

## PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement (“**Agreement**”) is entered and effective as of the effective date defined below (“**Effective Date**”), by and among the City of West Jordan, a municipality and political subdivision of the State of Utah (“**City**”), Peterson Development Company, LLC, a Utah limited liability company (“**Master Developer**”) and Peterson Development Company, LLC, a Utah limited liability company (“**Developer**”). Master Developer and Developer may from time to time be collectively referred to as the “**Developer**.” The City and Developer may from time to time be collectively referred to as the “**Parties**.”

### RECITALS

A. Developer has prepared and presented to the City a development application for the Addenbrook Subdivision, which is a five-phase development (“**Project**”). The application package has been submitted and reviewed by the City pursuant to the requirements of the 2009 City Code, as amended (“**2009 City Code**”), and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting preliminary and final approved site plan(s), preliminary and final approved subdivision plat(s), approved engineering drawings, landscape plans, conveyance documents, title reports, subdivision assurance agreements, other documents submitted during the City’s review and approval process, and the following agreements, including any documents referred to or incorporated by reference therein:

- (i) *DEVELOPMENT AGREEMENT THE HIGHLANDS SUB-AREA MASTER PLAN*, effective August 17, 2012 (Exhibit A);
- (ii) *SETTLEMENT AGREEMENT*, dated September 18, 2012 (Exhibit B);
- (iii) Clay Hollow Agreement, dated February 13, 2014 (Exhibit C);
- (iii) Amended Highlands DA, dated January 22, 2015, (Exhibit D);
- (iv) *DEVELOPMENT AGREEMENT ADDENBROOK VILLAGES SUBDIVISION*, effective April 14, 2016 (Exhibit E);
- (v) *Addenbrook at the Highlands Final Development Plan*, dated March 2015 (Exhibit F);
- (vi) Reimbursement Agreement, dated October 11, 2017 (Exhibit G); and
- (vii) *PROJECT PARTICIPATION AGREEMENT*, (this Agreement).

The documents listed in the foregoing sentence are referred to as the “**Addenbrook Development Documents**” or the “**Development Documents**”.

B. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the specific provisions of the 2009 City Code, the City has determined to enter into this Agreement with Developer for the purpose of further addressing and further clarifying certain obligations and rights of the Parties with respect to the Project, and such other matters as City and Developer have agreed.

C. On October 20, 2017, the City submitted an application for a County Transportation Grant (the “**Grant**”) to Salt Lake County to secure funds for the completion of Fallwater Drive (the “**Road**”). The Road is a collector road approximately between 6000 West to 6200 West and

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ADAM ISAFDI MEER  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
3000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: KRP, DEPUTY - 01 533 P.

between 7800 South to 8200 South. It is approximately 2,640 feet or one-half mile in length. It provides critical north-south connectivity west of Mountain View Corridor mitigating traffic impacts on the regional infrastructure. The Grant Application is attached hereto as Exhibit "H".

D. On February 14, 2018, the City entered into an agreement entitled "*INTERLOCAL COOPERATION AGREEMENT between SALT LAKE COUNTY, and CITY OF WEST JORDAN*" ("**Interlocal Agreement**"). In that agreement the City was awarded **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS** and 00/100 (\$1,500,000.00) ("**Grant Amount**") specifically designated and set aside to help complete the Road. The Interlocal Agreement is attached hereto as Exhibit "I".

F. The Road will be constructed in two phases. The first phase (the "**Road Construction Phase 1**") shall be constructed by a third-party contractor procured through the City-issued Invitation for Bids (the "**IFB**") and paid for with the Grant Amount received by the City. A copy of the IFB documents are attached as Exhibit J. The details of the work to be completed in the Road Construction Phase 1 shall be set forth in the bid awarded to the third-party contractor. Once the work in the Road Construction Phase 1 is complete, Developer shall be responsible for the second phase which shall be composed of the remaining work to finish the Road pursuant to City requirements (the "**Road Construction Phase 2**"). A diagram showing the approximate location of the Road Construction Phase 1 and Road Construction Phase 2 is attached as Exhibit K.

## TERMS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I LEGAL AUTHORITY, PURPOSE, PROJECT DOCUMENTS

**1.1 State and City Laws; Purpose.** The City and the Developer represent that each respectively has the legal authority to enter into and perform their respective obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits. Utah Code Annotated, the City's 2009 City Code, this Agreement and the other approved Development Documents will govern the City and the Developer with respect to development of the Project.

**1.2 Recitals and Exhibits.** The Recitals, the Exhibits referenced in the Recitals, and the Exhibits referenced in other portions of this Agreement are incorporated into this Agreement as a part thereof.

**1.3 Project Documents; Conflict in Terms.**

- a. Addenbrook Villages Subdivision Agreement: The Parties entered into an agreement entitled, *DEVELOPMENT AGREEMENT ADDENBROOK VILLAGES*

*SUBDIVISION*, effective April 14, 2016 (“Addenbrook Agreement”). See Exhibit “E”. The Addenbrook Agreement terminated for the failure to record the Addenbrook Villages Phase 1 Subdivision within one (1) year of the Effective Date of the Addenbrook Agreement. Upon the execution of this Agreement, the Parties mutually agree that the Recitals and all terms and conditions of the Addenbrook Agreement, except only provisions 7.9 *Entire Agreement.* and 7.11 *Termination.*, are hereby revived and incorporated into and made a part of this Agreement. Such terms and conditions are referred to as the Addenbrook Agreement Terms.

- b. Documents Governing the Project: The Development Documents and additional documents or agreements that may be entered by or among the Parties which govern the development of the project are to be interpreted to be complimentary to one another. However, should a conflict exist among the Development Documents, the hierarchy of governing provisions shall be as follows:
- i. the provisions of this Agreement, exclusive of the Addenbrook Agreement Terms;
  - ii. the Addenbrook Agreement Terms;
  - iii. all other Development Documents.
  - iv. all other Agreements or documents relating to this Project that are not named in this Agreement or are currently unknown by the Parties that relate to this Project.

## ARTICLE II PROJECT DEVELOPMENT

### 2.1 Developer Obligations.

**2.1.1 Conveyance or Dedication of Required Property and Easements.** Developer shall convey or dedicate to the City or other applicable utility provider at no cost such required right of way and utility easements on or across the Project as are necessary to facilitate the extension of required utility services to and throughout the Project. The locations of the right of ways and size of the utility easements shall be as agreed upon by the Parties.

**2.1.2 Completion of Road.** The City shall ensure that all construction work listed in the IFB (“**Road Construction Phase 1**”) is constructed per City requirements. Developer shall ensure that the construction of the remaining portion of Fallwater Drive as shown on Exhibit K (“**Road Construction Phase 2**”) is completed per City requirements. Developer shall reimburse the City for any amount exceeding the Grant Amount for the overall cost of completing Road Construction Phase 1 in constructing the Road, subject to Developer’s right to challenge any unreasonable costs imposed by the contractor(s) awarded said contracts. Developer agrees that it is solely responsible for all Project-related costs and work not included in the Road Construction Phase 1 to build the Road. Developer will still be responsible for all bonding, impact fees, permit fees, and all other cost associated with the completion of the Project.

**2.1.3 Payment of Additional Cost.** Any costs above the Grant Amount allocated to Road Construction Phase 1, including all change orders as approved by the City Engineer of record, shall be paid within fifteen (15) working days from the date the Developer receives the invoice from the City for reimbursement. Costs or amounts also may include amounts relating to the engineering contract, construction inspection contract, the construction contract, and the construction services contract.

**2.1.4 Warranty Period.** The one-year warranty period shall begin for each phase of the Project once the roads and other public improvements for a phase are complete. The warranty shall include all Project Improvements, defined in Section 2.1.9.b, excluding any work performed by the City or its agents or contractors, as shown on the plans, in the IFB, or in the Road Construction Phase 1.

**2.1.6 Exclusivity of Rights.** Developer acknowledges that the terms, conditions, benefits, processes, and procedures are exclusive to this Project and Agreement and that the City does not convey any future rights enjoyed by Developer during the construction of this Project for any future projects or relating to any future processes.

**2.1.7 Indemnification and Hold Harmless.**

a. To the broadest extent permitted by law, Developer, at all times, shall fully protect, indemnify, defend, and hold harmless the City and its agents, employees, officers, and elected officials from and against any and all liability, loss, damages, claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or person's whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer or by Developer's agents, employees, subcontractors, or suppliers in the performance and execution of (i) Road Construction Phase 1, (ii) Road Construction Phase 2, and (iii) the administration of the Grant. The obligation to indemnify shall extend to and encompass all costs or other amounts incurred by the City in defending any disputes, claims, demands, lawsuits or actions, including, but not limited to, attorney, witness and expert witness fees, and any other litigation related expenses. City shall have the right to select its own counsel and direct its own defense. Developer shall pay any costs that may be incurred by the City in enforcing this indemnity, including reasonable attorney fees. Nothing in this provision shall be construed to require Developer to indemnify or hold the City harmless from any claims, damages, losses or liabilities solely caused by or resulting solely from the negligence or willful misconduct of the City or its employees or agents.

b. Developer's obligation to indemnify the City for the administration of the Grant shall endure until all such statute of limitations has expired.

c. It is the understanding of the Parties that the City shall include in the construction contract for the Road Construction Phase 1 provisions that require the contractor that is awarded the work in Road Construction Phase 1 to indemnify the City

for any and all liability, losses, and damages arising from or relating to the construction of the Road Construction Phase 1. This subsection shall not release or waive Developer's obligations within this provision or Agreement.

d. If any provision in any of the Development Documents is found to be illegal, invalid, or void by a court of competent jurisdiction, Developer shall immediately reimburse the City for any funds spent by the City related to or arising out of the obligations stated in the Development Documents, including any Grant Amount expended.

**2.1.8 Governmental Immunity.** Developer acknowledges that City is a governmental entity subject to the provisions of the Governmental Immunity Act of Utah (the " Act") and agrees that execution of this Agreement shall not constitute a waiver of any defense or limitation of liability under the Act by the City.

**2.1.9 Public Streets, Culinary Water, Sanitary Sewer and Storm Water Improvements.**

a. Developer shall dedicate real property to the City for the Road at no cost to the City. Developer hereby agrees that such dedication is not an unlawful exaction.

b. Except for the work to be completed in the Road Construction Phase 1 which is governed by other provisions of this Agreement, Developer, at its sole cost and expense, shall design, construct and dedicate to the City all public streets and other public infrastructure required by the 2009 City Code, applicable City standards, and the Development Documents (hereinafter referred to as the "Public Improvements"). Unless otherwise agreed to in writing by the City, the Public Improvements shall not be approved and accepted by the City unless the Public Improvements comply with the 2009 City Code, with City standards, and the Development Documents.

c. Notwithstanding any provision of this Agreement to the contrary, nothing shall relieve Developer of its obligation to design, construct and dedicate to the City all public streets and other public infrastructure running along or through the Project.

**2.1.10 Additional Consideration.**

a. Developer shall record easements in two locations in favor of Jed L. and Lisa A. Larsen ("Larsens") over, across, and through Developer's property from 5200 West to the Larsen's property (Parcel Number 20-25-300-067-0000). The form of easements shall be reasonably acceptable to Developer and shall not prejudice or impair Developer's potential claim for reimbursement when the Larsens' property is developed. A legal description and diagram of the approximate locations of the easements is attached as Exhibit "L".

b. Developer shall record a deed which dedicates the East half of 5490 between 7800 South and the North Boundary of the West Jordan Meadows Phase #3 for the City's use as a public street. A legal description and

diagram of the approximate location of the dedication for the deed is attached as Exhibit "M". This provision does not require Developer to dedicate any land that it or its affiliated entities do not own.

- c. Developer shall perform and satisfy all Additional Considerations included within Section 2.1.10 within 14 days of the effective date of this Agreement.

## **2.2 City Obligations.**

**2.2.1 Expenditure of Grant.** City shall use all of the Grant Amount for the completion of the Road, as allowed by state and federal law. State and federal law prohibit the use of the Grant Amount to satisfy the Developer's obligation to indemnify the City pursuant to 2.1.7. City shall follow its procurement procedures and billing practices for executing a Grant. City shall bill employee hours worked on this Project against the Grant Amount, as is standard practice, so long as the hours worked and billed are reasonable and necessary.

**2.2.2 Access to Construction Site.** Once a contract for the work for Road Construction Phase 1 is awarded, and except as is explicitly stated in this provision, all access to the construction site shall be limited to City employees and City's agents and to the awarded contractor's employees and agents. Developer, or Developer's agents or contractors, shall have limited access pursuant to the contract schedule as approved by the City Engineer of record for the road and only after the contractor's written approval.

**2.2.3 Invitation for Bids.** City shall advertise an IFB to acquire bids to complete the Road Construction Phase 1 according to the terms of the Grant. This shall be a standard IFB for the Road to include alternates for street lights; landscape; and irrigation in the event there are remaining funds from the Grant to pay for such alternates.

## **ARTICLE III DEFAULT AND COSTS**

**3.1 Default.** In the event of a failure by any party to comply with the commitments set forth herein, the non-defaulting party shall provide written notice explaining the default to the defaulting party and provide the defaulting party thirty (30) days to remedy such default. If the default is remedied within the thirty (30) days or in the event the remedy is of the kind that cannot be remedied within thirty (30) days but the defaulting party begins the process of remedying the default and follows through with the completion of the remedy in a timely manner, then there shall be no default. If the remedy is not cured within thirty (30) days of written notice, or in the event the defaulting party does not follow through with completion of the remedy in a timely manner, a party shall be in default and the non-defaulting party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

**3.1.1** To cure such default or enjoin such violation and otherwise enforce the

requirements contained in this Agreement; and

**3.1.2** To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

**3.2** **Insolvency.** Insolvency, bankruptcy or any voluntary or involuntary assignment by any party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such party under this Article III.

**3.3** **Court Costs and Attorney's Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

#### **ARTICLE IV ASSIGNMENT AND RECORDATION**

**4.1** **Assignment and Transfer of Development.** Developer shall not assign its obligations under this Agreement or any rights or interests herein without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee (i) has the verified qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken pursuant to this Agreement and the Development Documents, and (ii) by instrument in writing, shall have expressly assumed all of the obligations of Developer under this Agreement, the Development Documents, and any then applicable additional agreements. If only a portion of the Road is assigned and/or conveyed under this section 4.1, a reasonable allocation of Developer's duties appurtenant to that portion will be made as determined in the reasonable discretion of the City.

**4.1.1** The provisions of this Section 4.1 shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to Developer complying with applicable law, the requirements of this Agreement, and the Development Documents.

**4.1.2** A change in the majority ownership or control of Developer shall be deemed a transfer requiring the consent of the City pursuant to the requirements of this Section 4.1. Notwithstanding the foregoing sentence, a transfer of all or a portion of the Project or change in the majority ownership or control of Developer is permitted without the City's or Agency's consent under the following circumstances: (i) a transfer occurs to an entity that is an affiliate of Developer, (ii) a transfer or change in ownership occurs as a result of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing necessary to enable Developer, or its City-approved successor in interest, to perform its obligations under this Agreement and the Development Documents.

**4.1.3** In the event of a City approved transfer of any portion of the Project and upon

assumption by the transferee of Developer's obligations under this Agreement and the Development Documents, the respective transferee shall have the same rights and obligations as Developer under this Agreement and the Development Documents. Developer shall be released from any further obligations with respect to that portion of the Project, provided that any successor shall first execute and deliver such agreements and instruments as the City may require to bind the successor to the terms of this Agreement, to the Development Documents, and to any related and subsequent agreements between the Parties; provided further that the provisions of this Agreement with respect to master planned roads and other public improvements shall continue as an obligation of Developer unless expressly waived in writing by the City.

## **ARTICLE V REIMBURSEMENT**

**5.1 Reimbursement for Public Improvements.** There shall be no reimbursement for Public Improvements for any phase of the Project; provided, however, the existing Reimbursement Agreement for Phase 1 of the Project dated October 11, 2017 (Exhibit G hereto) shall remain in full force and effect.

## **ARTICLE VI GENERAL MATTERS**

**6.1 Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.

**6.2 Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

**6.3 Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.

**6.4 Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.

**6.5 Non-Liability of City Officials.** No officer, representative, agent or employee of a party hereto shall be personally liable to any other party hereto or any successor in interest or assignee



of such party in the event of any default or breach by the defaulting party, or for any amount which may become due the non-defaulting party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

**6.6 No Third-Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

**6.7 Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph must have notified the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

**6.8 Non-Waiver.** The waiver of any Party of a breach or a violation of any provision of the Development Documents shall not operate or be construed as a waiver of any subsequent or prior breach of any provision of the Development Documents. Furthermore, nothing in this Agreement shall be construed to waive Developer's rights or claims to challenge future unlawful exactions relating to the Project that the City may attempt to impose. Unlawful exactions shall not include any documents or obligations relating to the Project that have already been approved and agreed to by the Parties as of the Effective Date of this Agreement.

**6.9 Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

City: West Jordan City  
8000 South Redwood Road  
West Jordan, Utah 84088  
Attention: City Clerk

Developer: Peterson Development Company, L.L.C.  
225 South 200 East Ste 300  
Salt Lake City, UT 84111  
Attention: Barrett J. Peterson  
*JUSTIN J. PETERSON*

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

**6.10 Effective Date.** The Effective Date of this Agreement shall be the date upon which all Parties have signed this Agreement.

**6.11 Term of Agreements & Termination.** The rights and obligations of Developer shall run with the land upon which the Project is located (the “**Property**”) and shall continue in full force and effect until all obligations of the Developer and the City have been fully performed and all rights hereunder fully exercised. Unless the Parties otherwise mutually agree in writing, the term of this Agreement and the other Development Documents shall not extend beyond five (5) years from the date of recordation in the official records of the Salt Lake County Recorder’s Office. If the Property has not been fully developed consistent with the Development Documents prior to the expiration of five (5) years, the undeveloped Property may not be developed until a new written agreement governing the development of the Property is negotiated and approved by the Parties.

**6.12 Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

**6.13 Effect of Agreement; Release of Claims.** Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal or State laws, City and County ordinances, regulations, or standards. It is the intent of the Parties that this Agreement serve as a complete release and waiver by Developer of all claims Developer has or may claim to have with respect to the City’s administration of the Grant or with respect to the City’s imposition of requirements set forth in the Development Documents.

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**Exhibit A**

*(to Project Participation Agreement)*

*DEVELOPMENT AGREEMENT THE HIGHLANDS SUB-AREA MASTER PLAN,  
effective August 17, 2012*

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 12-113

**A RESOLUTION approving and adopting a Development Agreement with Peterson Development Company LLC governing The Highlands master planned area.**

Whereas, the City Council has approval authority on significant agreements entered between the City and one or more third parties; and

Whereas, the City has reached an agreement with Peterson Development Company LLC governing the development of the large development project known as The Highlands;

Whereas, the City Council finds that the Development Agreement is in the best interest of the City and its citizens;

Whereas, a written Development Agreement has been prepared and signed by Peterson Development Company LLC; and

Whereas, the City Attorney and the Director of Development endorse and recommend approval of the attached Development Agreement,

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

*Section 1.* The Development Agreement between Peterson Development Company LLC and the City, the form of which is attached hereto, be and is hereby adopted, approved and ratified.

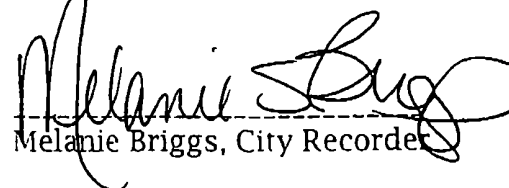
*Section 2.* The Mayor is hereby authorized and directed to sign the Development Agreement on behalf of the City.

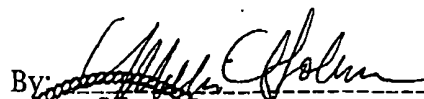
*Section 3.* This resolution shall take effect immediately.

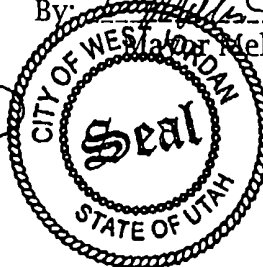
Adopted by the City Council of West Jordan, Utah this 26th day of September, 2012.

CITY OF WEST JORDAN

ATTEST:

  
Melanie Briggs, City Recorder

By:   
Melissa K. Johnson



PLS 12-113

**Voting by the City Council**

	"AYE"	"NAY"
Judy Hansen	✓	-----
Clive M. Killpack	✓	-----
Chris McConnehey	✓	-----
Chad Nichols	Absent	-----
Ben Southworth	✓	-----
Justin D. Stoker	✓	-----
Mayor Melissa K. Johnson	✓	-----

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: DDK, DEPUTY - WI 45 P.

Recording Requested By and  
When Recorded Return to:  
West Jordan City  
Attention: \_\_\_\_\_  
8000 South Redwood Road  
West Jordan, Utah 84088

For Recording Purposes Do  
Not Write Above This Line

### DEVELOPMENT AGREEMENT THE HIGHLANDS SUB-AREAS MASTER PLAN

This Development Agreement (this "Agreement") is made and entered into and made effective as of the date entered below (the "Effective Date"), by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "City"), and Peterson Development Company LLC, a Utah limited liability company (the "Master Developer"). The City and the Master Developer may from time to time be collectively referred to as the "Parties."

#### RECITALS

A. Master Developer has prepared and presented to the City a concept plan for The Highlands, which is a 426 acre multi-phase development, to be processed through many individual subdivisions, site plan and other applications. At this time, Master Developer contemplates three sub-areas for development: Highlands West (162 gross acres), Highlands East (87 gross acres) and Highlands North (121 gross acres) (hereinafter the entire 426 acre master plan development project is referred to as the "Project"). The concept plan for the Project is attached hereto as Exhibit A and by this reference made a part hereof.

B. Except as expressly provided in this Agreement, as and when submitted to the City, each application involving property within the Project will be reviewed and governed pursuant to the requirements of the 2009 City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements, all as then in force and legal effect at the time of complete application filing with the City. The resulting and finally approved development plan, preliminary and final site plan(s), preliminary and final subdivision plat(s), engineering drawings, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "Highlands Development Documents" or the "Development Documents."

C. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the specific provisions of the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements, the City has determined to enter into this Agreement with Master Developer for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as the City and the Master Developer have agreed.

D. As a condition of development approval, Master Developer is required to construct and install certain "Eligible Public Improvements" as defined in section 8-3B-2 of the 2009 City Code.

E. The Parties agree that the Eligible Public Improvements as specified in the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements are lawfully required as a condition of development approval; reasonably anticipated to serve future development; located off-site or will create additional or excess capacity beyond the proportionate share attributable to Master Developer to reasonably service the proposed development at the City's adopted level of service standards.

F. The City has adopted a policy, as set forth in section 8-3B-1 of the 2009 City Code, that the proportionate share of the cost for public improvements should be allocated to all the properties creating the need for or benefiting from the public improvements.

G. Master Developer desires to be reimbursed for a proportionate share of the costs associated with the construction and installation of the Eligible Project Improvements which are reasonably anticipated to provide benefits to neighboring and surrounding properties ("Benefited Properties"), the owners of which may not be currently participating in the cost of such Eligible Public Improvements.

H. City and Master Developer desire to identify the Benefited Properties and their anticipated level of participation.

I. Some of the Eligible Public Improvements are System Improvements, as defined in section 8-3B-2 of the 2009 City Code, for which Master Developer may receive partial reimbursement from Impact Fees collected by the City.

J. City and Master Developer desire to identify those Eligible Public



Improvements that are System Improvements and to clarify the portion of such System Improvements for which reimbursement may be made available through Impact Fees.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I LEGAL AUTHORITY AND PURPOSE

- 1.1 **City Laws and Purpose.** The City and Master Developer represent that they have the legal authority to enter into and perform their obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits. This Agreement and the approved Development Documents will govern the City and the Developer with respect to development of the Project under the West Side Planning Area zoning to the extent they are consistent with the requirements of the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements, all as then in force and legal effect at the time of complete application filing with the City.
- 1.2 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.
- 1.3 **Conditions Subsequent.** Each of the City and Master Developer is entering into this Agreement in anticipation of the satisfaction of certain conditions subsequent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions Subsequent are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the parties hereto shall have any further obligation to the other arising out of this Agreement. For purposes of this Agreement, the following shall constitute the "Conditions Subsequent":
  - 1.3.1 the final non-appealable approval and acceptance of this Agreement by the City Council; and
  - 1.3.2 the final non-appealable approval and acceptance of a settlement agreement between the parties of even date herewith.

**1.4 Definition of "Developer".** The term "Developer" as used in this Agreement not only refers to Peterson Development Company, LLC, as the Master Developer, but also to each and every other person or entity which now holds, or hereafter acquires, title to the real property within the Project for the purpose of developing the land; and to each and every person or entity which acquires land from Peterson Development Company, LLC within the Project for the purpose of developing that land. This Agreement and all of its covenants, requirements, benefits and burdens shall govern and inure to the benefit of the City and every such person or entity acquiring land within the Project. The City agrees and understands that the rights and obligations created by this Agreement run with the land and are fully assignable, subject to the requirements stated herein.

**1.4.1 Assignment and Transfer of Development.** The Master Developer shall not assign its obligations under this Agreement or any rights or interests herein, and except as provided below, shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee: (a) shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken pursuant to this Agreement and any then applicable Development Documents; and (b) by instrument in writing, shall have expressly assumed all of the obligations of the Master Developer under this Agreement relating to the portion of the Project being acquired, and any then applicable additional agreements, and agreed to be subject to all of the conditions and restrictions arising under this Agreement or any Development Documents. As explained more fully in Section 1.4.4 below, if and when the Master Developer assigns its rights and obligations under this Agreement to a purchaser of land within the Project, then the Master Developer shall be relieved of the obligations of this Agreement with respect to that portion of the Project acquired by the purchaser/assignee, and the City shall look only to the purchaser/assignee for performance of the obligations of this Agreement with respect to that portion of the Project.

If only a portion of the Project is assigned and/or conveyed under this section 1.4.1, the City will make a reasonable allocation of the Master Developer's duties appurtenant to that portion.

Master Developer agrees that any Master Developer's responsibility for constructing Master Planned Improvements and other Public Improvements in connection with the Project as originally presented and approved, and as agreed to herein, cannot be avoided by assigning portions of the Project to one or more third parties and then claiming that the Master Developer's or successor's building of the required Public Improvements is not justified by the impact of the remainder, or portion, of the Project.

**1.4.2 Sale of Lots.** When Master Developer itself acts as developer of an approved Area, Subdivision or Parcel, its selling or conveying of lots to builders or other users, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

**1.4.3 Change in Ownership or Control of Master Developer.** A change in the majority ownership or control of the Master Developer shall be deemed a transfer requiring the consent of the City pursuant to the requirements of this Section 1.4.1. Notwithstanding the foregoing sentence, a transfer of all or a portion of the Project or change in the majority ownership or control of the Master Developer is permitted without the City's consent under the following circumstances: (i) a transfer occurs to an entity that is an affiliate of the Master Developer, (ii) a transfer or change in ownership occurs as a result of a merger or acquisition of Master Developer resulting in Master Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, and/or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Master Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the Development Documents. If as a result of any of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this Agreement evidencing their personal guaranty of Master Developer's obligations hereunder, or shall provide further assurances to the City of one or more additional letters of credit or other acceptable security device as may reasonably be required to satisfy the security requirements of this Agreement.

**1.4.4 City-approved Transfer.** In the event of a City approved transfer of any portion of the Project and upon assumption by the transferee of Master Developer's obligations under this Agreement and the Development Documents, the respective transferee shall have the same rights and obligations as the Master Developer under this Agreement and the Development Documents, and the Master Developer shall be released from any further obligations with respect to that portion of the Project, provided that any successor shall first execute and deliver such agreements and instruments as the City may require to bind the successor under the terms of this Agreement and any related and subsequent agreements between the parties; and provided further that the provisions of this Agreement with respect to Master Planned Improvements and other Public Improvements not included in the transferred portion of the Project shall continue as an obligation of Master Developer unless expressly waived in writing by the City. The City shall not unreasonably withhold its approval of any transfer of a portion of the Project and the corresponding transfer and assignment of the rights and obligations of this Agreement pertaining to such portion of the Project.

**1.5 Vested Rights.** The City agrees and assures Developer that the Project can be developed under the rules, requirements and benefits provided in the City's West Side Planning Area (WSPA) notwithstanding the City's announced intent to repeal the WSPA in favor of a different zoning program. To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2009). The WSPA shall govern bonus densities as well as any Developer-requested zoning changes within the Project.

**1.5.1 WSPA Densities.** Specifically and without limitation, the City agrees that the base densities provided in the WSPA shall be available to Developer throughout the Project, regardless of whether or not the City repeals WSPA and adopts a different zoning program. The City makes no assurance that Developer will in fact meet the requirements as to any particular density bonus it may seek under the WSPA. Developer shall be entitled to the full benefit of bonus

densities for which it qualifies under the WSPA.

**1.5.2 Application Under City's Future Laws.** Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's future laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's future laws shall be governed by all portions of the City's future laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's future laws shall not be construed to prevent Developer from relying for other Development Applications on the Vested Rights provided to Developer under this Agreement.

## ARTICLE II PROJECT DEVELOPMENT

### 2.1 Developer Obligations.

**2.1.1 Conveyance or Dedication of Required Easements.** Developer shall convey or dedicate to the City or other applicable utility provider, at no cost, such required utility and other easements on or across the Project as are necessary to facilitate the extension of required utility services and City services to and through the Project. All such dedications shall comply with the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

**2.1.2 Public Improvements: Streets, Culinary Water, Sanitary Sewer and Stormwater.** Developer shall design, construct and dedicate to the City all public streets and other public infrastructure required by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements and/or shown on the approved Development Documents (hereinafter referred to as the "Public Improvements"). This obligation shall survive termination of this Agreement and is intended to attach to and run with the land.

#### A. Access and Connecting Roads.

1. Access and connecting roads will provide for safe and

efficient circulation within, and adequate entrances and exits for the Project. All access and connecting roads shall be completed in accordance with approved plans and specifications submitted in connection with one or more dependent and interrelated subdivision plats for the various phases of the Project as set forth in the approved Development Documents. No certificates of permanent occupancy will be issued until these access and connecting roads are complete and dedicated to, and accepted by, the City. Unless specifically authorized by City Code, approval of the West Jordan Fire Department is necessary for issuance of building permits.

2. Model homes may be constructed and located as allowed by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements .

3. Master Developer shall dedicate to the City 63.00 feet roadway on the west side of 5600 West between 7800 South and 8200 South; provided, however, that the City shall pay Master Developer fair market value for 30 feet of such roadway (as set forth in a separate purchase agreement between the City and Master Developer).

B. Master Planned Improvements. Developer shall be required to construct all master planned streets, culinary water, sanitary sewer and stormwater improvements running along or through the 426-acre Project (the "Master Planned Improvements") or Developer shall be responsible for a pro-rated portion of the estimated cost of construction of such improvements at the start of each phase.. Notwithstanding the preceding sentence, the parties acknowledge that it is not possible, at this point in time, to identify all of the Master Planned Improvements that may be necessary for this Project. Hence, Master Planned Improvements will be identified as each phase of the Project is developed, and will be designed to coordinate with other phases of the Project, with appropriate reimbursement provisions regarding the costs of such Master Planned Improvements.

An improvement guarantee shall be posted for each phase of the Project including the Master Planned Improvements, or portion

thereof, contained within that phase. Nothing in this Agreement shall be construed to require Developer to post an improvement guarantee and also deposit cash with the City for the same improvements.

**2.1.3 Construction Standards.** Notwithstanding any other provisions of this Agreement, all Public Improvements (e.g. all improvements to be dedicated to City or constructed upon property owned by City) shall be constructed in compliance with the approved Development Documents, all applicable federal, state and local laws and regulations, and City standards, specifications, and plans as adopted at the time of design.

**2.1.4 Completion within Two Years.** For each phase, construction of the Public Improvements and all private improvements (such as privately maintained detention basins, trails, etc.) contemplated in the Development Documents shall be completed within two years from the date of plat recordation. If Developer fails to complete construction of all Public Improvements within the time period set forth herein for completion, the City shall notify Developer that Developer shall have thirty (30) calendar days to complete such. If Developer fails to complete the Public Improvements within the allotted time, the City, in its discretion, may complete the construction of such Public Improvements and may recover the full cost and expense, including administrative costs for contract preparation, contract administration and construction management, of such completion from Developer's Improvement Guarantee (defined hereafter) or, if not recovered therefrom, from Developer and its principals personally. Moreover if Developer fails to complete construction of all Public Improvements within the time period set forth herein for completion, including the extra thirty (30) calendar days following notice from the City, the City may withhold any and all further permits and approvals related solely to that Developer's involvement in or with the Project (but not with respect to other Developers or other phases in the Project) pending completion of the Public Improvements and private improvements.

**2.1.6 Construction Process.**

A. Shop Drawings. If any shop drawings are required for the construction of the Public Improvements, Developer shall submit such drawings to the City for review and acceptance

prior to the performance of the work illustrated or described in such shop drawings.

- B. Changes Prohibited without Consent. Following City approval of the Development Documents, Developer shall not make any changes to the Development Documents without the prior written consent of the City.
- C. Studies and Testing. Developer shall pay for and complete all soils and materials and traffic testing required by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The work shall be performed by testing agencies that are reasonably acceptable to the City Engineer. Copies of all test results shall be submitted to the City Engineer within ten (10) days after they are issued by the testing agency. The City Engineer may request that the test reports be certified by the testing agency. The requirements of this Section shall pertain only to property that is the subject of a pending development application, and shall not be construed to require such studies and testing for those portions of the Project that are not part of a pending development application.
- D. Inspection and Punch List. When Developer notifies the City that Developer believes the Public Improvements and required nonpublic improvements are completed, the City shall make an inspection and prepare a list of the items which are incomplete or unsatisfactory and need to be corrected. If requested by Developer in writing, the City shall provide a detailed explanation, in writing, describing the basis for the City's determination that the work is "unsatisfactory" and explaining what needs to be done for the work to be deemed "corrected" or "satisfactory." The City's failure to object to the completion of any item of work does not relieve Developer of the responsibility to complete the work in compliance with the Development Documents and all applicable laws and codes and the City of West Jordan public improvement standards, specifications, and plans.



### 2.1.7 Completion Extension.

- A. Notification to City. If for any reason Developer determines, prior to the end of such period, that the Public Improvements will not be completed within the two-year period required under this Agreement, Developer shall promptly notify the City of the delay, the reasons therefore, and the anticipated completion date.
- B. Extension Request. Developer may request that the City extend the completion time. Developer shall submit a construction schedule showing the anticipated completion date.
- C. City's Grant of Extension. The City, by and through its City Manager, in his/her reasonable discretion, may grant or deny Developer's request for an extension in writing. If the extension is denied, the City may, at its sole discretion, pursue any remedy available at law or by the terms of this Agreement based on Developer's failure to complete the Public Improvements or required nonpublic improvements within the two-year period. If the extension is granted, all of the terms of this Agreement shall remain in full force and effect except as modified by the new completion date. The City Manager shall grant extension requests if they are reasonable under the circumstances.
- D. Remedies Non-Exclusive. The City's extension of the completion date under this Article shall not preclude the City from exercising any rights or remedies available to the City pursuant to this Agreement, with the exception of declaring breach or default for failure to complete the improvements by the original completion deadline.

2.1.8 **Deficient Materials.** Developer shall disclose the materials it intends to use in the construction of public improvements to the City Engineer. If any materials intended to be used in the construction of public improvements do not meet City specifications, the City Engineer, in his/her reasonable discretion, may require Developer to use materials approved by the City Engineer; provided, however, that the City Engineer shall not require Developer to use materials that are inconsistent with industry standards.

**2.1.9 File Record Documents.** Developer shall file with the City Engineer "Record Documents" conforming to City requirements.

**2.1.10 Completion.** Upon completion of all Public Improvements and any required nonpublic improvements for each phase, the Developer shall request an inspection. The Public Improvements and any required nonpublic improvements shall not be deemed complete until the City Engineer has verified that they are installed in accordance with the Development Documents, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements and the City Manager has provided written documentation reducing the Improvement Guarantee, as defined herein, to 10% of its initial amount.

**2.1.11 Public and Private Improvement Warranty.**

- A. Basic Warranty. Developer warrants and guarantees to the City that all the Public Improvements and required nonpublic improvements, including materials and workmanship, constructed by such Developer will not be defective and will be in accordance with the Development Documents, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. This warranty/guaranty applies to each Developer that constructs the subject improvements in the Project, but only with respect to the improvements constructed by such Developer. The warranty/guaranty provided in this Section shall cover a period of twelve (12) months following completion of the improvements.
  
- B. No Warranty for Required nonpublic improvements and Common Areas of Ownership. As provided in the Development Documents and the Improvement Guarantee, Developer is expected to shoulder the same responsibility with respect to construction and completion of required nonpublic improvements or common areas of private ownership as with the Public Improvements, except required nonpublic improvements shall not be subject to the twelve month warranty set forth herein below. Developer may determine to

form home owners associations to maintain non-public improvements and common areas.

- C. Twelve-Month Warranty Period for Public Improvements. If, within twelve months after the completion of the Public Improvements, as evidenced by written approval of the City Manager, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee, any portion of the Public Improvements is found to be defective, the Developer that constructed the same shall promptly, without cost to the City and in accordance with City's written instruction, correct such defective work or replace it with non-defective work.

If, during the twelve-month warranty period, emergency repairs to any of the Public Improvements become necessary (including but not limited to any repairs which, in the opinion of the City, jeopardize public safety or convenience), the Developer that constructed the same shall complete the repairs at no cost to the City. If the City completes the repairs due to urgency or failure of the Developer to timely complete such repairs, the Developer that constructed the subject improvements shall reimburse City within five working days of receiving the notice of amount due.

During the twelve-month warranty period, the City will only provide street sweeping and snow plowing. All other maintenance shall be the responsibility of the Developer.

These provisions are intended to provide a remedy to the City in addition to the basic warranty set forth above enforceable against the Developer.

- D. Warranty for Public Landscaping Improvements. If, within twenty four (24) months after completion of the Public Landscaping Improvements, as evidenced by written approval of the City Manager, any portion of the Public Landscaping Improvements is found to be defective, Developer shall promptly, without cost to the City and in accordance with City's written instruction, correct such defective work or replace it with non-defective work. During the twenty-four month warranty period, Developer shall maintain the Public

Landscaping Improvements to ensure that said improvements become established and continue to comply with the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements in effect on the effective date of this Agreement.

- E. Developer's Failure to Correct. If Developer fails to correct defective work, or in an emergency where notice and delay would cause serious risk of loss or damage, the City may have the defective work corrected or the defective work removed and replaced. Developer shall be liable for and pay for all direct, indirect and consequential costs of such correction or removal and replacement by the City including, but not limited to, fees and charges of engineers, architects, and other professionals.
- F. Normal Wear and Tear. Developer's warranty and guarantee hereunder excludes defects or damage caused by normal wear and tear under normal usage.

#### 2.1.12 Improvement Guarantee.

- A. Types of Security Devices. With respect to each phase of the Project for which a Development Application has been submitted, prior to the final approval of such application, unless expressly waived in writing by the City, the Developer of such phase shall file with the City Engineer an Improvement Guarantee. With the consent of the City Attorney, Developer may, during the term of this Agreement, replace an Improvement Guarantee, originally filed, with any other type of approved Improvement Guarantee or other security device(s) by any Developer of the Project.
- B. Form of Improvement Guarantee. Developer shall submit either a personal guaranty by all of the principals of Developer; or a letter of credit, which shall condition the making of draws thereon and shall contain an automatic renewal provision. The letter of credit shall be irrevocable. The improvement guarantee required by this Section shall relate only to the phase(s) of the Project that are the subject of the corresponding development application. In lieu of a personal guaranty or a letter of credit, Developer may satisfy the

improvement guarantee requirements by using an escrow account that is reasonably acceptable to the City.

- C. No Third Party Beneficiaries to Improvement Guarantee. Neither this nor any other provision requiring an Improvement Guarantee shall be construed to create any rights in any third party claimant as against the City for construction of the Public Improvements. The payment of contractors and subcontractors is the sole responsibility of Developer.

### 2.1.13 Improvement Guarantee Releases for Public Improvements

- A. Interim Reductions. After completing a system or systems within the phase to which the Improvement Guarantee applies, the Developer may submit a written request for reduction of the Improvement Guarantee. Written reduction requests may be made only once every thirty (30) calendar days in accordance with the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The amount of the reduction shall be determined by the City Engineer and shall not exceed seventy five percent (75%) of the amount set forth in the estimated cost of Public Improvements for the system category in which reduction is sought. The total Improvement Guarantee proceeds shall not be reduced below twenty five percent (25%) of the initial face amount, plus the estimated cost of a one inch (1") thick asphalt concrete overlay for public streets. No reduction shall be authorized until such time as City has inspected the Public Improvements and found them to be in compliance with the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. Completion of Public Improvements, even if verified by the City, shall not entitle Developer to an automatic release of any part of the Improvement Guarantee. Interim reductions not to exceed 75% of the initial amount shall be evidenced by the written authorization of the City Engineer.

The Developer shall receive written notice from the City Engineer regarding releases of partial sums. Copies of all partial releases from the City Engineer shall be sent to the City

Clerk's Office for inclusion with and attachment to the Improvement Guarantee.

- B. Retainage for Public Improvements. Developer expressly agrees that, notwithstanding any partial release requested by Developer and granted by the City, the maximum amount to be released upon satisfactory completion of the Public Improvements shall be 90% of the amount of the original Improvement Guarantee. The remaining 10% (herein the "Retainage"), shall not be released for twelve months following reduction to the 10% level as evidenced by written approval of the City Manager. The Retainage shall be held to insure that the covered improvements do not have any latent defects in materials or workmanship as determined by City, and that the covered improvements continue to meet City standards throughout the warranty period as set forth in this Agreement. Notwithstanding said Retainage, Developer shall be responsible for any substandard or defective or damaged Public Improvements. At the request of Developer, the Retainage or any part thereof may be replaced with an Improvement Guarantee of a type and form permitted by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements and approved by City. Developer shall be responsible for any substandard or defective covered improvements if the amount is inadequate to cover any such improvements.

Reduction to the 10% level shall not occur unless and until the following have occurred: verification by the City Engineer that all covered improvements have been satisfactorily completed; the receipt by the City of any lien waivers required by the City Engineer; and provided that the City has not received any claims or notices of claim upon the Improvement Guarantee.

- C. Final Release. At the end of the twelve month warranty period for the Public Improvements and upon the receipt by the City of any lien waivers required by the City Engineer, and provided that the City has not received any claims or notices of claim upon the Improvement Guarantee, and provided that the Public Improvements remain in good condition, the City Manager shall release the final ten percent (10%) of the Improvement

Guarantee, as evidenced by written approval of the City Manager.

#### 2.1.14 Other Improvement Guarantee Releases.

- A. Landscaping. Developer shall not receive a reduction to the 10% level as set forth in the immediately preceding section entitled "Improvement Guarantee Releases for Public Improvements," until such time as the City Engineer verifies that all Public Landscaping Improvements have been installed in accordance with the Development Documents, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The ten percent (10%) retainage for Public Landscaping Improvement shall be held for twenty four (24) months, and Developer shall not receive final release of the Improvement Guarantee at the expiration of the twenty four (24) month period until all dead vegetation is replaced through replanting, provided that the erosion control and/or slope stabilization remains acceptable to the City.

#### 2.1.15 Acceptance and Title.

- A. City Acceptance. For each phase, when the City is satisfied that the Public Improvements have been completed as required, and the City has verified at the end of the 12-month warranty period (24-months if pertaining to landscaping) that all final repairs have been made, a letter shall be prepared and signed by the City Manager indicating acceptance of the Public Improvements for that phase. Refusal by the City to deliver a letter accepting the Public Improvements for the phase shall not extend the warranty period, but the Developer has an ongoing duty to maintain such improvements pending acceptance by the City. Public Improvements located on City property (including easements owned by the City or on property dedicated to the City) shall thereupon become the property of the City upon acceptance by the City. Improvements located on property not owned by the City shall not become the City's property unless and until dedicated to and accepted by the City. Developer shall promptly execute and deliver to the City any documents reasonably required by the City establishing the City's ownership of the Public

Improvements on the City's property. The City has no obligation to maintain any improvements that are not on property owned by or dedicated to and accepted by the City.

B. Developer's Continuing Obligation. Developer's obligation to perform and complete all Public Improvements and required nonpublic improvements in accordance with the approved Development Documents; applicable federal, state and local laws and regulations; and the City of West Jordan public improvement standards, specifications, and plans is absolute and continuing, but does not extend the warranty periods described in this Agreement. None of the following constitute an acceptance of any or all of the Public Improvements that are noncompliant, and none of the following shall release Developer from its obligation to construct the Public Improvements in accordance with the same:

1. Informal observations by the City Engineer;
2. Use or occupancy of any Public Improvements or any part thereof by the City or the public;
3. Any review of a shop drawing or sample submittal or the issuance of a notice of acceptability with respect thereto by the City Engineer;
4. Any inspection, test, or approval by someone other than the City; or
5. Any correction of defective work by the City.

C. City Responsibility. From and after the City's acceptance of Public Improvements on City property, the City shall have the complete and sole jurisdiction over the operation and maintenance of such Public Improvements, including without limitation, sole discretion to: 1) discontinue operation and maintenance of the Public Improvements at any time; 2) convey or assign any or all City interests in the Public Improvements to any person at any time; and 3) convey or assign to any person any or all operation and maintenance responsibilities for the Public Improvements. Nothing in this Agreement shall create a duty for the City to ensure or guarantee operation of Public



Improvements or construct any appurtenance necessary for operation. Nothing in this provision shall be construed to limit or restrict Developer's rights of reimbursement, as described elsewhere in this Agreement, regarding the public improvements.

#### 2.1.16 Indemnification and Risk.

- A. Developer to Indemnify the City. Developer shall, at all times, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement.
- B. Builder's Risk of Loss. Developer assumes the risk of loss for any damage or loss to the Public Improvements by any means or occurrence, with the exception of damage or loss caused by the City, until final acceptance of the Public Improvements as evidenced by written approval of the City Manager.

#### 2.1.17 Insurance.

- A. In General. All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and either (1) listed on the U.S. Department of the Treasury's *Listing of Approved Sureties (Department Circular 570)* (as amended), or (2) having a current rating of "A" or better in the most current available A.M. Best Co., Inc.'s, *Best's Insurance Reports, Property and Casualty Edition*. Except in the case of workers' compensation insurance, the City shall be included as an additional named insured in all insurance policies. Developer shall cause copies of certificates of insurance to be furnished to the City concurrently with or prior to the signing of this Agreement. If requested, Developer shall

also cause copies of the insurance policies required by this Agreement to be provided to the City.

B. Worker's Compensation Insurance. In addition to other required insurance, Developer shall ensure that Developer's contractors obtain and maintain, during the construction of the Public Improvements, worker's compensation insurance as required by laws and regulations for all of contractor's employees employed at the site of the Improvements, and in case any work is subcontracted, Developer shall require the subcontractor similarly to provide worker's compensation insurance for all of the subcontractor's employees, unless such employees are covered by protection as required by laws and regulations. If Developer's employees are ever present at the site of the Public Improvements, Developer shall obtain and maintain, during the construction of the Public Improvements, workers compensation insurance as required by laws and regulations for all of Developer's employees employed at the site of the Public Improvements.

C. Public Liability and Property Damage Liability Insurance.

(1) Developer shall secure and maintain, during the term of this Agreement and at all times thereafter when Developer or Developer's contractor(s) may be correcting, removing, or replacing defective work, a commercial general public liability and property damage liability insurance policy. The policy shall protect Developer and the City from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from Developer's operations under this Agreement, whether any such operation be by itself or by any contractor, subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be not less than \$2,000,000 for each occurrence, and \$3,000,000 general aggregate, and \$3,000,000 products/completed operations aggregate.

(2) Developer shall cause Developer's contractor(s) to secure and maintain, during the term of this Agreement and at all times thereafter when Developer's contractor(s) may be correcting, removing, or replacing defective work, a commercial general public liability and property damage liability insurance

policy. The policy or policies shall protect the contractor(s) and the City from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from Developer's contractor's operations in connection with the Public Improvements, whether any such operation be by itself or by any contractor, subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be not less than \$2,000,000 for each occurrence, and \$3,000,000 general aggregate, and \$3,000,000 products/completed operations aggregate.

D. Automobile Public Liability Insurance:

(1) Developer shall secure and maintain, during the term of this Agreement and at all times thereafter when Developer or Developer's contractor(s) may be correcting, removing, or replacing defective work, commercial automobile public liability insurance with limits not less than \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles.

(2) Developer shall cause Developer's contractor(s) to secure and maintain during the term of this Agreement and at all times thereafter when Developer's contractor(s) may be correcting, removing, or replacing defective work, commercial automobile public liability insurance with limits not less than \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles.

**2.1.18 Landscaping.**

A. Landscape Plans:

Developer shall submit landscape plans together with all site plan applications, such landscape plans to demonstrate compliance with all applicable laws and codes and the City of West Jordan public improvement standards, specifications, and plans then in published force and effect.

**B. Cobble Rock:**

Specifically, and without intent to limit, landscape plans may not utilize cobble rock in park strips unless such cobble rock is secured in cement.

**C. Grasses:**

Any native grasses shall be adequately irrigated during the warranty period to promote growth and survivability..

Grass seeding along trails shall be with City approved grass seed mixtures.

**D. Trail Fencing:**

No wood fences are permitted along trails.

**E. No Walk-Away at Substantial Completion:**

The City shall accept no improvement unless it is completed as provided on the landscape plan and unless the installed landscaping is growing after the 24-month warranty period. The Developer shall not walk away from landscape improvements that are only "substantially" complete, nor shall the City accept dedication of only "substantially" complete landscape improvements.

**2.2 Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development within the Project area shown in Exhibit A whether by the Developer or a successor in interest, will be consistent with this Agreement and the finally approved Development Documents. Any substantial change to an approved Development Plan which change is inconsistent with this Agreement shall constitute an amendment to this Agreement.

**2.2 Parks, Trails and Pathways.** The Development Documents will provide for public use spaces consistent with the requirements of the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The Developer and City will cooperate in reasonably locating and/or refining the location of such open spaces, trails and trail systems at the site plan

level. The City shall accept no such improvement unless it is completed as provided on the landscape plan and/or site plan, and unless the installed landscaping is growing healthily and naturally after the 24-month warranty period. The Developer shall not walk away from landscape improvements that are only "substantially" complete, nor shall the City accept dedication of only "substantially" complete landscape improvements.

### **ARTICLE III IMPACT FEES**

- 3.1 Impact Fees; Costs of Application Processing.** The Developer will be assessed and required to pay impact fees calculated by the City in accordance with the Utah Impact Fees Act, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. To avoid "double dipping" with impact fees, Developer shall be reimbursed by the City if it constructs improvements within the project area that are identified on the City's impact fee capital facilities plans. In addition, Developer will be responsible for paying all City application and inspection fees and charges appropriately assessed for projects of the type being presented by Developer, including payment of hourly charges for all internal expert reviews and involvement. Because impact fees are assessed at the time of development, impact fees may be assessed in each phase of the Project.
- 3.2 No Additional Off-Site Infrastructure Requirements.** The City shall not, directly or indirectly, charge the Developer, its affiliates or successors or the Property any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for infrastructure for the development of the Project except as set forth herein or otherwise permitted by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements.
- 3.3 Maintenance of Detention Basins, Planters, Trees and Other Landscaping in Street Median Spaces and Alongside Streets and Sidewalks Appurtenant to, or Within, the Development.** The Developer and the City have agreed to work together to form an Assessment Area covering the Project for the purpose of generating funding whereby the Assessment Area will maintain all detention basins, buffer landscaping, trails, parks and parkstrips, including within and along public arterial and collector

streets where private property backs to the public right of way and is separated from the rest of the private property by a wall. This scope of maintenance will be up to the governing board of the assessment area and will only be triggered after the expiration of applicable warranty periods during which warranty periods Developer will maintain these improvements. Following the expiration of warranty periods and acceptance of dedication by the City, such improvements are expected to be maintained by the assessment area.

#### ARTICLE IV DEFAULT AND COSTS

4.1 **Failure to Perform.** Developer hereby agrees that Developer shall perform all obligations imposed upon Developer pursuant to: this Agreement; the Development Documents, as approved; and all additional obligations imposed on Developer by Federal, state, City or County laws, ordinances, regulations or standards. Developer further understands and expressly agrees that failure to perform said obligations shall be deemed to be a default under this Article V.

4.1.1 **Notice of Default.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Developer or assignee, then the City shall also provide a courtesy copy of the Notice to Master Developer.

4.1.2 **Contents of the Notice of Default.** The Notice of Default shall:

A. Specific Claim. Specify the claimed event of Default;

B. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement or Development Documents that is claimed to be in Default;

i. Materiality. Identify why the Default is claimed to be material; and

ii. Optional Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty

(60) days duration.

- 4.1.3 Meet and Confer.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" process, and shall attempt in good faith to resolve the default or dispute prior to initiating any litigation.
- 4.2 Remedies.** If the parties are not able to resolve the Default by "Meet and Confer", and if still in dispute then the parties may have the following remedies:
- 4.2.1 Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.
- 4.2.2 Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 4.2.3 Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by an assignee Developer, to withhold such items for development of those Parcels owned by the Developer until the Default has been cured.
- 4.3 Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.
- 4.4 Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.
- 4.5 Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.
- 4.6 Insolvency.** Insolvency, bankruptcy or any voluntary or involuntary assignment by any party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such party under this Article V.

- 4.7 **Court Costs and Attorney Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their court costs and reasonable attorney fees.

#### **ARTICLE V RECORDATION**

- 5.1 **Recordation.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Developer. Each commitment and restriction on development set forth herein shall be a burden on the real property constituting the Project, shall be appurtenant to and for the benefit of the City and shall run with the land.

#### **ARTICLE VI REIMBURSEMENT FOR PUBLIC IMPROVEMENTS**

- 6.1 **Developer's Obligations to Install Eligible Project Improvements.**
- 6.1.1 Developer shall, at its own expense and in accordance with the requirements of this Agreement, the Development Documents, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements, Federal and State laws and regulations, and all other conditions of development approval, construct and install or cause to be constructed and installed the future prescribed Eligible Public Improvements collectively referred to herein as "**Eligible Public Improvements**".
- 6.1.2 Developer shall, at its own expense, acquire necessary real property interests for the construction and installation of the Eligible Public Improvements and shall dedicate the acquired real property interests and Eligible Public Improvements to City, in a form approved and acceptable to the City Attorney.
- 6.1.3 Developer understands and agrees that Eligible Public Improvements will not be reimbursable unless they are approved by City in advance of development in accordance with City's ordinances, rules, regulations, and engineering standards and specifications.



**6.2 Cost Allocation and Collection from Benefited Properties for Eligible Project Improvements.**

6.2.1 The Parties agree that the properties reasonably anticipated to benefit from the construction and installation of the Eligible Project Improvements ("**Benefitted Properties**") shall be specified in the applicable pioneering agreement or subdivision-specific development agreement.

6.2.2 City shall allocate costs to the Benefited Properties as specified in the applicable pioneering agreement or subdivision-specific development agreement. The allocation will be based on frontage, zone, area, lot, impervious area, number of connections or other fair and equitable criteria.

6.2.3 City will make as a condition of approval for the owners of the Benefited Properties that seek City approval to develop, subdivide or build, to pay to the City the appropriate allocated costs identified herein, prior to granting any development, subdivision, conditional use, or site plan approval and prior to the City issuing any building permit, with respect to the Benefited Properties. The Parties acknowledge, understand and agree that the City is not liable if an approval, permit or action is granted inadvertently to a Benefited Property or person, unless done intentionally or by fraud. Notwithstanding the City's good faith efforts to require payment by owners of Benefited Properties, Developer is entitled to pursue its own civil action against the Benefitted Property owner for *quantum meruit*. Nothing in this section requires the City to legally pursue a Benefitted Property owner.

**6.3 Reimbursement Payments.**

6.3.1 Upon collection of the allocated costs from the Benefited Properties as set forth herein, City shall pay the collected amount to Developer (each payment shall be referred to hereinafter as a "**Reimbursement Payment**"). Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any Reimbursement Payment to Developer until the allocated costs are actually received by City. The Parties acknowledge, understand and agree that: (a) the City is not directly responsible or liable for any Reimbursement Payment to Developer, other than

to account for and pay sums received; (b) the City is not responsible in the event this Agreement is determined by a court of competent jurisdiction to be unenforceable.

6.3.2 Impact fee reimbursements for System Improvements shall be paid in accordance with Section 8-3B-4 of the 2009 City Code, attached hereto as **Exhibit B**.

6.3.3 No reimbursement, whether from Benefited Properties or from impact fees, shall be due to Developer until:

A. The applicable Eligible Public Improvements have been fully installed, inspected, and approved by the City, and the real property and Public Improvements have been dedicated to the City by lawful conveyance through plat, warranty deed or other method acceptable to the West Jordan City Attorney;

B. Developer has submitted to the City Engineer the documentation required by this Agreement evidencing actual costs of the Eligible Public Improvements; and

C. Such reimbursement is eligible by the terms of this Agreement and the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

#### 6.4 Reimbursement Amount.

##### 6.4.1 Maximum Reimbursement.

A. The maximum reimbursement for the Eligible Public Improvements shall be the lesser of: (1) the actual costs of Eligible Public Improvements as evidenced by the documentation submitted in accordance with the terms of this Agreement, or (2) the estimated costs of the Eligible Public Improvements prepared by the City Engineer, or as said sum is amended under the terms of the applicable subdivision-specific development agreement.

B. "Actual Costs" means the costs actually incurred or expended to construct or install the Eligible Public Improvements, which costs shall include disbursements to general contractors,

engineers, surveyors, construction management and inspection, and land planners. .

C. Developer shall provide to the City documentation, acceptable to the City Attorney, demonstrating the actual costs incurred by the Developer for the construction and installation of Eligible Public Improvements. Documentation shall include but not be limited to: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and all other information necessary for the City to determine the actual costs incurred. Developer's failure to submit the required documentation shall result in rejection of the undocumented claimed amount.

6.4.2 Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to Developer by the City or any other person on any amounts due under this Agreement.

6.5 **Ownership of Eligible Public Improvements.** City shall own the Eligible Public Improvements in fee title absolute, together with the lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Eligible Public Improvements by Developer; (ii) completion of applicable warranty periods; and (iii) inspection, approval and written acceptance by the City.

6.6 **Termination of Reimbursement Payments.** Reimbursement from impact fees for Eligible System Improvements shall continue until such time as the maximum reimbursement from impact fees has been reached. Impact fees may be used only for reimbursement of Eligible System Improvements and no other purpose. Nothing in this Agreement prohibits or limits the use of pioneering agreements with benefitted property owners.

6.7 **Phasing.** Notwithstanding any provision to the contrary in this Agreement, the parties acknowledge and agree that reimbursements for Eligible Public Improvements may be determined and implemented on a phase-by-phase basis

**ARTICLE VII  
GENERAL MATTERS**

- 7.1 Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.
- 7.2 Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared jointly by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.
- 7.3 Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.
- 7.4 Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.
- 7.5 Non-Liability of City Officials.** No officer, representative, agent or employee of the City shall be personally liable to Developer or any successor in interest or assignee of Developer in the event of any default or breach by the City, or for any amount which may become due the Developer, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.
- 7.6 No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

- 7.7 **Tax Benefits.** The City acknowledges that Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property to the City or to a charitable organization for open space or permitted uses. Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Developer by reason of the foregoing. .
- 7.8 **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph must have notified the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.
- 7.9 **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

The City:                    West Jordan City  
                                     8000 South Redwood Road  
                                     West Jordan, Utah 84088  
                                     Attention: City Clerk

Developer:                   Peterson Development Company LLC  
                                     225 South 200 East #200  
                                     Salt Lake City, Utah 841111  
                                     Attention: Justin Peterson

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

- 7.10 **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given

by the City for the Project, contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the Parties that this Agreement and the additional agreements between the Developer and the City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the Project. It is expressly acknowledged by the Parties that additional agreements may be entered into by or among the Parties and all such shall be included as Development Documents.

- 7.11 Effective Date.** This Agreement shall be effective as of August 17, 2012, the date the parties signed the summary settlement agreement. Approval of this Agreement by the City's City Council shall be a condition subsequent to the continuing legality of this Agreement.
- 7.12 Termination.** This Agreement shall terminate upon mutual written agreement of the parties hereto or on the date that is thirty (30) years following the effective date of this Agreement, whichever occurs first.
- 7.13 Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.
- 7.14 Effect of Agreement; Release of Claims.** Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal or State laws, City and County ordinances, regulations, or standards, except as otherwise expressly provided in this Agreement (e.g., vesting under the WSPA). It is the intent of the Parties that this Agreement serve as a complete release and waiver by Developer of any and all claims Developer has or may claim to have with respect to the City's application of the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements to the Project or the imposition of any requirement expressly set forth in this Agreement or the Development Documents. The intent of the parties is that any issue of unconstitutionality or other violation of law or equity by one party regarding demands made in connection with an application as to the other party shall be clearly and forcefully brought to the fore by the other party during the discussions and public hearings associated with such applications for resolution prior to approval of such applications. The

parties do not desire the situation of the parties moving forward with construction and development of a property under an approved application only to face legal challenge after the fact as to legal claims that could have been raised and settled or judicially determined before any funds or time was expended by any party.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement.

WEST JORDAN CITY, a municipality and political subdivision of the State of Utah

By: Melissa K. Johnson  
Melissa K. Johnson, Mayor

ATTEST:  
Wendy Deppe  
Melanie Briggs, City Recorder  
Wendy Deppe, Deputy City Recorder



CITY ACKNOWLEDGEMENT

STATE OF UTAH            )  
  : ss.  
County of Salt Lake    )

On this 27 day of Sept, 2012, before the undersigned notary public in and for the said state, personally appeared Melissa K. Johnson known or identified to me to be the Mayor of West Jordan City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Melanie Briggs  
Notary Public for Utah  
Residing at: Salt Lake County  
My Commission Expires: July 31, 2013



PETERSON DEVELOPMENT COMPANY LLC,  
a Utah Limited Liability Company,

By *Barrett Peterson*  
Its Authorized Managing Member

**DEVELOPER ACKNOWLEDGEMENT**

STATE OF UTAH            )  
                                      : ss.  
County of Salt Lake     )

On this 18<sup>th</sup> day of September, 2012, before the undersigned notary public in and for the said state, personally appeared Barrett Peterson, known or identified to me to be the authorized managing member of Peterson Development Company LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

*Lori Johnston*  
Notary Public for Utah  
Residing at: SLC UT  
My Commission Expires: 03.22.2015












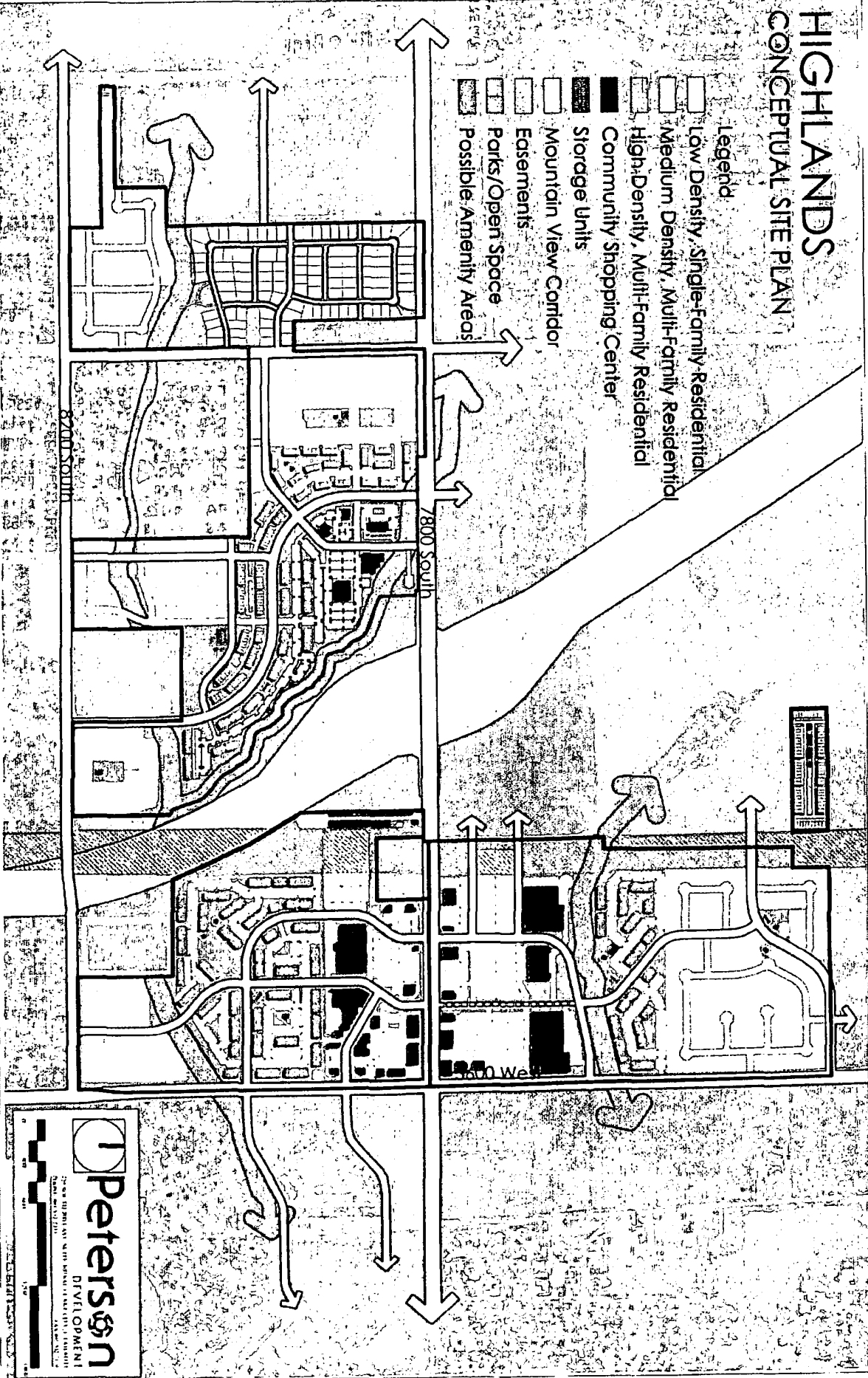


**EXHIBIT A**  
**Concept Plan**

# HIGHLANDS CONCEPTUAL SITE PLAN

## Legend

-  Low Density, Single-Family Residential
-  Medium Density, Multi-Family Residential
-  High Density, Multi-Family Residential
-  Community Shopping Center
-  Storage Units
-  Mountain View Corridor
-  Easements
-  Parks/Open Space
-  Possible Amenity Areas



UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
300 N ZEEB RD  
ANN ARBOR MI 48106-1500

**Peterson**  
CIVIL/OPMENT

SCALE: 1" = 100'

0 100 200 300 400 500 600 700 800 900 1000

**Exhibit B**  
**City Code Section 8-3B-4**

**8-3B-4: REIMBURSEMENT FOR SYSTEM IMPROVEMENTS:**

- A. Authorized: Improvements specifically listed but not yet built in the city capital facilities plan (CFP) may be constructed by the developer out of the CFP planned sequence if such construction is acceptable to the city and does not create unreasonable collateral hardships to the infrastructure system. The developer may request a reimbursement agreement, pursuant to provisions of this title. The eligible costs shall not exceed the costs upon which the impact fees were established. The city manager or designee shall establish a priority for the CFP improvements, and eligible costs may be reimbursed from impact fees collected, after higher priority projects in the CFP have been adequately funded.
- B. Expiration: The reimbursement for system improvements may continue until such time as the cumulative reimbursement amount being collected as, and paid from, impact fees reaches an amount equal to the maximum reimbursement for said system improvements. No reimbursement shall be due or payable in excess of the amount of impact fees available, after higher priority projects in the CFP have been adequately funded. (2001 Code § 89-6-413; amd. 2009 Code; Ord. 09-31, 10-14-2009)

### Development Agreement Legal Description

Beginning at the Northwest corner of Section 36, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence running along the section line S00°05'14"W 2602.13 feet, more or less, to the West Quarter Corner of said Section 36; thence N89°34'46"W 1267.20 feet along the East-West center section line of Section 35, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence Southwesterly 127.53 feet along the arc of a 762.00 foot radius curve to the left (chord bearing S85°37'33"W 127.38 feet), with a central angle of 9°59'31"; thence S79°19'20"W 93.12 feet; thence Southwesterly 128.40 feet along the arc of a 762.00 foot radius curve to the right (chord bearing S85°15'57"W 128.25 feet), with a central angle of 10°05'46", along the centerline of 8200 South Street; thence N89°29'02"W 2374.16 feet, more or less, along the center of said Street to a point South 46.08 feet perpendicular from the Southeast corner of Bloomfield Heights Phase 1, recorded in the Salt Lake County Recorder's office, under Entry Number 9421718, Book 2005P, Page 200; thence N00°29'35"W (N00°29'34"W) 1336.52 feet, more or less, along the East lines of Bloomfield Heights Phases 1, 2 and 3 to the Northeast corner of Bloomfield Heights Phase 3, recorded in the Salt Lake County Recorder's office, under Entry Number 9807174, Book 2006P, Page 230; thence N89°55'58"W 1332.06 feet, more or less, along the North line of said subdivision Phases 3 and 2 to the Easterly line of Section 34, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence S89°23'57"W 45.00 feet to the Northwest corner of Bloomfield Heights Phase 2; thence S00°36'03"E 1334.73 feet, more or less, along the West line of said Phase 2 to the center of 8200 South Street; thence N89°45'22"W 1884.03 feet, more or less, along the centerline of said Street to the center of 6700 West Street; thence N0°21'17" W 741.04 feet, more or less, to a point West 36.5 feet perpendicular from the Northwest corner of West Jordan Sunset Church Subdivision plat found in the Salt Lake county Recorder's office under Entry Number 10547843, Book 2008, Page 273; thence S89°44'03"E (S89°58'51"E) 992.64 feet, more or less, to the Northeast corner of said subdivision, said point also being the Southeast corner of the Alan Peck property described in that certain Quit-Claim Deed filed in the office of the Salt Lake County Recorder under Entry Number 3933275, in Book 5550, at Page 46; thence N0°22'00"W 1885.76 feet along the East line of said Peck property to the North line of said Section 34; thence S89°50'53"E 937.50 feet along said North line to the Northeast corner of said Section 34; thence S89°45'37"E 3576.91 feet, more or less, along the North line of Section 35, Township 2 South, Range 2 West of the Salt Lake Base and Meridian to a corner of that certain A.L.T.A./ A.C.S.M. Survey recorded in the Salt Lake County Survey's office under Survey Number S2005-08-0515, said point being the Southerly extension of the West property line of that certain tract of land conveyed to Pond House LLC by that Special Warranty Deed filed in the office of the Salt Lake County Recorder

under Entry Number 10803967, in Book 9765, at Page 5202; thence N00°28'29"W 1323.60 feet, more or less, along said Survey and along the West line of said Pond House property to the Southwest corner of the Lot Line Adjustment Rocky Mountain Power survey recorded in the Salt Lake County Surveyor's office under Survey Number S2010-01-0005, said point also being the Southwest corner of Parcel 4 conveyed to Rocky Mountain Power, described in that certain Correction Special Warranty Deed filed in the office of the Salt Lake County Recorder under Entry Number 10891758, in Book 9801, at Page 7059; thence N00°28'29"W 1318.75 feet, more or less, along the West line of parcels 1, 2, 3 and 4 of said Correction Special Warranty Deed to the East-West center section line of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, said point also being an angle point in said Rocky Mountain Power Survey; thence S89°44'02"W 902.80 feet along said East-West center section line to the West line of the Northeast Quarter of said Section 26; thence N00°35'20"W 263.29 feet along the West line of said Northeast Quarter to the Northwest corner of Parcel 2 of that certain Special Warranty Deed conveyed to Barrett and Ashley Peterson under Entry Number 7920831, in Book 8467, at Page 7629; thence N89°43'43"E 860.87 feet along the North line of said Peterson parcel to the west line of the Rocky Mountain Power property described in that certain Warranty Deed filed in the office of the Salt Lake County Recorder under Entry Number 2928486, in Book 4471, at Page 508; thence N88°21'42"E 301.27 feet across the Rocky Mountain Power property to the Northwest corner of that second described tract of land conveyed to CAPB Properties LLC by that certain Warranty Deed filed in the office of the Salt Lake County Recorder under Entry Number 10519070, in Book 9642, at Page 3205; thence N89°59'10"E 1501.05 feet along the North Line of said CAPB property to the East line of said Section 26; thence S00°28'20"E 2921.12 feet (S00°28'05"E 2921.86 feet) along said section line to the point of beginning.

**Excepting therefrom** any portion lying within the existing West Jordan City Streets.

**Also excepting therefrom** any portion lying with the Utah Department of Transportation's Mountain View Corridor.

**Also excepting therefrom** Lot 101, Rasband Subdivision No. 1, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder under Entry Number 5679269, in Book 93-12 of Plats, at Page 329.

**Also excepting therefrom** Lot 1, West Jordan Sunset Church Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder under Entry Number 10547843, in Book 2008 of Plats, at Page 273.

**Also excepting therefrom** Lot 1, Fox Hollow Elementary Subdivision, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder under Entry Number 11454650, in Book 2012P of Plats, at Page 128.

**Also excepting therefrom** that certain tract of land conveyed to the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints by that certain deed filed in the office of the Salt Lake County Recorder under Entry Number 10865097, in Book 9791, at Page 732, more particularly described as follows, to wit:

Point of Beginning is South 89°54'20" West 937.50 feet and South 00°36'34" East 2351.36 feet from the Northeast corner of Section 34, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 00°36'34" East 232.80 feet; thence North 89°58'51" West 937.52 feet; thence North 00°36'34" West 232.80 feet; thence South 89°58'51" East 937.52 feet to the point of beginning.

**Also excepting therefrom** that certain tract of land conveyed to the City of West Jordan, Utah, by that certain deed filed in the office of the Salt Lake County Recorder under Entry Number 8243382, in Book 8601, at Page 5413, more particularly described as follows, to wit:

Beginning at a point North 89°50'30" West 831.76 feet and North 00°11'53" West 40.00 feet from the East Quarter corner of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 89°50'30" West 437.50 feet; thence North 00°11'53" West 687.50 feet; thence South 89°50'30" East 437.50 feet; thence South 00°11'53" East 687.50 feet to the point of beginning.

**Also excepting therefrom** that certain tract of land conveyed to Questar Gas Company by that certain deed filed in the office of the Salt Lake County Recorder under Entry Number 10684712, in Book 9714, at Page 6799, more particularly described as follows, to wit:

Beginning at a point North 89°58'37" East 814.39 feet along the section line and South 233.02 feet from the North Quarter corner of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said point being on the West line of an existing Questar Gas Company easement; thence South 89°58'35" West 50.00 feet; thence South 00°01'23" East 75.00 feet; thence North 89°58'35" East 50.00 feet to the West line of said easement; thence North 00°01'23" West 75.00 feet along said line to the point of beginning.

**Also excepting therefrom** that certain tract of land conveyed to Pacificorp by that certain deed filed in the office of the Salt Lake County Recorder under Entry Number 10548295, in Book 9653, at Page 6827, more particularly described as follows:

A parcel of land situate in the Northwest Quarter of the Northeast Quarter of Section 35, Township 2 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point on the South line of 7800 South Street which is 1342.43 feet South 89°58'35" West along the section line and 33.00 feet South 00°04'35" West from the Northeast corner of said Section 35, and running thence South 00°04'35" West 350.00 feet; thence South 89°58'35" West 448.97 feet to the Easterly line of an easement granted to Kern River Gas Transmission Company recorded as Entry Number 5406966, in Book 6583, at Page 712, in the office of the Salt Lake County Recorder; thence North 00°04'59" East 350.00 feet along said Easterly line to the South line of 7800 South Street; thence North 89°58'35" East 448.93 feet along said South line to the point of beginning.

**Also excepting therefrom** those certain tracts of land conveyed to Rocky Mountain Power by that certain correction deed filed in the office of the Salt Lake County Recorder under Entry Number 11535460, in Book 10087, at Page 5696, more particularly described as follows:

A part of the Southeast Quarter of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, more particularly described as follows, to wit:

Beginning at a point on the North line of boundary line of the Centennial Land LLC & Greenbriar Land LLC & CAPB Properties LLC recorded as Entry No. 10518918, in Book 9642, at Page 2702, in the office of the Salt Lake County Recorder, being a point on the West line of the U.P.&L. 160" wide easement recorded as Entry No. 3683416, in Book 5382, at Page 909, in the office of the Salt Lake County Recorder, located South 89°59'28" West (State Plane Utah Central Grid Bearing) 1667.88 feet along the North line of said Southeast Quarter from the Northeast corner of said Southeast Quarter; running thence South 00°20'05" West 1326.81 feet, more or less, parallel to and along the West line of said U.P.&L. easement to the South boundary line of said Centennial Land LLC & Greenbriar Land LLC & CAPB Properties LLC property; thence North 89°55'34" West 73.56 feet along said South boundary line to the Southwest corner of said property; thence North 00°28'02" West 1326.72 feet, more or less, to the Northwest

corner of said property; thence North 89°59'28" East 92.13 feet along said North boundary line to the point of beginning.

**Also excepting therefrom** that certain tract of land conveyed to Utah Power & Light Company by that certain deed filed in the office of the Salt Lake County Recorder under Entry Number 2928486, in Book 4471, at Page 508, more particularly described as follows:

A tract of land situate in the West ½ of the Northeast ¼ of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described as follows:

Beginning on the North boundary line of the Grantors' land at a point 1467.90 feet West along the section line from the Northeast corner of Section 26, T. 2 S., R. 2 W., S.L.M., and running thence West 300.01 feet along said section line; thence S. 0°01' E. (S. 0°04'24" W. certified survey bearing) 2638.02 feet to the South boundary line of said Grantors' land; thence East 300.01 feet along said South boundary line; thence N. 0°01' W. (N. 0°04'24" E. certified survey bearing) 2638.30 feet to the point of beginning.

**ALL OF THE FOREGOING PROPERTY IS SITUATED IN SALT LAKE COUNTY,  
STATE OF UTAH**



**Development Agreement Parcel Numbers**

20-26-200-008-0000	20-34-200-026-0000
20-26-200-020-0000	20-34-200-027-0000
20-26-400-011-0000	20-34-200-036-0000
20-26-400-012-0000	20-34-200-037-0000
20-26-400-014-0000	20-34-276-001-0000
20-26-400-016-0000	20-34-276-002-0000
20-26-400-018-0000	20-34-276-003-0000
20-26-400-020-0000	20-35-100-001-0000
20-26-400-021-0000	20-35-100-014-0000
20-34-200-010-0000	20-35-100-018-0000
20-34-200-013-0000	20-35-200-006-0000
20-34-200-014-0000	20-35-200-025-0000
20-34-200-020-0000	20-35-200-027-0000
20-34-200-022-0000	20-35-200-032-0000
20-34-200-023-0000	20-35-200-033-0000
20-34-200-025-0000	20-35-200-034-0000

**Exhibit B**  
*(to Project Participation Agreement)*

**SETTLEMENT AGREEMENT,**  
dated September 18, 2012

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into as of the 18<sup>th</sup> day of September, 2012, by and between PETERSON DEVELOPMENT COMPANY LLC, KFP CORPORATION, LEON PETERSON dba LEON PETERSON CONSTRUCTION LLC, ISLAND PARK DEVELOPMENT LLC, STONE CREEK LLC, CANYON RANCHES LLC, DOVE'S LANDING LC, LEON PETERSON DEVELOPMENT COMPANY, CENTENNIAL LAND LLC, GREENBRIER LAND LLC, and CAPB PROPERTIES LLC (collectively these parties, together with their assigns and successors in interest as to any claim or described real property, as the context may require, are referred to herein as "PETERSON") and the CITY OF WEST JORDAN a political subdivision of the State of Utah ("WEST JORDAN"). Collectively, PETERSON and WEST JORDAN will sometimes be referred to herein as the "Parties."

### RECITALS

A. A number of disputes and claims have arisen between PETERSON and WEST JORDAN. Some of these disputes and claims have resulted in one or more lawsuits by PETERSON against WEST JORDAN now pending in court. (All of these disputes and claims, including but not limited to those claims now made the subject of lawsuits are referred to herein as the "Claims").

B. Having shared information concerning the Claims, and now being fully informed of the facts and legal issues embodied by the Claims, the Parties now desire to enter into a full and final settlement of all issues and claims as now exist between them, as set forth herein and in the attachments to this Agreement.

C. The parties acknowledge that the release and waiver of claims contained in this Agreement is intended to bind all of the PETERSON's affiliates, whether named above or presently unnamed. For this purpose the term "affiliate" means a person or entity under common control with, controlled by, or in control of PETERSON. "Control" means having the legal ability to direct and bind.

## TERMS

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants set forth herein, it is hereby AGREED AS FOLLOWS:

1. Closing of Cash Elements. Within 10 business days of the approval of this Agreement by WEST JORDAN's City Council, the following actions shall take place:

a. Subject to the provisions of section 5, below, WEST JORDAN shall pay and deliver to PETERSON a cash sum up to a maximum of \$305,228.57, being the total reimbursement due to PETERSON for the Stone Creek project, as provided in section 5.

b. PETERSON shall pay and deliver to WEST JORDAN the cash sum of \$45,000 representing satisfaction of the City's claim for PETERSON to complete improvements in the Stone Creek project.

c. WEST JORDAN shall pay and deliver to PETERSON the cash sum of \$45,724.14 representing the agreed reimbursement value of the Mitchell, Atkinson and Udall properties previously acquired by PETERSON and dedicated to WEST JORDAN for 5600 West.

d. The cash sums described in subparts a., b. and c. may be offset to result in a single cash payment from WEST JORDAN to PETERSON.

e. The cash payments provided in this section 1 are not contingent on the establishment of the agreed assessment area described in section 3.

2 Dismissal of Lawsuits. At the time of signing this Agreement and exchange of cash consideration, PETERSON shall have caused to be signed by the appropriate legal counsel and PETERSON shall deliver to WEST JORDAN for filing with the Court

the dismissal pleadings attached to this Agreement as **Exhibit A** and incorporated herein by this reference.

3. Open Space Long Term Maintenance. The Parties agree to cooperate in the establishment of an assessment area under the Utah Assessment Area Act, Utah Code Sections 11-42-101 et seq, for the purpose of providing funding for the ongoing maintenance of trails, parks and other open space within the proposed assessment area. **Exhibit B**, attached hereto and hereby made a part hereof, generally shows the proposed assessment area and the parks, trails and other open space within the Stone Creek portion of the proposed assessment area to be maintained by the proposed assessment area. By including The Highlands within the proposed assessment area, as similar open space improvements (parks, trails, playgrounds, park strips, etc) are created they will be maintained by the proposed assessment area following the completion of construction and the applicable warranty period.

The creation of the proposed assessment area will be governed by the following provisions:

- a. The proposed assessment area initially shall encompass the entirety of PETERSON's Stone Creek project property and PETERSON'S The Highlands project property, including both commercial and residential properties, and both developed and undeveloped properties.
- b. Other properties immediately adjacent to the Stone Creek or The Highlands projects may be included within the assessment area at the time of establishment of the proposed assessment area or thereafter to the extent permitted and following the process prescribed in the Assessment Area Act.
- c. PETERSON shall take all steps necessary to support the designation of the proposed assessment area by causing all property owned or controlled by PETERSON and its affiliates to withhold protest against the proposed assessment area designation. It is the expectation of the parties that because PETERSON owns a majority of the square footage of real

property within the proposed assessment area, any protests to the proposed assessment area will not aggregate enough square footage of property to block the successful designation of the assessment area. PETERSON acknowledges that the future purchasers of its currently developed and undeveloped property within the proposed assessment area will be subject to levy of assessment.

d. During the time period between the date of the Conceptual Settlement Agreement signed by the parties and the effective date of the designation of proposed assessment area, if PETERSON sells or has sold any of its undeveloped or developed real property contemplated to be included in the proposed assessment area to a third party, PETERSON will obtain written consents from each and every such purchaser consenting to the designation of the proposed assessment area. With respect to properties sold by or for PETERSON prior to the date of the Conceptual Settlement Agreement, PETERSON will use its best efforts to persuade all such purchasers to not protest the designation of the proposed assessment area. A form of Consent is attached hereto as **Exhibit C**,

e. At some time in the past, an attempt was made to create a special improvement district (SID) covering some of the area proposed to be included in the proposed assessment area. PETERSON will cooperate with WEST JORDAN in ascertaining which of the current property owners within the proposed assessment area had received notice of such a proposed special improvement district, and which, if any, property owners previously consented in writing to the formation of the SID.

f. It is contemplated that one or more public hearings will be noticed in connection with the proposed assessment area. These hearings will be facilitated and chaired by WEST JORDAN. PETERSON shall attend each of these public hearings and shall speak in favor of the proposed assessment area.

g. In determining the total costs to be used in calculating annual assessment levies to the property owners within the designated assessment area, the total projected costs of maintenance of all parks, trails and other open space within the assessment area shall first be reduced by 20% before being allocated and assessed according to the assessment formula of the assessment area. This 20% of the total costs not allocated to property owners within the assessment area will be absorbed by WEST JORDAN. WEST JORDAN and PETERSON will cooperate and consult to keep the assessments and the cost of maintenance as low as possible while providing a reasonable level of service within the assessment area. In addition to the foregoing, and not by way of limitation, before publishing notice of any recommendation to a final decision-making authority that would establish or revise the dollar amount of assessments made pursuant to the assessment area, WEST JORDAN shall notify PETERSON of the recommendation and shall, upon PETERSON'S request made within fourteen (14) days of such notice, meet with PETERSON to discuss the recommendation and shall not publish notice of the recommendation until after said meeting.

h. WEST JORDAN shall front the costs of the establishment of the proposed assessment area, including but not limited to the fees of special legal counsel, but shall be permitted to include all of such costs into the first assessment levy to the extent permitted by the Assessment Area Act. PETERSON may but is not required to retain special outside legal counsel to advise it with respect to the proposed assessment area. If PETERSON retains such legal counsel, the costs of such advice shall be included in the first assessment levy to the extent allowable under the Assessment Area Act.

i. PETERSON shall maintain the parks, trails and other open space within PETERSON'S Stone Creek project from the date of the Conceptual Settlement Agreement signed by the parties until April 30, 2013 or the date of the final action by WEST JORDAN in connection with the designation of the proposed assessment area, whichever date occurs first. Notwithstanding

the foregoing, WEST JORDAN agrees to accept dedication of all of the now extant and heretofore constructed public improvements within Stone Creek on or before December 31, 2012.

With respect to parks, trails and other open space within The Highlands, these shall be constructed by PETERSON and shall be maintained and warranted by PETERSON as provided in the 2009 City Code. Once these are dedicated to and accepted by WEST JORDAN, these facilities thereafter shall be maintained by the proposed assessment area.

j. Prior to signing of this agreement, WEST JORDAN has provided written assurance to PETERSON that commercial property within the proposed assessment area can be assessed at a lower rate than developed residential property and that undeveloped property can be assessed at a lower rate than developed property. Moreover, while the actual maintenance costs to be borne by the proposed assessment area cannot be currently ascertained prior to the required signing of this Agreement, WEST JORDAN agrees that commercial properties within the assessment area will bear between 1% and 5% of the costs of the assessment area and that undeveloped property will bear between 1% and 3% of of the costs of the assessment area. These cost percentages, as well as the resulting no more than 98% for developed residential properties, are determined after the reduction of the total by the City's 20% share of basic ongoing maintenance costs.

4. Stone Creek Phase II Pavilion. PETERSON will complete the construction of the Phase II pavilion in Stone Creek, including all concrete work, on or before October 31, 2012. The parties agree that \$25,000 may be retained by WEST JORDAN from the cash otherwise due to be paid to PETERSON under section 1, above as security for the completion of this construction. Once PETERSON has fully completed this construction, this money will be released to PETERSON.



5. Reimbursement for Public Improvements. WEST JORDAN has agreed, in section 1(a) above, to pay up to \$305,228.57 to PETERSON. This payment resolves all pending claims of PETERSON to reimbursement from WEST JORDAN with respect to hitherto constructed public improvements within Stone Creek. At or before the time of signing this Agreement PETERSON shall deliver to WEST JORDAN audit grade written documentation of its expenditures supporting claims for reimbursement of past public improvement construction (for this purpose "audit grade" means third party invoices for material or services, internal work orders, cancelled checks, and similar written evidence created and received at the time of construction). If audit grade support documentation for more than \$263,565.00 is not, or cannot be provided, the parties agree that the reimbursement for past public improvement construction shall be fixed at \$263,565.00, regardless of audit grade documentation or the lack thereof. This amount represents the "Park 2 Improvements" and the "Final Grade, Seed & Trees" items agreed to in a letter authored by Wayne Harper dated August 21, 2001, a copy of which is attached as **Exhibit D**.

6. Zoning for The Highlands Multi-Phase Development Project. WEST JORDAN agrees and assures PETERSON that the entirety of PETERSON's The Highlands multi-phase project as now described in a concept plan submitted by PETERSON to WEST JORDAN and reviewed by the WEST JORDAN Planning Commission on June 5, 2012 (a copy is attached as **Exhibit E**, and by this reference made a part hereof) can be developed under the rules, requirements and benefits provided in the City's West Side Planning Area (WSPA) notwithstanding the City's announced intent to repeal the WSPA in favor of a different zoning program. To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2009). The WSPA shall govern bonus densities as well as any Developer-requested zoning changes within the Project. Specifically and without limitation, the City agrees that the base densities

provided in the WSPA shall be available to Developer throughout the Project, regardless of whether or not the City repeals WSPA and adopts a different zoning program. The City makes no assurance that Developer will in fact meet the requirements as to any particular density bonus it may seek under the WSPA. Developer shall be entitled to the full benefit of bonus densities for which it qualifies under the WSPA.

7. Agreements with Respect to 5600 West. By means of a purchase agreement and deeds, the forms of which are attached as Exhibit F hereto, and hereby made a part hereof, PETERSON shall sell and WEST JORDAN shall purchase 30 feet of roadway property along the West side of 5600 West between 7400 South and 7800 South concurrently with the signing of this Agreement and the related development agreement. The agreed purchase price is \$363,480.00, determined as agreed through an appraiser selected by PETERSON at the sole cost and expense of WEST JORDAN. As per the City Code, PETERSON shall dedicate without charge to WEST JORDAN and WEST JORDAN shall accept an additional 33 feet of roadway along what will become 5600 West between 7400 South and 7800 South. Both the purchased property and the dedicated property shall comply with the 2009 City Code with respect to real property dedicated to the City. Specifically, and without limitation, the properties must be free of all liens and tax assessments.

8. Release of Claims and Dismissal of Litigation. The parties, for themselves and all of their affiliates, do hereby release, discharge and acquit the other party, including any of the other party's agents, representatives, attorneys, predecessors, successors, transferees, assignees and employees, past and present, from any and all claims, demands, damages, liabilities, actions and causes of action of every kind, nature and description, asserted or unasserted, known or unknown, of whatever nature, character or description, which have been or could be or could have been raised or brought against the other party relating to or in any way connected with decisions or actions of the other party occurring prior to the date hereof. This release and waiver is not limited to the disputes arising out of or related to the Claims, and includes but is not limited to issues

related to Stone Creek and The Highlands, and includes any and all prior legal relationships between the Parties. This Release shall receive the broadest possible interpretation as a general and complete release as of the date of this Agreement. Notwithstanding the immediately preceding sentence, the Parties are not releasing each other for breaches of this Agreement or of the contemplated Development Agreement, or the contemplated 5600 West Purchase Agreement, nor does this mutual release affect the need for PETERSON to comply with the 2009 City Code and other published engineering and development requirements with respect to as yet undeveloped property, including but not limited to within Stone Creek and The Highlands.

9. Attorney Fees and Costs: Each party agrees to bear its own costs and attorney fees incurred in pursuing and defending against the issues, disputes and claims settled hereby.

10. No Other Claims. The Parties shall and do hereby acknowledge, for themselves and for their affiliates, that they are not aware of any claims or potential claims between WEST JORDAN and PETERSON, or any affiliate of PETERSON, as of the date of this Agreement which are not included in and covered by this Agreement.

11. Warranties and Representations. The following warranties and representations are material to the Agreement and shall survive this Agreement:

a. Authority: The Parties each warrant and represent that they have full authority to enter into this Agreement and to perform their varied obligations and actions under this Agreement. Without limiting the foregoing, the signatories hereto warrant that they have the requisite legal authority to bind their entities and the affiliates of those entities.

b. Authenticity: The Parties each warrant and represent that all signatures to this Agreement on their behalf and that all signatures to be made on their behalf to documents to be provided

or exchanged pursuant to this Agreement are and will each be authentic and binding upon them and their affiliates.

c. Implementation: The parties each agree and warrant to one another that each will take all steps necessary to implement this Agreement.

12. No Other Warranties or Representations. Each party acknowledges that, except as expressly stated in this Agreement with respect to a separate purchase agreement and a separate development agreement to be signed simultaneously, no party (nor any of its agents, employees, attorneys or representatives) has made any statement or representation to any other party regarding any fact relied on by any other party in entering into this Agreement. Each party specifically acknowledges that he or she has not relied on any statement, representation or promise of any other party, or of any of its agents, employees, attorneys, or representatives in executing this Agreement, except as expressly set forth herein. In addition, each party acknowledges that it is under no duress or undue influence and that each party executes this Agreement as an act of voluntary free will.

13. Opportunity to Investigate. Each party acknowledges that it and its attorneys have made such investigation of facts pertaining to this Agreement, and all of the matters pertaining thereto, as it deems necessary.

14. Representations During Negotiation; After Discovered Facts. In entering into this Agreement, the Parties, and each of them, recognize that there may have been statements made in the course of negotiations by the Parties and/or their counsel, or that there may have been incomplete disclosures or nondisclosures of fact. The Parties acknowledge that they are aware that they may, after execution of this Agreement, discover facts which they did not heretofore know, or which they thought not to have existed, or which they believe to be true with respect to the released claims. Accordingly, each party assumes the risk of any incomplete disclosure or mistake. If any party should subsequently discover that any fact assumed or relied on in entering into this Agreement

did not exist, was mistaken or otherwise untrue, or that any understanding of the facts or of the law was incorrect, such party shall not be entitled to bring any claim or to set aside this Agreement.

15. No Admission. It is agreed that this Agreement, and the information contained in this Agreement, are not to be construed as an admission by or on behalf of any of the Parties of any wrongful acts or liability whatsoever.

16. Integration. This Agreement is the complete agreement between the Parties relating to the subject matter hereof, and there are no written or oral understandings or agreements directly or indirectly connected with this Agreement and settlement that are not referenced and/or incorporated herein other than the previously referenced purchase agreement and Development Agreement between the parties. This purchase agreement and the Development Agreement are contemplated by the parties to be signed simultaneously with the signing of this Agreement, and these other agreements will stand alone without legal reference to this Agreement. Any prior negotiations, correspondence, or understandings relating to the subject matter of the Claims and this Agreement shall be deemed to be merged into this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in an explicit writing executed by each of the Parties.

17. Severability. Except as expressly provided to the contrary in this Agreement, in the event one or more of the provisions of this Agreement, for any reason, should be held invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

18. Construction and Interpretation. The Parties acknowledge that this Agreement, together with the documents to be executed and exchanged in accordance with this Agreement, are the product of

negotiations in which each party has been represented by legal counsel of their own selection, or that each party had the opportunity for such representation. The Parties therefore agree that the Agreement and the documents to be executed and exchanged in accordance with this Agreement are to be construed and interpreted fairly and reasonably in accordance with their terms and not as against any party as the drafter thereof.

19. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

20. No Assignment of Claims. The Parties represent and warrant to each other that they have not sold, assigned, conveyed or otherwise transferred, prior to the execution of this Agreement, any interest, claim or demand which they had, now have, or may claim to have against the other, which is addressed by this Agreement.

21. Counterparts. This Agreement may be executed in duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Copies or facsimiles of signatures to this Agreement have the same effect as if the signatures were placed on the originals and shall be deemed to be fully executed by each signatory.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

PETERSON DEVELOPMENT  
COMPANY LLC

By:                     *Brent Sch*                      
Its: Authorized Managing  
Member

Approved as to Legal Form:

-----  
Legal Counsel for PETERSON

KFP CORPORATION

By:                     *[Signature]*                      
Its: Authorized Officer

ISLAND PARK DEVELOPMENT STONE CREEK LLC  
LLC

By:                     *[Signature]*                      
Its: Authorized Managing  
Member

CITY OF WEST JORDAN

By:                     *[Signature]*                      
Its: Mayor



Approved as to Legal Form:

-----  
Legal Counsel for WEST  
JORDAN

LEON PETERSON dba LEON  
PETERSON CONSTRUCTION

By:                     *[Signature]*                      
Leon Peterson

CANYON RANCHES LLC

By: *Bonitt PL*  
Its: Authorized Managing  
Member

DOVE'S LANDING L.C.

By: *Ryan B. Stusa*  
Its.: Authorized Managing  
Member

CENTENNIAL LAND LLC

By: *[Signature]*  
Its: Authorized Managing  
Member

GREENBRIER LAND L.C.

By: *Bonitt PL*  
Its.: Authorized Managing  
Member

LEON PETERSON DEVELOPMENT  
COMPANY

By: *[Signature]*  
Its: Authorized SIGNER

CAPB PROPERTIES LLC

By: *Bonitt PL as power of attorney for*  
Its: Authorized Managing *Ashley Peterson*  
Member *Beck*



**CAPB PROPERTIES, LLC  
DELEGATION OF AUTHORITY BY MANAGER**

Ashley Peterson Beck, being the sole Manager (the "Manager") of CAPB Properties, LLC, a Utah limited liability company (the "Company"), with the purposes and intentions and acknowledging the facts set forth herein, does hereby authorize and direct Barrett J. Peterson (the "Agent") as follows:

WHEREAS, the Manager is the Manager of the Company pursuant to the Articles of Organization for the Company filed with the State of Utah on February 5, 2008 (the "Articles") and the Operating Agreement for the Company entered into between the Members and the Manager dated February 5, 2008 (the "Operating Agreement"); and

WHEREAS, the Manager desires to delegate to the Agent the power to act on behalf of the Company pursuant to Section 8.3.14 of the Company Operating Agreement.

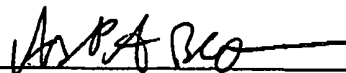
NOW THEREFORE, the Company delegates authority to the Agent to act for and on behalf of the Company as follows:

1. Agent is delegated authority to act for and in behalf of the Company only on matters for which the Agent possesses written authorization for such specific actions where Company appears on existing bank loans or projects signed by the Manager.
2. Agent shall report any actions taken on behalf of the Company to the Manager on a quarterly basis.
3. This Delegation will be revoked effective December 31, 2015.
4. This Delegation shall not include any power of substitution without the written consent of the Manager.
5. This Delegation by the Manager shall not cause the Manager to cease to be the Manager of the Company and the Manager retains all rights and responsibilities granted to the Manager pursuant to the Articles, Operating Agreement or Utah law.
6. This Delegation may be executed in counterparts, all of which together shall be deemed to comprise a single original.

7. Reproductions of this executed original (with reproduced signatures) shall be deemed to be original counterparts of this Certificate.


DATED the 15 day of February, 2012.

CAPB PROPERTIES, LLC, a Utah Limited Liability Company

By:   
Ashley Peterson Beck, Manager

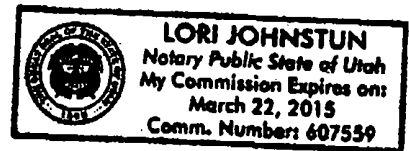
STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

Subscribed, sworn to and acknowledged before me by Ashley Peterson Beck, Manager of CAPB Properties, LLC, whose identity is known to me or proven to me on the basis of satisfactory evidence, this 15 day of February, 2012.

  
NOTARY PUBLIC

Approved By The Member:

  
Ashley Peterson Beck



**EXHIBIT A**  
**(PLEADINGS FOR DISMISAL OF LAWSUITS)**

Jeffrey Robinson (4129)  
City Attorney  
Stuart Williams (8995)  
Deputy City Attorney  
**CITY OF WEST JORDAN**  
8000 South Redwood Road  
West Jordan, Utah 84088  
Telephone: (801) 569 5140

Attorneys for Defendant City of West Jordan

---

IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH

---

PETERSON DEVELOPMENT COMPANY,  
LLC, et al

Plaintiffs,

v.

CITY OF WEST JORDAN

Defendants.

**JOINT MOTION AND STIPULATION  
FOR DISMISSAL WITH PREJUDICE**

Judge: Deno Himonas

Civil No. 110916059

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All of the Plaintiffs and Defendant CITY OF WEST JORDAN (WEST JORDAN), by and through their counsel of record, hereby stipulate and move the Court under Rule 41 of the Utah Rules of Civil Procedure, that the above captioned matter be dismissed in its entirety with prejudice.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

ANDERSON CALL & WILKINSON

CITY OF WEST JORDAN

By: \_\_\_\_\_  
Kevin Egan Anderson  
Counsel for All Plaintiffs

By: \_\_\_\_\_  
Jeffrey Robinson, City Attorney  
Counsel for City of West Jordan

Jeffrey Robinson (4129)  
City Attorney  
Stuart Williams (8995)  
Deputy City Attorney  
**CITY OF WEST JORDAN**  
8000 South Redwood Road  
West Jordan, Utah 84088  
Telephone: (801) 569 5140

Attorneys for Defendant City of West Jordan

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IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH

---

PETERSON DEVELOPMENT COMPANY, LLC, et al	<b>ORDER GRANTING DISMISSAL WITH PREJUDICE</b>
Plaintiffs,	Judge: Deno Himonas
v.	
CITY OF WEST JORDAN	Civil No. 110916059
Defendants.	

---

Based on the Joint Motion to Dismiss with Prejudice filed in this matter by Plaintiffs PETERSON DEVELOPMENT COMPANY LLC, et al ("PETERSON") and the CITY OF WEST JORDAN ("WEST JORDAN"), by and through their counsel of record, and for good cause shown,

IT IS HEREBY ORDERED AND ADJUDGED that the above captioned case in its entirety be and it is hereby dismissed with prejudice, each party to bear its own costs and attorney fees.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

By the Court

\_\_\_\_\_  
District Judge

Approved as to form:

-----  
Jeffrey Robinson  
Counsel for WEST JORDAN

-----  
Kevin E. Anderson  
Counsel for PETERSON

Jeffrey Robinson (4129)  
City Attorney  
Stuart Williams (8995)  
Deputy City Attorney  
**CITY OF WEST JORDAN**  
8000 South Redwood Road  
West Jordan, Utah 84088  
Telephone: (801) 569 5140

Attorneys for Defendant City of West Jordan

---

IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH

---

ALPINE HOMES LLC, et al

Plaintiffs,

v.

WEST JORDAN CITY

Defendants.

**JOINT MOTION AND STIPULATION  
FOR DISMISSAL WITH PREJUDICE**

Judge: Kennedy

Civil No. 120904444

---

Plaintiff LEON PETERSON DEVELOPMENT COMPANY ("PETERSON") and Defendant CITY OF WEST JORDAN (WEST JORDAN), by and through their counsel of record, hereby stipulate and move the Court under Rule 41 of the Utah Rules of Civil Procedure, that the above captioned matter be dismissed with prejudice as to all claims by PETERSON against WEST JORDAN.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

MILLER GUYMON, PC

By: \_\_\_\_\_  
Paxton Guymon  
Counsel for Leon Peterson Development  
Company LLC

CITY OF WEST JORDAN

By: \_\_\_\_\_  
Jeffrey Robinson, City Attorney  
Counsel for City of West Jordan

Jeffrey Robinson (4129)  
City Attorney  
Stuart Williams (8995)  
Deputy City Attorney  
**CITY OF WEST JORDAN**  
8000 South Redwood Road  
West Jordan, Utah 84088  
Telephone: (801) 569 5140

Attorneys for Defendant City of West Jordan

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IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH

---

ALPINE HOMES LLC, et al

Plaintiffs,

v.

WEST JORDAN CITY

Defendants.

**ORDER GRANTING DISMISSAL WITH  
PREJUDICE**

Judge: Kennedy

Civil No. 120904444

---

Based on the Joint Motion to Dismiss with Prejudice filed in this matter by Plaintiff LEON PETERSON DEVELOPMENT COMPANY ("PETERSON") and the CITY OF WEST JORDAN ("WEST JORDAN"), by and through their counsel of record, and for good cause shown,

IT IS HEREBY ORDERED AND ADJUDGED that all claims in the above captioned case brought by PETERSON against WEST JORDAN be and they are hereby dismissed with prejudice, each party to bear its own costs and attorney fees.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

By the Court

-----  
District Judge

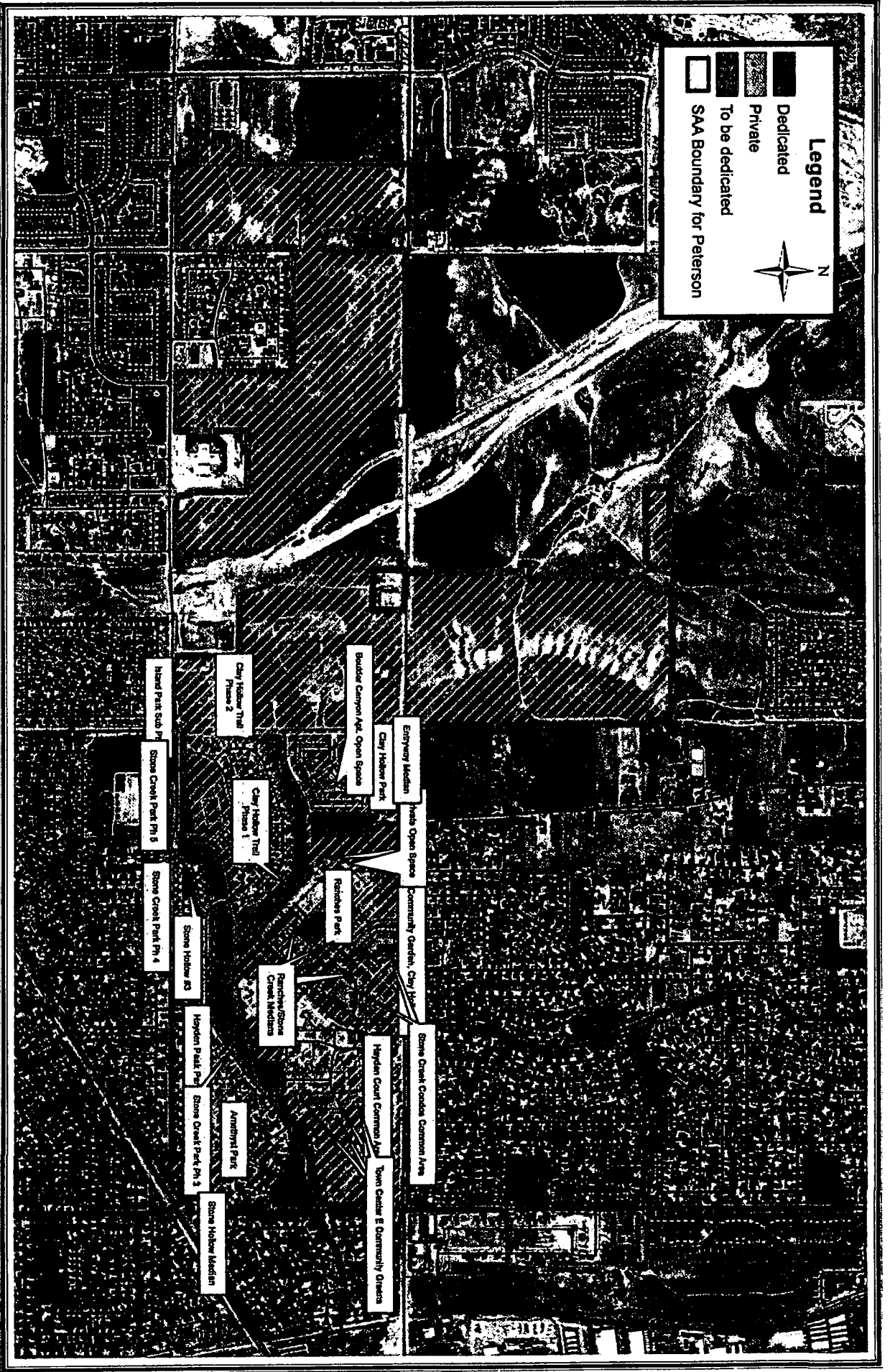


Approved as to form:





-----  
Jeffrey Robinson  
Counsel for WEST JORDAN


-----  
Paxton Guymon  
Counsel for PETERSON

**EXHIBIT B**  
**(MAP OF PROPOSED ASSESSMENT AREA AND PARKS, TRAILS**  
**AND OTHER OPEN SPACE TO BE MAINTAINED IN STONE CREEK**  
**BY THE PROPOSED ASSESSMENT AREA)**



**Legend**

 Dedicated  
 Private  
 To be dedicated  
 SAA Boundary for Peterson

 N

**Special Assessment Area Boundaries**  
**Stone Creek and Highlands**

City of West Jordan  
 Community Development  
 August 2012

**EXHIBIT C**  
**FORM OF CONSENT FROM PROPERTY PURCHASERS FROM**  
**PETERSON PRIOR TO FORMAL NOTICE OF ASSESSMENT AREA**  
**DESIGNATION**

**CONSENT TO DESIGNATION OF ASSESSMENT AREA**

The undersigned is the purchaser of real property within the Stone Creek project area or The Highlands project area from Peterson Development Company LLC or an affiliate.

The undersigned has received from Peterson Development Company LLC an explanation of the agreement of Peterson Development Company LLC and the City of West Jordan to include all property in the Stone Creek project area and The Highlands project area within a proposed Assessment Area for the purpose of levying assessments on all property within the Assessment Area to support final construction and maintenance of parks, trails, playgrounds, park strips and other improved open space within the Assessment Area.

The undersigned has been informed by Peterson Development Company LLC that the proposed Assessment Area will cover the entirety of both the Stone Creek and The Highlands development projects, including the property purchased by the undersigned.

Peterson Development Company LLC has explained to the undersigned that because the parks, trails, playgrounds and park strips within Stone Creek have been substantially all located and landscaped, while similar improvements within The Highlands may not be located or exist for months or even years, the property owners in The Highlands will be currently levied for the cost of constructing and maintaining Stone Creek improvements, and in the future the Stone Creek property owners will be assessed to pay for construction and maintenance of The Highlands improved open spaces.

With the foregoing information being fully and fairly explained and understood, the undersigned hereby consents to the formation of the proposed Assessment Area, including the property of the undersigned within it. Moreover, and based on this consent, when the City of West Jordan notifies the undersigned of the intent to formally designate the Assessment Area and levy assessments, the undersigned covenants that it will not protest the designation of the Assessment Area.

Moreover, if between the date hereof and the City's formal notice of intent to designate the Assessment Area the undersigned transfers some or all of the property first acquired from Peterson Development Company LLC or an affiliate to any person, the undersigned warrants that at the time of closing of such a transfer it will obtain from each such transferee a consent identical to this one, and will deliver said consent to the City Attorney.

----- Date: -----  
Print Name of Person

-----  
Authorized Signature

**EXHIBIT D  
(WAYNE HARPER LETTER)**



City of West Jordan  
8000 South Redwood Road  
West Jordan, Utah 84088  
(801) 569-5100  
Fax (801) 565-8978

August 21, 2001

Leon Peterson  
Peterson Development  
225 South 200 East, Suite 300  
SLC, UT 84111

Dear Leon:

Since the approval of the Stone Creek Planned Community, there have been questions regarding the refund of park impact and other fees. You have called requesting clarification of the fees, both the amount and repayment method.

Based on a fax from Vic Barnes to myself dated July 23, 2001 and subsequent phone conversations between you and I, several City manager and directors reviewed the information and have concluded the following. This is based on the Zoning Ordinance for Stone Creek and the City's Development Code:

The following items were identified as developer's responsibilities as the normal cost of developing land and outside of the Ordinance or not included in the City's Capitol Facilities Plan:

- Park Planning
- Engineering
- Construction Staking
- Excavation (channel relocation)
- Flood Map Revision
- 5 Culverts
- Management
- S.I.D. Maintenance
- Drop Structures

Peterson  
August 21, 2001  
Page 2

The following items can be repaid to the developer with 50% of the park impact fees, as the fees are paid with the building permits and received by the City.

Item:	Cost Estimate
Park 1 Improvements	\$89,400
Park 2 Improvements	\$202,754
Park 3 Improvements	\$55,300
Asphalt Paths	\$46,200
Final Grade, Seed & Trees	\$60,811

These "Cost Estimates" were supplied by Peterson Development. The City will reimburse up to 50% of the Park Impact Fees it receives from the project area for the above expenses.

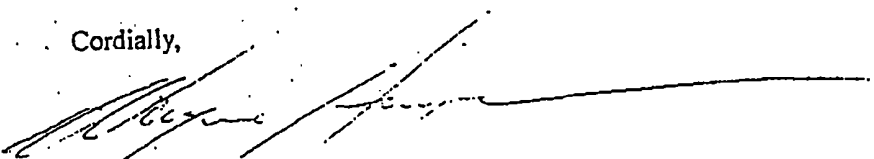
The following items will be "reimbursed" to Peterson Development with the approval and recordation of the next plat or development phase, once the following improvements are installed and approved by the City's Engineering Department:

Item:	Cost Estimate:
Detention ponds & pipe	To be reviewed by City Engineering when submitted by developer

Before any of the eligible items are paid or credited by the City, paid documents showing the actual cost, type and location of the eligible improvements must be submitted to the Engineering Department for review, on-site inspection and approval.

I hope this clarifies the questions and establishes the operational parameters for these credit and refunds. Please call me at 569-5121 with any questions.

Cordially,



Wayne Harper,  
Economic Development Director

cc: Carl Eriksson, Development Services Director  
Tom Steele, Assistant City Manager  
Russ Fox, Interim Community Development Director  
James Woodruff, City Engineer

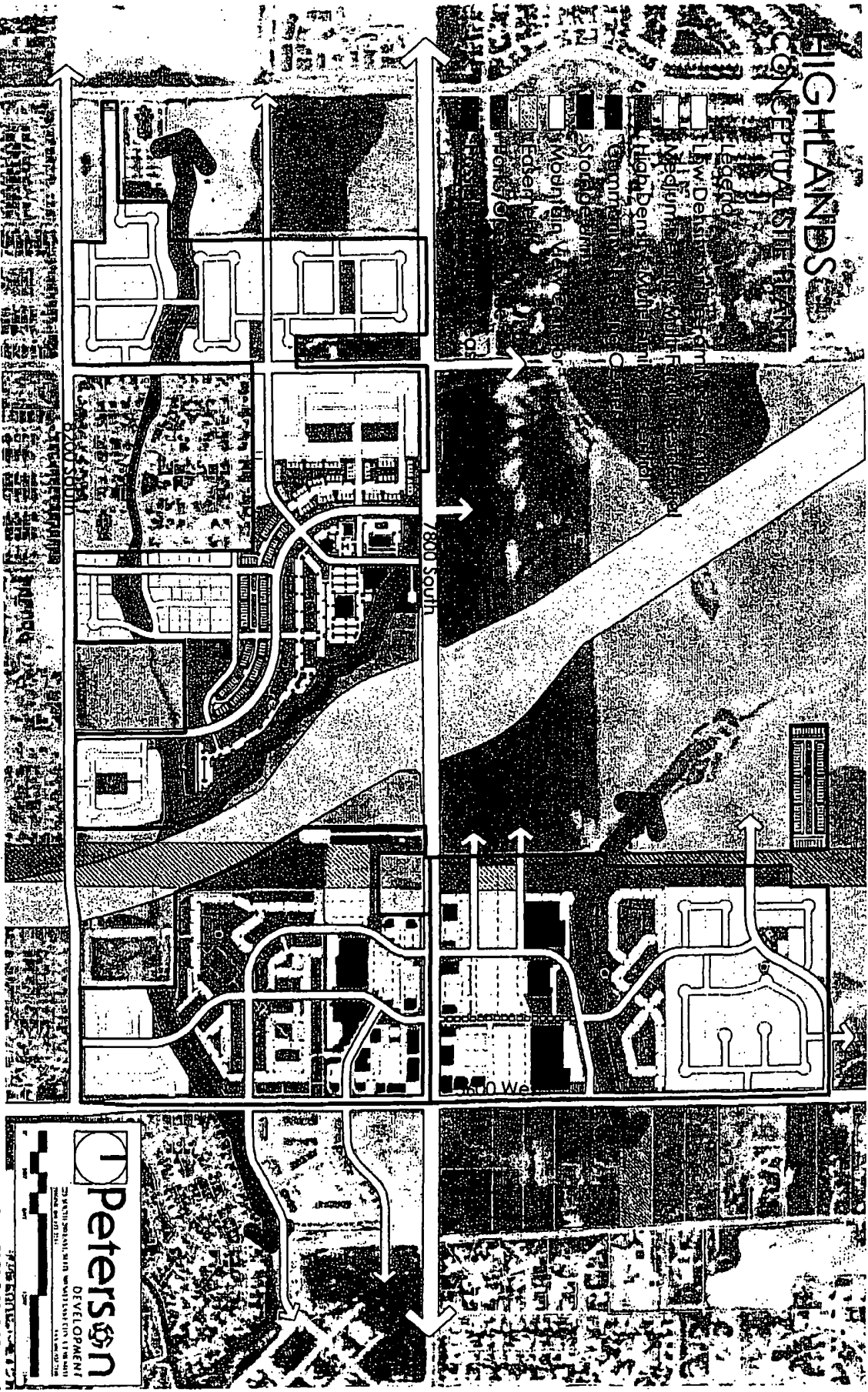


**EXHIBIT E  
(THE HIGHLANDS CONCEPT PLAN)**

# HIGHLANDS

CONCEPTUAL SITE PLAN

- Legend
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Community
- Storage/Service
- Moorage
- Edson
- Other



**Peterston**  
DEVELOPMENT

200 NORTH SHAWAN, SUITE 100, WASHINGTON, DC 20004  
703-581-1177  
HIGHLANDS DEVELOPMENT PLAN

**EXHIBIT F**  
**(FORM OF PURCHASE AGREEMENT FOR 5600 WEST LAND)**

**City of West Jordan**  
**Right of Way Contract**  
*Advanced Acquisition – Corridor Preservation Funds*

Project No:	N/A	Parcel No(s):	N/A
Job/Proj /Auth No:	N/A	Pin No.	N/A
		Tax ID:	20-26-400-011 and 20-26-400-012
Project Location: 7400 South to 7800 south, 5600 West Street			
County of Property: Salt Lake			
Property Address: 7300 S 5600 W and 5710 W 7800 S, West Jordan, Utah 84081			
Owner / Grantor(s): Centennial Land, LLC, Greenbrier Land, LLC, and CAPB Properties, LLC			
Owner's Address: 225 S 200 E #300, Salt Lake City, Utah 84111			
Primary Phone:	N/A	Owner's Home Phone:	N/A
		Owner's Work Phone:	(801) 532-2233

This Right of Way Contract, dated the 18<sup>th</sup> day of September, 2012, is by and between CENTENNIAL LAND, LLC, a Utah Limited Liability Company, and GREENBRIER LAND, LLC, a Utah Limited Liability Company, and CAPB PROPERTIES, LLC, a Utah Limited Liability Company (hereinafter referred to as "Grantor"), whose principal office address is 225 S 200 E #300, Salt Lake City, Utah 84111, and the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "City"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088.

**RECITALS/CONSIDERATIONS**

- A. Grantor owns two vacant parcels of real property in Salt Lake County, State of Utah, which are shown on the Salt Lake County Tax Rolls as 7300 South 5600 West and 5710 West 7800 South, West Jordan, Utah, 84081, which can also be found under Salt Lake County Tax Parcel Numbers 20-26-400-011 and 20-26-400-012, and which total approximately 77.14 acres.
- B. City has determined that acquiring a portion of Grantor's property will eventually be necessary in order to widen 5600 West Street in accordance with its Master Planned Road system.
- C. Grantor has determined that City's acquisition of a portion of its property for 5600 West Street is consistent with Grantor's long term development plans.
- D. Grantor and City have agreed that the acquisition will consist of two components, namely, Grantor will voluntarily donate to City the East 33.00 feet of its property, which is more particularly described in Exhibit "W" attached hereto and by this reference incorporated herein (the "Donation Area"), and City will pay fair market value to Grantor for the remainder of the acquisition area, which is more particularly described in Exhibit "X" attached hereto and by this reference incorporated herein (the "Purchase Area").

E. Together the Donation Area and the Purchase Area are generally described as comprising the Easterly 63.00 feet of Grantor's property, but are more particularly described in Exhibit "Y" attached hereto and by this reference incorporated herein (the "Property").

F. The total fair market value (the "Total FMV") of the Property was determined by Michele Jakob of Van Drimmelen & Associates, who is an MAI certified appraiser chosen by Grantor at the sole cost and expense of City, and both Grantor and City have agreed to use Ms. Jakob's summary appraisal report as the valuation basis for this transaction.

G. Grantor and City (each a "Party," and collectively "Parties") have agreed to proceed with this Right of Way Contract ("Contract") pursuant to the terms set forth herein.

### AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Contract and are made a part hereof.

2. Acquisition Amount: City agrees to pay Grantor the total sum of THREE HUNDRED SIXTY THREE THOUSAND FOUR HUNDRED EIGHTY and 00/100 DOLLARS (\$363,480.00), exclusive of closing, inspection and other related costs and fees, subject to the terms and conditions set forth below, in exchange for Grantor conveying to City the Purchase Area. Grantor agrees to convey the Donation Area to City free of charge (collectively, the "Acquisition Amount").

3. No Personal Property. The Parties acknowledge that no personal property is being acquired and that no personal property is located on the Property.

4. Risk of Loss for Damage to Improvements. Grantor shall be responsible for any risk of loss prior to closing, but no improvements exist on the Property.

5. Deed. Grantor shall cause title to the Property to be transferred to City by Special Warranty Deed in a form and format substantially similar to that which is attached hereto and incorporated herein as Exhibit "Z". Grantor shall transfer title to City free and clear of all liens and encumbrances, subject only to the following: a) those matters deemed acceptable by City in Schedule B of that certain preliminary title commitment issued by First American Title Company under Order No. 051-5470834, dated May 16, 2012; and b) those matters identifiable by viewing the Property, including but not limited to unrecorded easements, rights-of-way and property lines.

6. Closing Costs and Prorations. The Acquisition Amount shall be due in full at closing, and the date of closing shall be used for proration of all property taxes due and owing on the Property, including greenbelt rollback taxes, if any, which will all be paid at Grantor's sole cost and expense. At Closing Grantor shall pay for and cause to be issued to City the most current version of an ALTA standard owner's policy of title insurance to cover the Property in the amount of the Total FMV, and Grantor and City shall each pay one half of the fees charged by the escrow company to close this transaction. The escrow company is authorized and directed to withhold from Grantor's proceeds at Closing, sufficient funds to pay off all mortgages, trust deeds, judgments, mechanic's liens, tax liens, warrants and any other monetary encumbrances that may attach to the Property. City shall pay the recording fees associated with filing the Special Warranty Deed in the office of the Salt Lake County Recorder.

7. Funding Approval. City intends to pay the Acquisition Amount with funding approved by the Wasatch Front Regional Council (the "WFRC") and the Utah Department of Transportation (the "UDOT"); therefore, this transaction is subject to review and approval by the WFRC and the UDOT. If either the WFRC or the UDOT does not approve this transaction, this Contract becomes null and void.

8. Other Documents. The UDOT requires this transaction to comply with state and federal property acquisition guidelines, therefore, Grantor and City shall voluntarily execute documents substantially similar to the "Offer to Purchase", the "Voluntary Acquisition" and the "Right of Way Donation" forms attached hereto and incorporated herein as Exhibits "T, U and V". Grantor and City shall also voluntarily execute any other document necessary to close this transaction.

9. Possession and Closing Date. Grantor shall provide possession of the Property to City on the date of closing, free of all debris and any hazardous materials. Grantor shall leave the Property in the same condition as it existed when the Contract was signed; no work or alteration will be done to the Property other than what may be provided for in this Contract, provided, however, that Grantor agrees to maintain the Property until the date of Closing. Closing shall be on or before Wednesday, October 31, 2012, or such other date as the Parties shall mutually agree to in writing.

10. Inspection Rights. City has had full opportunity to inspect and investigate the Property to its satisfaction. City is fully satisfied with the condition of the Property and has agreed to accept the Property in its present condition, "as-is", subject to the provisions of this Contract. Grantor makes no representation or warranties as to the condition of the Property or its suitability for City's intended use, except representations specifically set forth herein.

11. Voluntary Conveyance. Grantor acknowledges that the Property is being conveyed to City voluntarily and that there is not a current threat of condemnation proceedings, and since this is a voluntary transaction, Grantor waives any rights it might otherwise have to a "right of first refusal" on any surplus property not used for the future 5600 West Street construction project or other transportation projects.

12. Broker's Commission. No broker or finder has been used for this transaction; therefore, no commissions are due.

13. Entire Agreement. This Contract sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereof, it supersedes all prior oral or written agreements of the Parties as to the matters set forth herein, and it cannot be altered or amended except pursuant to an instrument in writing, signed by the Parties.

14. Binding Effect. This Contract shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any persons or entities claiming rights by, through or under them.

15. Advice of Counsel. The Parties confirm, represent and warrant that they (a) have carefully read this Contract, (b) understand the terms hereof, (c) have had the opportunity to seek the advice from legal counsel of their own choosing, (d) find it to be a fair and reasonable compromise of the disputed claims, defenses and issues, (e) are executing this Contract as a voluntary act, and (f) agree to be bound by and to faithfully execute the terms of the Contract. The Parties further confirm, represent and warrant that they are not under duress, and they acknowledge that to the extent they have waived any rights or defenses by entry into this Contract that such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

16. Attorney's Fees. If any Party shall seek to enforce or protect its rights under this Contract or under any document or instrument executed and delivered in connection herewith in any action, suit, mediation, arbitration case or other proceeding, the prevailing Party shall be entitled to receive from the other Party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

17. Controlling Law, Jurisdiction and Venue. This Contract shall be governed by the laws of the State of Utah. Venue shall be in Salt Lake County, Utah.

18. Authority. The individuals whose signatures appear below represent and warrant that they have full power and authority to enter into this Contract on behalf of the Parties for whom this Contract is executed, and no further act on behalf of any such Party shall be or is required to effectuate the terms hereof.

19. Effect of Contract. Nothing in this Contract shall be construed to relieve Grantor or City of any obligations imposed by federal, state or local laws, ordinances, regulations or standards.

20. Assignment. This Contract shall not be assigned by either Party.

21. Execution of Agreement. This Contract shall be valid only after it has been executed by Grantor and City's Mayor or designee, pursuant to authorization by the City Council, and approved as to legal form by the City Attorney.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date and year first above written.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this 18th day of September, 2012.

CENTENNIAL LAND, LLC, a Utah Limited Liability Company

By: [Signature]

Its: MANAGER

STATE OF Utah )  
: SS.  
COUNTY OF Salt Lake )

On this 18th day of September, 2012, personally appeared before me Justin V. Peterson, who being by me duly sworn did say that s/he is the manager of CENTENNIAL LAND, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

[Signature]  
NOTARY PUBLIC



My Commission Expires: 03-22-2015

Residing in SLC, Utah

[SIGNATURES CONTINUED ON NEXT PAGE]



GREENBRIER LAND, LLC, a Utah Limited Liability Company

By: Brent Mc

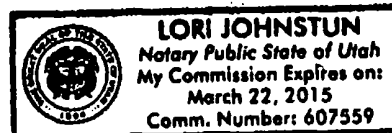
Its: Manager

STATE OF Utah )

COUNTY OF Salt Lake ) : SS.

On this 18th day of September 2012, personally appeared before me Barrett Peterson, who being by me duly sworn did say that s/he is the manager of the GREENBRIER LAND, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

Lori Johnston  
NOTARY PUBLIC



My Commission Expires: 03-22-2015

Residing in SLC County, Utah

[SIGNATURES CONTINUED ON NEXT PAGE]

CAPB PROPERTIES, LLC, a Utah Limited Liability Company

By: Ashley Beck

Its: Manager

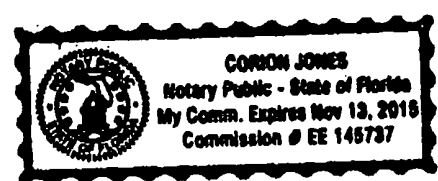
STATE OF FLORIDA )

: SS.

COUNTY OF ORANGE )

On this 12<sup>th</sup> day of Dec, 2012, personally appeared before me Ashley Beck, who being by me duly sworn did say that s/he is the MANAGER of CAPB PROPERTIES, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

[Signature]  
NOTARY PUBLIC



My Commission Expires: 11-13-15

Residing in Windermere, FL

[SIGNATURES CONTINUED ON NEXT PAGE]

CITY OF WEST JORDAN, UTAH



By Melissa K. Johnson  
Name: Melissa K. Johnson  
Title: Mayor

STATE OF UTAH            )  
                                      : SS.  
COUNTY OF SALT LAKE )

On this 07 day of Sept, 2012, personally appeared before me MELISSA K. JOHNSON, who being by me duly sworn did say that she is the MAYOR of the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation and that said corporation executed the same.

Melanie Briggs  
NOTARY PUBLIC

My Commission Expires: July 31, 2013  
Residing in Salt Lake County, Utah



**Exhibit "W"**  
**(the "Donation Area")**

**North Parcel:**

Beginning at the Grantor's Northeast property corner, said point also being the East Quarter corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1320.01 feet, more or less, to the Northerly property line of that tract of land described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence South 89°15'24" West, along the Northerly line of said parcel, a distance of 33.00 feet; thence North 00°28'02" West, parallel to and 33.00 feet distant Westerly from the East line of said Section 26, a distance of 1320.28 feet, more or less, to the Grantor's Northerly property line, said point also being on the Southerly property line of that certain tract of land conveyed to the City of West Jordan under Entry Number 11301226, in Book 9976, at Page 4531, in the office of the Salt Lake County Recorder; thence North 89°43'42" East, along the Grantor's Northerly property line and along the Southerly property line of said City of West Jordan tract, a distance of 33.00 feet, more or less, to the point of beginning.

The foregoing contains 43,564 square feet, or 1.000 acres, more or less.

**South Parcel:**

Beginning at a point 33.00 feet North 00°28'02" West along the section line from the Southeast corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence North 89°45'39" West, parallel to and 33.00 feet distant Northerly from the South line of said Section 26, a distance of 33.00 feet; thence North 00°28'02" West, parallel to and 33.00 feet distant Westerly from the East line of said Section 26, a distance of 1304.27 feet, more or less, to the Grantor's Northerly property line as described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence North 89°15'24" East, along the Northerly line of said parcel, a distance of 33.00 feet, more or less, to the Northeast corner of said parcel, said point being on the East line of said Section 26; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1304.84 feet, more or less, to the point of beginning.

The foregoing contains 43,048 square feet, or 0.988 acres, more or less.

**Exhibit "X"**  
**(the "Purchase Area")**

**North Parcel:**

COMMENCING at the Grantor's Northeast property corner, said point also being the East Quarter corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 89°43'42" West, along the Grantor's Northerly property line, said course also being along the Southerly property line of that certain tract of land conveyed to the City of West Jordan under Entry Number 11301226, in Book 9976, at Page 4531, in the office of the Salt Lake County Recorder, a distance of 33.00 feet to the TRUE POINT OF BEGINNING; thence South 00°28'02" East, parallel to and 33.00 feet distant Westerly from the East line of said Section 26, a distance of 1320.28 feet, more or less, to the Northerly property line of that tract of land described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence South 89°15'24" West, along the Northerly line of said parcel, a distance of 30.00 feet; thence North 00°28'02" West, parallel to and 63.00 feet distant Westerly from the East line of said Section 26, a distance of 1320.53 feet, more or less, to the Grantor's Northerly property line, said point also being on the Southerly property line of the City of West Jordan tract; thence North 89°43'42" East, along the Grantor's Northerly property line and along the Southerly property line of said City of West Jordan tract, a distance of 30.00 feet, more or less, to the true point of beginning.

The foregoing contains 39,612 square feet, or 0.909 acres, more or less.

**South Parcel:**

COMMENCING at the Southeast corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence North 00°28'02" West, along the East line of said Section 26, a distance of 33.00 feet; thence North 89°45'39" West, parallel to and 33.00 feet distant Northerly from the South line of said Section 26, a distance of 33.00 feet to the TRUE POINT OF BEGINNING; thence continuing North 89°45'39" West, parallel to and 33.00 feet distant Northerly from the South line of said Section 26, a distance of 100.37 feet; thence North 44°53'07" East, a distance of 98.89 feet to a point 63.00 feet distant Westerly from the East line of said Section 26; thence North 00°28'02" West, parallel to and 63.00 feet distant Westerly from the East line of said Section 26, a distance of 1233.40 feet, more or less, to the Grantor's Northerly property line as described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence North 89°15'24" East, along the Northerly line of said parcel, a distance of 30.00 feet to a point 33.00 feet distant Westerly from the East line of said Section 26; thence South 00°28'02" East, parallel to and 33.00 feet distant Westerly from the East line of said Section 26, a distance of 1304.27 feet, more or less, to the true point of beginning.

The foregoing contains 41,600 square feet, or 0.955 acres, more or less.

**Exhibit "Y"**  
**(the "Property")**

**North Parcel:**

Beginning at the Grantor's Northeast property corner, said point also being the East Quarter corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1320.01 feet, more or less, to the Northerly property line of that tract of land described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence South 89°15'24" West, along the Northerly line of said parcel, a distance of 63.00 feet; thence North 00°28'02" West, parallel to and 63.00 feet distant Westerly from the East line of said Section 26, a distance of 1320.53 feet, more or less, to the Grantor's Northerly property line, said point also being on the Southerly property line of that certain tract of land conveyed to the City of West Jordan under Entry Number 11301226, in Book 9976, at Page 4531, in the office of the Salt Lake County Recorder; thence North 89°43'42" East, along the Grantor's Northerly property line and along the Southerly property line of said City of West Jordan tract, a distance of 63.00 feet, more or less, to the point of beginning.

The foregoing contains 83,176 square feet, or 1.909 acres, more or less.

**South Parcel:**

Beginning at a point 33.00 feet North 00°28'02" West along the section line from the Southeast corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence North 89°45'39" West, parallel to and 33.00 feet distant Northerly from the South line of said Section 26, a distance of 133.37 feet; thence North 44°53'07" East, a distance of 98.89 feet to a point 63.00 feet distant Westerly from the East line of said Section 26; thence North 00°28'02" West, parallel to and 63.00 feet distant Westerly from the East line of said Section 26, a distance of 1233.40 feet, more or less, to the Grantor's Northerly property line as described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence North 89°15'24" East, along the Northerly line of said parcel, a distance of 63.00 feet, more or less, to the Northeast corner of said parcel, said point being on the East line of said Section 26; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1304.84 feet, more or less, to the point of beginning.

The foregoing contains 84,649 square feet, or 1.943 acres, more or less.

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12/13/2012 2:21:00 PM \$19.00  
Book - 10087 Pg - 5701-5705  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY EF 5 P.

**Exhibit "Z"**

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

APN: Portions of 20-26-400-011 and 20-26-400-012

**SPECIAL WARRANTY DEED**

CENTENNIAL LAND, LLC, a Utah Limited Liability Company, and GREENBRIER LAND, LLC, a Utah Limited Liability Company, and CAPB PROPERTIES, LLC, a Utah Limited Liability Company (hereinafter referred to as "Grantor"), whose principal office address is 225 S 200 E #300, Salt Lake City, Utah 84111, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant against all who claim by, through or under the Grantor, to the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "Grantee"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, the following parcels of real property located in Salt Lake County, State of Utah, more particularly described as follows, to wit:

See Exhibit "Z-1" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the described property, together with the tenements, hereditaments, and appurtenances belonging to the property to Grantee, Grantee's successors and assigns forever.

5410854

**Exhibit "Z"**

WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

APN: Portions of 20-26-400-011 and 20-26-400-012

**SPECIAL WARRANTY DEED**

CENTENNIAL LAND, LLC, a Utah Limited Liability Company, and GREENBRIER LAND, LLC, a Utah Limited Liability Company, and CAPB PROPERTIES, LLC, a Utah Limited Liability Company (hereinafter referred to as "Grantor"), whose principal office address is 225 S 200 E #300, Salt Lake City, Utah 84111, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant against all who claim by, through or under the Grantor, to the CITY OF WEST JORDAN, UTAH, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "Grantee"), whose principal office address is 8000 South Redwood Road, West Jordan, Utah 84088, the following parcels of real property located in Salt Lake County, State of Utah, more particularly described as follows, to wit:

See Exhibit "Z-1" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the described property, together with the tenements, hereditaments, and appurtenances belonging to the property to Grantee, Grantee's successors and assigns forever.

5470834



IN WITNESS WHEREOF, Grantor has executed this instrument as of this 18th day of September, 2012.

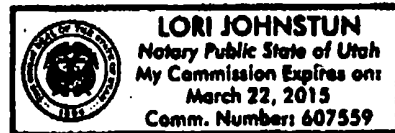
CENTENNIAL LAND, LLC, a Utah Limited Liability Company

By: [Signature]  
Its: MANAGER

STATE OF Utah )  
  : SS.  
COUNTY OF Salt Lake )

On this 18th day of September, 2012, personally appeared before me Justin V. Peterson, who being by me duly sworn did say that s/he is the manager of CENTENNIAL LAND, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

[Signature]  
NOTARY PUBLIC



My Commission Expires: 03. 22. 2015

Residing in SLC, Utah

[SIGNATURES CONTINUED ON NEXT PAGE]



CAPB PROPERTIES, LLC, a Utah Limited Liability Company

By: Ashley Beck

Its: Manager

STATE OF FLORIDA )  
  ) : SS.  
COUNTY OF ORANGE )

On this 12 day of Dec, 2012, personally appeared before me Ashley Beck, who being by me duly sworn did say that s/he is the Manager of CAPB PROPERTIES, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

  
NOTARY PUBLIC

My Commission Expires: 11-13-15

Residing in Windermere, FL



CAPB PROPERTIES, LLC, a Utah Limited Liability Company

By: Ashley Beck

Its: Manager

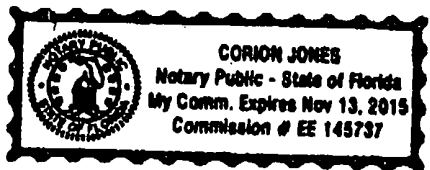
STATE OF FLORIDA )  
: SS.  
COUNTY OF ORANGE )

On this 12<sup>th</sup> day of Dec, 2012, personally appeared before me Ashley Beck, who being by me duly sworn did say that s/he is the MANAGER of CAPB PROPERTIES, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 11-13-15

Residing in Windermere, FL



**Exhibit "Z-1"**  
**(the "Property")**

**North Parcel:**

Beginning at the Grantor's Northeast property corner, said point also being the East Quarter corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1320.01 feet, more or less, to the Northerly property line of that tract of land described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence South 89°15'24" West, along the Northerly line of said parcel, a distance of 63.00 feet; thence North 00°28'02" West, parallel to and 63.00 feet distant Westerly from the East line of said Section 26, a distance of 1320.53 feet, more or less, to the Grantor's Northerly property line, said point also being on the Southerly property line of that certain tract of land conveyed to the City of West Jordan under Entry Number 11301226, in Book 9976, at Page 4531, in the office of the Salt Lake County Recorder; thence North 89°43'42" East, along the Grantor's Northerly property line and along the Southerly property line of said City of West Jordan tract, a distance of 63.00 feet, more or less, to the point of beginning.

The foregoing contains 83,176 square feet, or 1.909 acres, more or less.

**South Parcel:**

Beginning at a point 33.00 feet North 00°28'02" West along the section line from the Southeast corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence North 89°45'39" West, parallel to and 33.00 feet distant Northerly from the South line of said Section 26, a distance of 133.37 feet; thence North 44°53'07" East, a distance of 98.89 feet to a point 63.00 feet distant Westerly from the East line of said Section 26; thence North 00°28'02" West, parallel to and 63.00 feet distant Westerly from the East line of said Section 26, a distance of 1233.40 feet, more or less, to the Grantor's Northerly property line as described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence North 89°15'24" East, along the Northerly line of said parcel, a distance of 63.00 feet, more or less, to the Northeast corner of said parcel, said point being on the East line of said Section 26; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1304.84 feet, more or less, to the point of beginning.

The foregoing contains 84,649 square feet, or 1.943 acres, more or less.

**Exhibit "Z-1"**  
**(the "Property")**

**North Parcel:**

Beginning at the Grantor's Northeast property corner, said point also being the East Quarter corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1320.01 feet, more or less, to the Northerly property line of that tract of land described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence South 89°15'24" West, along the Northerly line of said parcel, a distance of 63.00 feet; thence North 00°28'02" West, parallel to and 63.00 feet distant Westerly from the East line of said Section 26, a distance of 1320.53 feet, more or less, to the Grantor's Northerly property line, said point also being on the Southerly property line of that certain tract of land conveyed to the City of West Jordan under Entry Number 11301226, in Book 9976, at Page 4531, in the office of the Salt Lake County Recorder; thence North 89°43'42" East, along the Grantor's Northerly property line and along the Southerly property line of said City of West Jordan tract, a distance of 63.00 feet, more or less, to the point of beginning.

The foregoing contains 83,176 square feet, or 1.909 acres, more or less.

**South Parcel:**

Beginning at a point 33.00 feet North 00°28'02" West along the section line from the Southeast corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence North 89°45'39" West, parallel to and 33.00 feet distant Northerly from the South line of said Section 26, a distance of 133.37 feet; thence North 44°53'07" East, a distance of 98.89 feet to a point 63.00 feet distant Westerly from the East line of said Section 26; thence North 00°28'02" West, parallel to and 63.00 feet distant Westerly from the East line of said Section 26, a distance of 1233.40 feet, more or less, to the Grantor's Northerly property line as described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence North 89°15'24" East, along the Northerly line of said parcel, a distance of 63.00 feet, more or less, to the Northeast corner of said parcel, said point being on the East line of said Section 26; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1304.84 feet, more or less, to the point of beginning.

The foregoing contains 84,649 square feet, or 1.943 acres, more or less.

Exhibit "T"

Offer to Purchase

Project No: N/A Parcel No(s): N/A  
Job/Proj /Auth No: N/A Pin No. N/A Tax ID: 20-26-400-011 and 20-26-400-012  
Project Location: 7400 South to 7800 South, 5600 West Street  
County of Property: Salt Lake  
Property Address: 7300 S 5600 W and 5710 W 7800 S, West Jordan, Utah 84081  
Owner / Grantor(s): Centennial Land, LLC, Greenbrier Land, LLC, and CAPB Properties, LLC  
Owner's Address: 225 S 200 E #300, Salt Lake City, Utah 84111  
Primary Phone: N/A Owner's Home Phone: N/A Owner's Work Phone: (801) 532-2233

The City of West Jordan hereby makes you an offer of \$363,480.00 for your property.

The City of West Jordan declares that this offer is the amount that has been established by Van Drimmelen and Associates Real Estate Appraisers as payment and is in accordance with applicable state laws and requirements. Payment is defined as the fair market value of the property. This amount is based on the land, improvements and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope projections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

Date: 9/18/12 By: [Signature]  
Signature of Centennial Land, LLC, Manager

Date: 9/18/12 By: [Signature]  
Signature of Greenbrier Land, LLC, Manager

Date: 9/18/12 By: [Signature] as power of attorney for Ashley Peterson Beck  
Signature of CAPB Properties, LLC, Manager

Date: 9.27.12 By: [Signature]  
Signature of City of West Jordan Agent

Exhibit "T"

Offer to Purchase

Project No: N/A Parcel No(s): N/A
Job/Proj /Auth No: N/A Pin No. N/A Tax ID: 20-26-400-011 and 20-26-400-012
Project Location: 7400 South to 7800 South, 5600 West Street
County of Property: Salt Lake
Property Address: 7300 S 5600 W and 5710 W 7800 S, West Jordan, Utah 84081
Owner / Grantor(s): Centennial Land, LLC, Greenbrier Land, LLC, and CAPB Properties, LLC
Owner's Address: 225 S 200 E #300, Salt Lake City, Utah 84111
Primary Phone: N/A Owner's Home Phone: N/A Owner's Work Phone: (801) 532-2233

The City of West Jordan hereby makes you an offer of \$363,480.00 for your property.

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Date: \_\_\_\_\_ By: \_\_\_\_\_
Signature of Centennial Land, LLC, Manager

Date: \_\_\_\_\_ By: \_\_\_\_\_
Signature of Greenbrier Land, LLC, Manager

Date: 12.12.12 By: [Signature]
Signature of CAPB Properties, LLC, Manager

Date: \_\_\_\_\_ By: \_\_\_\_\_
Signature of City of West Jordan Agent



Exhibit "U"

**VOLUNTARY ACQUISITION  
Acknowledgement**

Project: 5600 West Corridor Preservation

Parcel: 20-26-400-011 and 20-26-400-012

Name: Centennial Land, LLC, Greenbrier Land, LLC, and CAPB Properties, LLC

The City of West Jordan, Utah, is interested in voluntarily acquiring your property at 7300 S 5600 W and 5710 W 7800 S, West Jordan, Utah 84081, for a future 5600 West Road Construction Project, which may be eligible for future funding assistance from the Federal Highway Administration.

The City of West Jordan will not pursue acquisition by eminent domain in the event you are not interested in selling your property, or if we cannot reach a voluntary agreement for the purchase of your property.

The City of West Jordan is acquiring your property for transportation corridor preservation and your property is not a necessary part of a funded transportation project at this time. Therefore, under corridor preservation guidelines, the City of West Jordan may only acquire your property if you are willing to voluntarily sell it, and the City of West Jordan is prohibited from using eminent domain to acquire your property (Utah Code Ann. Section 72-5-402(2)).

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants, who move as a result of a voluntary acquisition, are not eligible for relocation assistance. The property owners understand and acknowledge that if he/she/they waited for the funded project for this portion of the roadway, they would be eligible for relocation benefits pursuant to 49 CFR 24. However, by signing below the property owners understand and acknowledge that he/she/they are not entitled to any relocation benefits for the voluntary purchase of the property in advance of a funded project and freely choose to sell the property to the City of West Jordan before the project is funded.

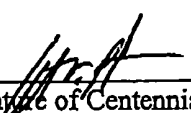
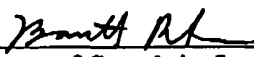
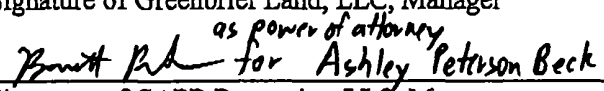
 _____ Signature of Centennial Land, LLC, Manager	<u>9/18/12</u> _____ Date
 _____ Signature of Greenbrier Land, LLC, Manager	<u>9/18/12</u> _____ Date
 _____ Signature of CAPB Properties, LLC, Manager	<u>9/18/12</u> _____ Date

Exhibit "U"

**VOLUNTARY ACQUISITION  
Acknowledgement**

Project: 5600 West Corridor Preservation

Parcel: 20-26-400-011 and 20-26-400-012

Name: Centennial Land, LLC, Greenbrier Land, LLC, and CAPB Properties, LLC

The City of West Jordan, Utah, is interested in voluntarily acquiring your property at 7300 S 5600 W and 5710 W 7800 S, West Jordan, Utah 84081, for a future 5600 West Road Construction Project, which may be eligible for future funding assistance from the Federal Highway Administration.

The City of West Jordan will not pursue acquisition by eminent domain in the event you are not interested in selling your property, or if we cannot reach a voluntary agreement for the purchase of your property.

The City of West Jordan is acquiring your property for transportation corridor preservation and your property is not a necessary part of a funded transportation project at this time. Therefore, under corridor preservation guidelines, the City of West Jordan may only acquire your property if you are willing to voluntarily sell it, and the City of West Jordan is prohibited from using eminent domain to acquire your property (Utah Code Ann. Section 72-5-402(2)).

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants, who move as a result of a voluntary acquisition, are not eligible for relocation assistance. The property owners understand and acknowledge that if he/she/they waited for the funded project for this portion of the roadway, they would be eligible for relocation benefits pursuant to 49 CFR 24. However, by signing below the property owners understand and acknowledge that he/she/they are not entitled to any relocation benefits for the voluntary purchase of the property in advance of a funded project and freely choose to sell the property to the City of West Jordan before the project is funded.

\_\_\_\_\_  
Signature of Centennial Land, LLC, Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Greenbrier Land, LLC, Manager

\_\_\_\_\_  
Date

*Amber P. ...*  
\_\_\_\_\_  
Signature of CAPB Properties, LLC, Manager

*12.12.12*  
\_\_\_\_\_  
Date

## Exhibit "V"

Project No: N/A Parcel No(s): N/A  
Job/Proj /Auth No: N/A Pin No. N/A Tax ID: 20-26-400-011 and 20-26-400-012  
Project Location: 7400 South to 7800 South, 5600 West Street  
County of Property: Salt Lake  
Property Address: 7300 S 5600 W and 5710 W 7800 S, West Jordan, Utah 84081  
Owner / Grantor(s): Centennial Land, LLC, Greenbrier Land, LLC, and CAPB Properties, LLC  
Owner's Address: 225 S 200 E #300, Salt Lake City, Utah 84111  
Primary Phone: N/A Owner's Home Phone: N/A Owner's Work Phone: (801) 532-2233

### RIGHT OF WAY DONATION

CENTENNIAL LAND, LLC, a Utah Limited Liability Company, and GREENBRIER LAND, LLC, a Utah Limited Liability Company, and CAPB PROPERTIES, LLC, a Utah Limited Liability Company (hereinafter referred to as "Grantor"), hereby acknowledge that they have the right to receive just compensation for the right of way parcels described in Exhibit "V-1", attached hereto and incorporated herein, but agree to donate said property to the City of West Jordan without compensation, and to deliver the properly executed deed(s) to the City of West Jordan, with any and all releases necessary to provide the City of West Jordan with clear title. Moreover, Grantor understands that it has the right to know the appraised value of the property being donated, and the City of West Jordan has provided Grantor with a copy of a recently completed MAI certified appraisal which details the fair market value of the price per acre for said property.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this 18th day of September, 2012.

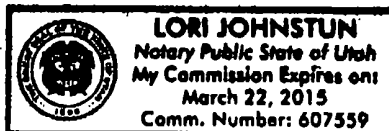
CENTENNIAL LAND, LLC, a Utah Limited Liability Company

By: [Signature]  
Its: MANAGER

STATE OF Utah )  
  ): SS.  
COUNTY OF Salt Lake )

On this 18th day of September, 2012, personally appeared before me Justin V. Peterson, who being by me duly sworn did say that s/he is the manager of CENTENNIAL LAND, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

[Signature]  
NOTARY PUBLIC



My Commission Expires: 03-22-2015

Residing in SLC, Utah

[SIGNATURES CONTINUED ON NEXT PAGE]

GREENBRIER LAND, LLC, a Utah Limited Liability Company

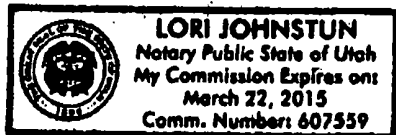
By: Barrett Peters

Its: Manager

STATE OF Utah )  
                                  ) : SS.  
COUNTY OF Salt Lake )

On this 18th day of September, 2012, personally appeared before me Manager Barrett Peters who being by me duly sworn did say that s/he is the manager of the GREENBRIER LAND, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

Lori Johnston  
NOTARY PUBLIC



My Commission Expires: 03-22-2015

Residing in SLC County, Utah

[SIGNATURES CONTINUED ON NEXT PAGE]

CAPB PROPERTIES, LLC, a Utah Limited Liability Company

By: Ashley Beck

Its: Manager

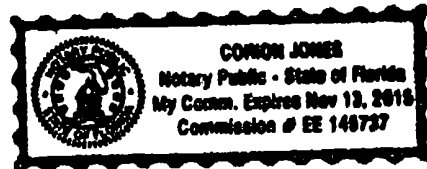
STATE OF FLORIDA )  
: SS.  
COUNTY OF ORANGE )

On this 12 day of Dec, 2012, personally appeared before me Ashley Beck, who being by me duly sworn did say that s/he is the Manager of CAPB PROPERTIES, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 11-13-15

Residing in Windermale, FL



**Exhibit "V-1"**  
**(the "Donation Area")**

**North Parcel:**

Beginning at the Grantor's Northeast property corner, said point also being the East Quarter corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1320.01 feet, more or less, to the Northerly property line of that tract of land described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence South 89°15'24" West, along the Northerly line of said parcel, a distance of 33.00 feet; thence North 00°28'02" West, parallel to and 33.00 feet distant Westerly from the East line of said Section 26, a distance of 1320.28 feet, more or less, to the Grantor's Northerly property line, said point also being on the Southerly property line of that certain tract of land conveyed to the City of West Jordan under Entry Number 11301226, in Book 9976, at Page 4531, in the office of the Salt Lake County Recorder; thence North 89°43'42" East, along the Grantor's Northerly property line and along the Southerly property line of said City of West Jordan tract, a distance of 33.00 feet, more or less, to the point of beginning.

The foregoing contains 43,564 square feet, or 1.000 acres, more or less.

**South Parcel:**

Beginning at a point 33.00 feet North 00°28'02" West along the section line from the Southeast corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence North 89°45'39" West, parallel to and 33.00 feet distant Northerly from the South line of said Section 26, a distance of 33.00 feet; thence North 00°28'02" West, parallel to and 33.00 feet distant Westerly from the East line of said Section 26, a distance of 1304.27 feet, more or less, to the Grantor's Northerly property line as described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence North 89°15'24" East, along the Northerly line of said parcel, a distance of 33.00 feet, more or less, to the Northeast corner of said parcel, said point being on the East line of said Section 26; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1304.84 feet, more or less, to the point of beginning.

The foregoing contains 43,048 square feet, or 0.988 acres, more or less.

**Exhibit "T"**

**Offer to Purchase**

Project No: N/A Parcel No(s): N/A  
Job/Proj /Auth No: N/A Pin No. N/A Tax ID: 20-26-400-011 and 20-26-400-012  
Project Location: 7400 South to 7800 South, 5600 West Street  
County of Property: Salt Lake  
Property Address: 7300 S 5600 W and 5710 W 7800 S, West Jordan, Utah 84081  
Owner / Grantor(s): Centennial Land, LLC, Greenbrier Land, LLC, and CAPB Properties, LLC  
Owner's Address: 225 S 200 E #300, Salt Lake City, Utah 84111  
Primary Phone: N/A Owner's Home Phone: N/A Owner's Work Phone: (801) 532-2233

**The City of West Jordan hereby makes you an offer of \$363,480.00 for your property.**

The City of West Jordan declares that this offer is the amount that has been established by **Van Drimmelen and Associates Real Estate Appraisers** as payment and is in accordance with applicable state laws and requirements. Payment is defined as the fair market value of the property. This amount is based on the land, improvements and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope projections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of Centennial Land, LLC, Manager

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of Greenbrier Land, LLC, Manager

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of CAPB Properties, LLC, Manager

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of City of West Jordan Agent



Exhibit "U"

**VOLUNTARY ACQUISITION  
Acknowledgement**

Project: 5600 West Corridor Preservation

Parcel: 20-26-400-011 and 20-26-400-012

Name: Centennial Land, LLC, Greenbrier Land, LLC, and CAPB Properties, LLC

The City of West Jordan, Utah, is interested in voluntarily acquiring your property at 7300 S 5600 W and 5710 W 7800 S, West Jordan, Utah 84081, for a future 5600 West Road Construction Project, which may be eligible for future funding assistance from the Federal Highway Administration.

The City of West Jordan will not pursue acquisition by eminent domain in the event you are not interested in selling your property, or if we cannot reach a voluntary agreement for the purchase of your property.

The City of West Jordan is acquiring your property for transportation corridor preservation and your property is not a necessary part of a funded transportation project at this time. Therefore, under corridor preservation guidelines, the City of West Jordan may only acquire your property if you are willing to voluntarily sell it, and the City of West Jordan is prohibited from using eminent domain to acquire your property (Utah Code Ann. Section 72-5-402(2)).

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants, who move as a result of a voluntary acquisition, are not eligible for relocation assistance. The property owners understand and acknowledge that if he/she/they waited for the funded project for this portion of the roadway, they would be eligible for relocation benefits pursuant to 49 CFR 24. However, by signing below the property owners understand and acknowledge that he/she/they are not entitled to any relocation benefits for the voluntary purchase of the property in advance of a funded project and freely choose to sell the property to the City of West Jordan before the project is funded.

\_\_\_\_\_  
Signature of Centennial Land, LLC, Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Greenbrier Land, LLC, Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of CAPB Properties, LLC, Manager

\_\_\_\_\_  
Date

## Exhibit "V"

Project No: N/A Parcel No(s): N/A  
Job/Proj /Auth No: N/A Pin No. N/A Tax ID: 20-26-400-011 and 20-26-400-012  
Project Location: 7400 South to 7800 South, 5600 West Street  
County of Property: Salt Lake  
Property Address: 7300 S 5600 W and 5710 W 7800 S, West Jordan, Utah 84081  
Owner / Grantor(s): Centennial Land, LLC, Greenbrier Land, LLC, and CAPB Properties, LLC  
Owner's Address: 225 S 200 E #300, Salt Lake City, Utah 84111  
Primary Phone: N/A Owner's Home Phone: N/A Owner's Work Phone: (801) 532-2233

### RIGHT OF WAY DONATION

CENTENNIAL LAND, LLC, a Utah Limited Liability Company, and GREENBRIER LAND, LLC, a Utah Limited Liability Company, and CAPB PROPERTIES, LLC, a Utah Limited Liability Company (hereinafter referred to as "Grantor"), hereby acknowledge that they have the right to receive just compensation for the right of way parcels described in Exhibit "V-1", attached hereto and incorporated herein, but agree to donate said property to the City of West Jordan without compensation, and to deliver the properly executed deed(s) to the City of West Jordan, with any and all releases necessary to provide the City of West Jordan with clear title. Moreover, Grantor understands that it has the right to know the appraised value of the property being donated, and the City of West Jordan has provided Grantor with a copy of a recently completed MAI certified appraisal which details the fair market value of the price per acre for said property.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CENTENNIAL LAND, LLC, a Utah Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that s/he is the \_\_\_\_\_ of CENTENNIAL LAND, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_, \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

GREENBRIER LAND, LLC, a Utah Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  : SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that s/he is the \_\_\_\_\_ of the GREENBRIER LAND, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing in \_\_\_\_\_ County, \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

CAPB PROPERTIES, LLC, a Utah Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) : SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that s/he is the \_\_\_\_\_ of CAPB PROPERTIES, LLC, a Utah Limited Liability Company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_, \_\_\_\_\_

**Exhibit "V-1"**  
**(the "Donation Area")**

**North Parcel:**

Beginning at the Grantor's Northeast property corner, said point also being the East Quarter corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1320.01 feet, more or less, to the Northerly property line of that tract of land described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence South 89°15'24" West, along the Northerly line of said parcel, a distance of 33.00 feet; thence North 00°28'02" West, parallel to and 33.00 feet distant Westerly from the East line of said Section 26, a distance of 1320.28 feet, more or less, to the Grantor's Northerly property line, said point also being on the Southerly property line of that certain tract of land conveyed to the City of West Jordan under Entry Number 11301226, in Book 9976, at Page 4531, in the office of the Salt Lake County Recorder; thence North 89°43'42" East, along the Grantor's Northerly property line and along the Southerly property line of said City of West Jordan tract, a distance of 33.00 feet, more or less, to the point of beginning.

The foregoing contains 43,564 square feet, or 1.000 acres, more or less.

**South Parcel:**

Beginning at a point 33.00 feet North 00°28'02" West along the section line from the Southeast corner of Section 26, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence North 89°45'39" West, parallel to and 33.00 feet distant Northerly from the South line of said Section 26, a distance of 33.00 feet; thence North 00°28'02" West, parallel to and 33.00 feet distant Westerly from the East line of said Section 26, a distance of 1304.27 feet, more or less, to the Grantor's Northerly property line as described on the last page of that certain Warranty Deed filed under Entry Number 10543363, in Book 9651, at Page 9383, in the office of the Salt Lake County Recorder; thence North 89°15'24" East, along the Northerly line of said parcel, a distance of 33.00 feet, more or less, to the Northeast corner of said parcel, said point being on the East line of said Section 26; thence South 00°28'02" East, along the East line of said Section 26, a distance of 1304.84 feet, more or less, to the point of beginning.

The foregoing contains 43,048 square feet, or 0.988 acres, more or less.

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 12-112

**A RESOLUTION approving and adopting a litigation Settlement Agreement with Peterson Development Company LLC and named affiliates resolving and disposing of pending litigation.**

Whereas, the City Council has approval authority on significant agreements entered between the City and one or more third parties; and

Whereas, the City has reached a settlement of pending litigation with Peterson Development Company LLC and several affiliates;

Whereas, the City Council finds that the settlement is in the best interest of the City and its citizens;

Whereas, a written Settlement Agreement has been prepared and signed by the Peterson entities; and

Whereas, the City Attorney endorses and recommends approval of the attached Settlement Agreement,

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

*Section 1.* The Settlement Agreement between Peterson Development Company LLC and many of its affiliates and the City, the form of which is attached hereto, be and is hereby adopted, approved and ratified.

*Section 2.* The Mayor is hereby authorized and directed to sign the Settlement Agreement on behalf of the City.

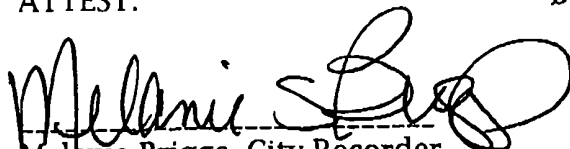
*Section 3.* This resolution shall take effect immediately.

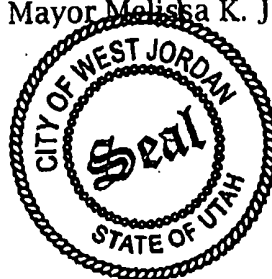
Adopted by the City Council of West Jordan, Utah this 26th day of September, 2012.

CITY OF WEST JORDAN

By:   
\_\_\_\_\_  
Mayor Melissa K. Johnson

ATTEST:

  
\_\_\_\_\_  
Melanie Briggs, City Recorder



Roll 12-112

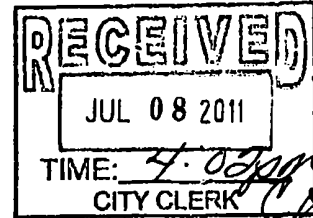
**Voting by the City Council**

	"AYE"	"NAY"
Judy Hansen	✓ -----	-----
Clive M. Killpack	✓ -----	-----
Chris McConnehey	✓ -----	-----
Chad Nichols	Absent -----	-----
Ben Southworth	✓ -----	-----
Justin D. Stoker	✓ -----	-----
Mayor Melissa K. Johnson	✓ -----	-----



Kevin E. Anderson (0099)  
Jeremy B. Johnson (12353)  
**ANDERSON CALL & WILKINSON**  
136 East South Temple, Suite 2400  
Salt Lake City, Utah 84111  
Phone: (801) 521-3434  
Fax: (801) 521-3484

*Attorneys for Plaintiffs*



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**IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY  
STATE OF UTAH**

---

PETERSON DEVELOPMENT  
COMPANY, LLC, a Utah limited liability  
company, KFP CORPORATION, a Utah  
corporation, LEON PETERSON dba LEON  
PETERSON CONSTRUCTION a ,  
ISLAND PARK DEVELOPMENT, LLC, a  
Utah limited liability company, STONE  
CREEK 2002, LLC, a Utah limited liability  
company , RANCHES AT STONE CREEK  
LLC, a Utah limited liability company,  
CANYON RANCHES LLC and DOVE'S  
LANDING, L.C. a Utah limited liability  
company.

Plaintiffs,

v.

CITY OF WEST JORDAN, a Utah  
municipal corporation, and JOHN DOES  
1- 10

Defendants.

**SUMMONS**

Civil No. 110916059

Judge Himonas

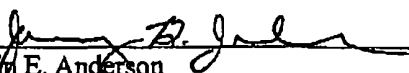
(Jury Trial Demanded)

CITY OF WEST JORDAN, you are hereby summoned and required to file with the clerk of the above court a written answer to the Complaint filed, or to be filed, in the above-entitled case and to serve upon or mail to Kevin E. Anderson, the Plaintiff's attorney, at 136 E. South Temple, Suite 2400, Salt Lake City, UT 84111, a copy of said answer within twenty (20) days after service of this summons upon you.

If you fail to do so, judgment by default will be taken against you for the relief demanded in said Complaint, which, within twenty (20) days after service of this Summons upon you, will be, or already has been, filed with the clerk of said court. In the event the Complaint is not filed with the court within twenty (20) days of service upon you, an answer need not be filed. A copy of said Complaint will be deposited with the clerk of said court at 450 South State Street, Salt Lake City, UT 84114 which is where you are to file your answer to this Summons.

DATED this 7<sup>th</sup> day of July, 2011.

ANDERSON CALL & WILKINSON, P.C.

  
Kevin E. Anderson  
Jeremy B. Johnson  
*Attorneys for Plaintiff*

SERVE AT:

Melanie S. Briggs, City Clerk  
8000 S. Redwood Road, 3<sup>rd</sup> floor  
West Jordan, UT 84088

Kevin E. Anderson (0099)  
Jeremy B. Johnson (12353)  
**ANDERSON CALL & WILKINSON**  
136 East South Temple, Suite 2400  
Salt Lake City, Utah 84111  
Phone: (801) 521-3434  
Fax: (801-521-3484

*Attorneys for Plaintiffs*

---

**IN THE THIRD JUDICIAL DISTRICT COURT FOR SALT LAKE COUNTY  
STATE OF UTAH**

---

PETERSON DEVELOPMENT  
COMPANY, LLC, a Utah limited liability  
company, KFP CORPORATION, a Utah  
corporation, LEON PETERSON dba LEON  
PETERSON CONSTRUCTION a,  
ISLAND PARK DEVELOPMENT, LLC, a  
Utah limited liability company, STONE  
CREEK 2002, LLC, a Utah limited liability  
company, RANCHES AT STONE CREEK  
LLC, a Utah limited liability company,  
CANYON RANCHES LLC and DOVE'S  
LANDING, L.C. a Utah limited liability  
company.

Plaintiffs,

v.

CITY OF WEST JORDAN, a Utah  
municipal corporation, and JOHN DOES  
1- 10

Defendants.

**COMPLAINT**

Civil No.

Judge

(Jury Trial Demanded)

Plaintiffs, Peterson Development Company, LLC, KFP Corporation, Leon Peterson Construction, Island Park Development, LLC, Stone Creek 2002, LLC, Ranches at Stone Creek LLC, Canyon Ranches LLC and Dove's Landing ("Plaintiffs"), for causes of action against the Defendants, and each of them (the "Defendants") complain and allege as follows:

**PARTIES**

1. Plaintiffs are Utah business entities maintaining their principal places of business in Salt Lake County, State of Utah, and have claims against the Defendants set forth herein that are properly before this court pursuant to applicable law and agreements between the parties.

2. Defendant CITY OF WEST JORDAN ("City" or "Defendant") is a municipal corporation that has liability to the Plaintiffs' for breach of contract and other legal claims as set forth hereafter.

3. The John Doe Defendants 1-10 are persons or entities, the identities of whom are not yet certain, that may have liability to the Plaintiffs under the circumstances presented or the facts developed in this case, or who participated in or aided and abetted in any unlawful actions set forth below.

**JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction and personal jurisdiction pursuant to the applicable provisions of the Utah Code Annotated.

5. This Court has venue pursuant to applicable provisions of the Utah Code Annotated.

## GENERAL ALLEGATIONS

### City's Obligation To Reimburse Plaintiffs For Certain Public Improvements

6. Plaintiffs and the City entered into a zoning ordinance for the development of the Stone Creek Planned Community Development (the "Development"). This zoning ordinance was originally enacted as zoning ordinance 99-29 (the "Zoning Ordinance").

7. Pursuant to the Zoning Ordinance, certain trail, park and open space improvements were to be installed in the Development. It was mutually agreed that these improvements would be developed simultaneously with the residential components as the market dictated. These improvements, (the "Improvements"), are identified on Exhibit A, attached hereto and incorporated herein by this reference.

8. The City contemplated in the Zoning Ordinance that Plaintiffs may be reimbursed for up to 50% of the impact fees collected in the Stone Creek Community. *See* Wayne Harper Letter attached hereto as Exhibit B attached hereto and incorporated herein by this reference.

9. Acting on behalf of the City, Wayne Harper, West Jordan City Development Director,  
by letter to Plaintiffs dated August 20, 2001, (the "Harper Letter"), confirmed that the City had agreed to reimburse Plaintiffs for the installation of the Improvements identified therein, as such Improvements were made. *See* Wayne Harper Letter attached hereto as Exhibit B, incorporated herein by this reference.

10. On or about May, 2005 Peterson completed certain Improvements in the

Development, identified in the Wayne Harper Letter, and made application for reimbursement.

11. Pursuant to that request, the City considered reimbursement. Nate Nelson, the City engineer was asked to review the reimbursement request and to make a recommendation with respect thereto.

12. Mr. Nelson conducted his analysis as requested and recommended that the City reimburse the Plaintiffs pursuant to the Wayne Harper Letter and the agreements concerning development found and memorialized in the Stone Creek Development Zoning Ordinance.

13. The City staff subsequently prepared a staff recommendation that the City Council approve the Harper Letter concerning reimbursement for the Improvements set forth therein and approve reimbursement of the Plaintiffs for the Improvements it had completed. A true and correct copy of the Staff Report is attached hereto as Exhibit C, and is incorporated herein by this reference.

14. The City Council, on or about July 25, 2005, passed Resolution No. 05-123 approving the Harper Letter reimbursement determination and also approved reimbursement of \$136,071.91, for the improvements identified therein that had been completed. A true and correct copy of the City's motion is attached hereto as Exhibit D, and is incorporated herein by this reference.

15. In or about September, 2005 the City gave to Plaintiffs a check in the amount of \$136,071.91 reimbursing Plaintiffs for the Improvements that had been completed as of that date. A copy of that check stub is attached hereto as Exhibit E.

16. The City has recently indicated that it will not reimburse Plaintiffs for future Improvements, despite the prior determinations and agreements of the City pursuant to the Development Agreement/Ordinance, the Harper Letter, the Staff Report and the City Council Motion approving the Harper Letter reimbursement.

**Takings and Trespass Claims**

17. Plaintiffs are the owner of certain real property located in Salt Lake County at approximately 7800 South and 5600 West, and additional frontage along 7800 South and 5600 West in West Jordan City, as identified in exhibit A, attached hereto and incorporated herein by this reference, ("Plaintiffs' Property").

18. In or about February of 2010, Defendants took a portion of Plaintiffs' Property (the "Subject Property") for the public use of providing public highway improvements and related utilities and improvements (the "Taking"). The nature and extent of the property taken is reflected on the drawing attached hereto as Exhibit F.

19. The Taking is approximately 24.5 feet in width and approximately 840 feet in length along the Plaintiffs' Property, resulting in a taking approximately .47 acres in size, as further reflected in Exhibit F (the "Subject Property"). The City also took and used a temporary construction easement in connection with the improvements it caused to be constructed or installed on, over or in the Subject Property.

20. The taking of Plaintiffs' Subject Property for installation of the Highway Improvements, and for a temporary construction easement used while installing the same, was without Plaintiffs' consent, permission or authorization. Moreover, it was without condemning

the Subject Property; paying the constitutionally required just compensation; or complying with the statutory prerequisites to condemning or taking private property for a public use, including without limitation those set forth in Utah Code Ann., §§78B-6-504 and 505 and §57-12-13.

21. After taking the Subject Property from Plaintiffs, as aforesaid, the City appropriated the Subject Property for the public use and purpose of installing the Highway Improvements thereon, and for a temporary construction easement.

22. Without exercising its power of eminent domain and condemning the Subject Property for the Highway Improvements and the installation of such improvements thereon and without paying just compensation for the taking of the Subject Property for the public use, Defendants' actions are tortious, illegal, improper and unconstitutional.

23. Plaintiffs are the owners of certain real property located in Salt Lake County at approximately 7000 South 6100 West, and additional frontage along 7000 South in West Jordan City, as identified in exhibit A, attached hereto and incorporated herein by this reference, ("Plaintiffs' Property").

24. The taking of Plaintiffs' Subject Property for the public purposes set forth above was without Plaintiffs' consent, permission or authorization. Moreover, it was without: condemning the Subject Property; paying the constitutionally required just compensation; or complying with the statutory prerequisites to condemning or taking private property for a public use, including without limitation those set forth in Utah Code Ann., §§78B-6-504 and 505 and §57-12-13.

25. After taking the Subject Property from Plaintiffs, as aforesaid, the City



permanently appropriated the Subject Property for the public use and purpose of installing Highway Improvements thereon, and also took a temporary construction easement that was used during construction.

26. Without exercising its power of eminent domain and condemning the Subject Property for the Highway Improvements, and without paying just compensation for the taking of the Subject Property for that public use, Defendants' actions are tortious, illegal, improper and unconstitutional.

**FIRST CAUSE OF ACTION**  
**(Declaratory Judgment concerning the Reimbursement Agreement)**

27. Plaintiffs reallege the previous paragraphs of this Complaint and incorporate the same herein by this reference, as if fully set forth herein.

28. Based on the facts set forth above, the City agreed to reimburse Plaintiffs for the Improvements to trails, parks and open spaces set forth in the Harper Letter, and as confirmed by motion of the City Council.

29. Consistent with the foregoing, the City has pursued partial performance with respect to the foregoing, paying for the Improvements completed and for which reimbursement was requested in 2005.

30. However, the City has recently refused to honor the duties and obligations it has under its reimbursement agreement with respect to future Improvements constructed by Plaintiffs that are included in the reimbursement agreement and identified in the Harper Letter.

31. An actual controversy and dispute has arisen between the parties concerning the duty of the City to reimburse Plaintiffs for the Improvements set forth in the Harper Letter, approved by the City, which are subsequently constructed by Plaintiffs.

32. The City's refusal to honor its duties and obligations under the reimbursement agreement also constitutes an anticipatory breach of that agreement and of the covenant of good faith and fair dealing set forth therein.

33. Plaintiffs are entitled to recover any damages and injuries they may suffer as a result of the anticipatory breach of that reimbursement agreement and the covenant of good faith and fair dealing.

**SECOND CAUSE OF ACTION**  
**(Inverse Condemnation)**

34. Plaintiffs reallege the previous paragraphs of this Complaint and incorporate the same herein by this reference, as if fully set forth herein.

35. Defendants have taken the Subject Property of Plaintiffs by physically installing the Highway Improvements thereon and by using a temporary construction easement on the Subject Property for installing the Highway Improvements thereon, and other public uses, all without Plaintiffs' permission or consent.

36. The taking of the Subject Property and the construction of the Highway Improvements thereon is for a public use and purpose, recognized by the Utah Code, and the impact to Plaintiffs' property necessarily resulted from said public uses.

37. Because Defendants took the Subject Property and have put it to a public use and

purpose, they are required to pay to Plaintiffs the "just compensation" to which Plaintiffs are entitled under the Utah Constitution, Article I, Section 22, and the statutes and laws of the State of Utah. That just compensation includes, at a minimum, the fair market value of the property interests taken and burdened by Defendants' actions as aforesaid, the severance damages and other compensable damages caused to the remaining property, and interest accruing thereon.

38. Because Defendants took the Subject Property without first exercising the power of eminent domain to condemn the same, Plaintiffs are also entitled to recover its court costs and attorneys' fees incurred in bringing this inverse condemnation action.

39. Plaintiffs are also entitled to damages as a result of Defendants' conduct as aforesaid, including without limitation just compensation, as set forth above, in an amount that will be established at trial, together with interest accruing thereon at the highest legal rate, and court costs and attorneys' fees incurred by Plaintiffs in connection with this action.

**THIRD CAUSE OF ACTION**  
**(Trespass)**

40. Plaintiffs reallege the previous paragraphs of this Complaint and incorporate the same herein by this reference, as if fully set forth herein.

41. Defendants' construction, installation, and placement of the Highway Improvements on Plaintiffs' Subject Property, were undertaken without authorization, permission or right, and encroaches on and trespasses upon the Subject Property. This encroachment and trespass is continuing and ongoing.

42. Defendants' actions in encroaching and trespassing on the Subject Property as aforesaid without Plaintiffs' authorization or consent are improper, illegal and tortious and constitute an ongoing continuous trespass and encroachment thereon.

43. As a result of the trespass and encroachment of the Defendants, as aforesaid, Plaintiffs have suffered damages, which damages are in an amount that will be established at the time of trial.

44. The trespass of the Defendants was and is wanton, willful, malignant, reckless, intentional, and calculated to harm and injure Plaintiffs, or was undertaken with willful and reckless disregard for the rights and interest of Plaintiffs, and were otherwise engaged in under circumstances justifying an award of punitive and exemplary damages against the Defendants to the full extent such damages may be recoverable under the laws of the State of Utah.

45. Plaintiffs are also entitled to pre-judgment and post-judgment interest, court costs and attorneys' fees to the full extent permitted by law or in equity.

**FOURTH CAUSE OF ACTION**

**(Violation of Plaintiffs' Constitutional Rights Under the Utah Constitution Article I, Section 22, and applicable Eminent Domain Statutes)**

46. Plaintiffs reallege the previous paragraphs of this Complaint and incorporate the same herein by this reference as if fully set forth herein.

47. Plaintiffs incorporate the allegations contained in each of the above paragraphs as if set forth herein.

48. Under the Utah Constitution a municipal corporation is not entitled to take private property rights and interests for a public purpose without the payment of just compensation for the taking thereof. Utah Constitution Article I, Section 22.

49. Under the statutes of the State of Utah, a municipality is not entitled to take private property rights or interests without complying with the statutory requirements set forth in Utah Code Ann. § 78B-6-501, et seq., including without limitation, § 78B-6-504 and 505 and §57-12-13, and other statutes in the Utah Code.

50. These requirements include, without limitation, the requirements that the legislative body: adopt a resolution authorizing the eminent domain taking under Article I, Section 22 of the Utah Constitution; appraise the property being taken; engage in pre-litigation negotiations to voluntarily acquire the property rights and interests at issue; provide the private property owner with certain specified information concerning its rights to mediation and arbitration and the Property Rights Ombudsman, etc.; file a complaint identifying the property rights being taken; deposit into court the municipality's appraised value of the property rights being taken before taking occupancy thereof; and comply with the foundational prerequisites for the eminent domain taking of the private property rights and interests of the Plaintiffs such as having a legitimate public purpose and public necessity for the taking of those property rights and interests.

51. These provisions also require the payment of just compensation for the payment of the property rights and interests taken, including the fair market value of the property taken and the severance and other compensable damages resulting to the remaining property not taken.

52. Defendants have violated the constitution and statutory requirements applicable in this State, including without limitation those set forth above, by taking Plaintiffs' property rights and interests without compliance with any of the statutory prerequisites and without condemning the Subject Property and paying just compensation for the taking thereof.

53. Plaintiffs are entitled to declaratory judgment that the actions of as set forth herein were illegal, and in violation of Plaintiffs' constitutional rights to be free from a taking of its property without just compensation under Article I, Section 22 of the Utah Constitution.

54. Plaintiffs are also entitled to injunctive relief requiring the demolition and removal of the Highway Improvements from the Subject Property.

55. In the Alternative, Plaintiffs are entitled to the payment of just compensation, together with interest, court costs and attorneys fees for the taking of the property rights and interests of Plaintiffs, including as set forth above.

#### **FIFTH CAUSE OF ACTION**

**(For Declaratory Judgment and Damages Concerning the City's Refusal to Accept Dedication of and Provide Maintenance for Trails, Parks and Open Space)**

56. Plaintiffs reallege the previous paragraphs of this Complaint and incorporate the same herein by this reference as if fully set forth herein.

57. Plaintiffs, or some of them, completed the construction and development of the trails, parks and open space in several phases of the Development, and have sought to dedicate those to the City.

58. The City has wrongly failed and refused to accept the dedication of several portions of the completed improvements.

59. The City's refusal to accept the completed improvements Plaintiffs have sought to dedicate to the City is improper, illegal and unjust, and an effort by the City to avoid paying the costs of maintenance for the subject public improvements, contrary to law and equity.

60. An actual dispute and controversy exists between the parties on these issues as set forth above and hereafter.

61. Plaintiffs are entitled to Declaratory Judgment that the City is obligated to accept the dedication of the completed portions of the subject improvements and to provide the maintenance thereof and to pay the costs of such maintenance.

62. Plaintiffs are also entitled to recover any damages it has suffered as a result of the City's refusal to accept the completed portions of the subject improvements, including the costs of maintenance and repairs incurred by Plaintiffs with respect thereto.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against the Defendants as follows:

1. Under the First Cause of Action for Declaratory Judgment that Defendants are obligated to reimburse Plaintiffs for the improvements covered in the Reimbursement Letter approved by the City Council. In addition or in the alternative, Plaintiffs are entitled to judgment

based on the anticipatory breach of the reimbursement agreement by the City and breach of the covenant of good faith and fair dealing set forth therein.

2. Under the Second cause of action for an award of just compensation for Defendants' taking and use of Plaintiffs' property for a public use, together with the any other recoverable damages, interest, court costs and attorneys' fees to the full extent permitted by law.

3. Under the Third Cause of Action for an award of damages suffered by plaintiffs as a result of the encroachment and trespass of the Defendants as aforesaid, together with punitive damages in an amount to be established at trial, interest, court costs and attorneys' fees to the full extent permitted by law.

4. Under the Fourth Cause of Action for Judgment that Defendants violated Article I, Section 22 of the Utah Constitution and the statutes of the State of Utah governing eminent domain and the taking of private property for public uses and purposes, including without limitation legal and statutory prerequisites that must be satisfied before property can be taken and placed to a public use, and for court costs, damages and attorney's fees as may be permitted under law, and/or for equitable relief requiring the removal of all public improvements constructed on the Subject Property in their conduct as set forth above, and for court costs, damages and attorney's fees as may be permitted under law, and for equitable relief requiring the removal of all public improvements constructed on the Subject Property.

5. Under the Fifth Cause of Action for Declaratory Judgment that the City is obligated to accept the dedication of the subject improvements from the Plaintiffs; to assume the maintenance costs and obligations with respect thereto; and to pay for any damages incurred by



the Plaintiffs, including without limitation, the costs of maintenance and repairs of the subject improvements prior to the City's acceptance of the dedication thereof.


6. For court costs and attorneys fees to the full extent permitted by law.
7. For such other relief as the Court deems just and proper under the circumstances.

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury of all issues triable to a jury in the above-captioned matter.

DATED this 7<sup>th</sup> day of July, 2011.

ANDERSON CALL & WILKINSON

  
Kevin E. Anderson  
Jeremy B. Johnson  
*Attorneys for Plaintiffs*

Plaintiffs' Address:  
225 S 200 E STE 300  
SALT LAKE CITY, UT 84111

**Exhibit C**  
*(to Project Participation Agreement)*

**AGREEMENT** (Clay Hollow Subdivision),  
dated February 13, 2014

Recording Requested By and  
When Recorded Return to:  
West Jordan City  
Attention: City Clerk  
8000 South Redwood Road  
West Jordan, Utah 84088

~~11804741  
02/14/2014 12:12 PM \$0.00  
Book 10211 Pg - 3508-3515  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
2000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: TWA, DEPUTY - WJ 8 P.~~

For Recording Purposes Do  
Not Write Above This Line

#### AGREEMENT

This Agreement is made and entered into and made effective as of the date entered below (the "Effective Date"), by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "City"), and Utah School Development WJ, LLC, a Utah limited liability company (the "Developer"), and Peterson Development Company, LLC, a Utah limited liability company for purposes of assignment only. The City and the Developer may from time to time be collectively referred to as the "Parties."

#### RECITALS

- A. Developer has prepared and presented to the City a development application for the Clay Hollow Subdivision (the "Project") upon the property described in Exhibit A (the "Property").
- B. On or about September 27, 2012, the City entered into a development agreement by and between City of West Jordan and Peterson Development Company, LLC (the "Master Developer"), entitled "Development Agreement The Highlands Sub-Areas Master Plan" (the "Master Development Agreement"), to which the Property is subject.
- C. The City and Developer desire to acknowledge applicability of certain terms and conditions of the Master Development Agreement, including but not limited to acknowledgment of Developer's awareness of the City's creation of the assessment area envisioned in said agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.
2. **Conditions Subsequent.** Each of the City and Developer is entering into this Agreement in anticipation of the satisfaction of certain conditions subsequent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions Subsequent are not satisfied or otherwise waived by the Parties within two years after the effective date of this

Agreement, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. For purposes of this Agreement, the following shall constitute the "Conditions Subsequent": (a) recordation of the final subdivision plat for Clay Hollow Subdivision.

**3. Transfer/Assignment of Master Developer Obligations.** Development of the Project shall comply with the Master Development Agreement. Sale of lots is not an assignment unless designated by the Master Developer. Pursuant to Section 1.4.1 of the Master Development Agreement, the following Master Developer obligations are assigned to and accepted by Developer: (a) Developer shall install 8 foot walking path on the west side of its Property as called out in the Clay Hollow Subdivision plat; (b) Developer shall complete required improvements, if any, along 8200 South, including but not limited to sidewalk, park strip, utility trenching and burial; and (c) Developer shall bury the power lines along 5600 West in front of the subject property.

**4. Maintenance of Detention Basins, Planters, Trees and Other Landscaping in Street Median Spaces and Alongside Streets and Sidewalks Appurtenant to, or Within, the Project.** The Developer understands that the Property is subject to An Ordinance Designating and Establishing the Highlands Assessment Area Encompassing the Highlands Master Development Area, recorded on 8/12/2013 with the Salt Lake County Recorder as entry number 11703231, Book 10168, Page 1714-1720.

**5. Recordation; Effect on Master Development Agreement.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Developer. Each commitment and restriction on development set forth herein: (a) shall be a burden on the real property constituting the Project; (b) shall be appurtenant to and for the benefit of the City and shall run with the land; and (c) shall be in addition to commitments and restrictions set forth in the Master Development Agreement, except as otherwise expressly stated herein.

**8. General.**

- a. **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.
- b. **Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.
- c. **Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake

County, Utah.

- d. **Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.
- e. **Non-Liability of City Officials.** No officer, representative, agent or employee of a party hereto shall be personally liable to any other party hereto or any successor in interest or assignee of such party in the event of any default or breach by the defaulting party, or for any amount which may become due the non-defaulting party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.
- f. **No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.
- g. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph must have notified the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.
- h. **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

The City: West Jordan City  
8000 South Redwood Road  
West Jordan, Utah 84088  
Attention: City Clerk

Master Developer: Peterson Development Company, LLC  
225 South 200 East #200  
Salt Lake City, Utah 84111  
Attention: Justin Peterson

Developer: Utah School Development WJ, LLC  
290 N. FLINT STREET  
KANSVILLE, UT 84037


Attention: Sheldon Killpack

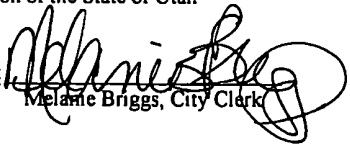
Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

- i. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Project, contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the Parties that this Agreement and the additional agreements between the Developer and the City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the development. It is expressly acknowledged by the Parties that additional agreements may be entered into by or among the Parties.
- j. **Effective Date.** This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.
- k. **Termination.** This Agreement shall terminate upon mutual written agreement of the parties hereto, failure of the Conditions Subsequent to occur on or before two years after the Effective Date, whichever occurs first.
- l. **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.
- m. **Effect of Agreement; Release of Claims.** Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal or State laws, City and County ordinances, regulations, or standards. It is the intent of the Parties that this Agreement serve as a complete release and waiver by Developer of any and all claims Developer has or may claim to have with respect to the City's application of the 2009 City Code to the development or the imposition of any requirement expressly set forth in this Agreement, the Master Development Agreement or the Development Documents. Moreover, Developer hereby releases and waives any and all claims Developer may have against the City with respect to any land use application submittals, acceptances, approvals, denials or processing with respect to the Project occurring prior to the Effective Date.


IN WITNESS WHEREOF, the Parties have executed this Agreement.

WEST JORDAN CITY, a municipality and political subdivision of the State of Utah

By:   
 Kim V. Rolfe, Mayor

ATTEST:   
 Melanie Briggs, City Clerk



APPROVED AS TO LEGAL FORM  
 West Jordan City Attorney  
 By:  Date: 2-18-14

Utah School Development WJ, LLC,  
a Utah limited liability company

By: [Signature]

Its: Manager

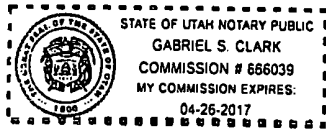
Print Name: Sheldon Killpack

**DEVELOPER ACKNOWLEDGEMENT**

STATE OF UTAH            )  
  : ss.  
County of Salt Lake        )

On this 13<sup>th</sup> day of February, 2014, before the undersigned notary public in and for the said state, personally appeared Sheldon Killpack, known or identified to me to be the Manager of Utah School Development WJ, LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]  
Notary Public for Utah  
Residing at: Provo, UT  
My Commission Expires: 7/26/17

**FOR PURPOSES OF ASSIGNMENT ONLY:**

Peterson Development Company, LLC,  
a Utah limited liability company,

By: J P

Its Manager

Print Name: Barrett Peterson

**MASTER DEVELOPER ACKNOWLEDGEMENT**

STATE OF UTAH            )  
                                      : ss.  
County of Salt Lake        )

On this 13<sup>th</sup> day of February, 2014, before the undersigned notary public in and for the said state, personally appeared Barrett Peterson known or identified to me to be the Manager of Peterson Development Company, LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Lori Johnstun  
Notary Public for Utah  
Residing at: SLC UT  
My Commission Expires: 03-22-2015

EFFECTIVE DATE: Feb. 13, 2014



**EXHIBIT "A"**

**Legal Description of the Property**



**Exhibit D**  
*(to Project Participation Agreement)*

AMENDED DEVELOPMENT AGREEMENT THE HIGHLANDS SUB-AREAS MASTER PLAN,  
dated February 2, 2015

Recording Requested By and  
When Recorded Return to:  
West Jordan City  
Attention: Robert Thorup  
8000 South Redwood Road  
West Jordan, Utah 84088

~~12109989  
03/13/2015 11:23 AM PD-00  
Book - 10304 Pg - 1058-5091  
GARBY, M. CITY  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST JORDAN CITY  
8000 S REDWOOD RD  
WEST JORDAN UT 84088  
BY: EEA, DEPUTY - MI 34 P.~~

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For Recording Purposes Do  
Not Write Above This Line

### AMENDED DEVELOPMENT AGREEMENT THE HIGHLANDS SUB-AREAS MASTER PLAN

This Amended Development Agreement (this "Agreement") is made and entered into and made effective as of the date entered below (the "Effective Date"), by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "City"), and Peterson Development Company LLC, a Utah limited liability company (the "Master Developer"). The City and the Master Developer may from time to time be collectively referred to as the "Parties."

#### RECITALS

A. Master Developer has prepared and presented to the City a concept plan for The Highlands, which is a 426 acre multi-phase development, to be processed through many individual subdivisions, site plan and other applications. At this time, Master Developer contemplates three sub-areas for development: Highlands West (162 gross acres), Highlands East (87 gross acres) and Highlands North (121 gross acres)(hereinafter the entire 426 acre master plan development project is referred to as the "Project"). The concept plan for the Project is attached hereto as Exhibit A and by this reference made a part hereof.

B. Except as expressly provided in this Agreement, as and when submitted to the City, each application involving property within the Project will be reviewed and governed pursuant to the requirements of the 2009 City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements, all as then in force and legal effect at the time of complete application filing with the City. The resulting and finally approved development plan, preliminary and final site plan(s), preliminary and final subdivision plat(s), engineering drawings, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "Highlands Development Documents" or the "Development Documents."

C. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the specific provisions of the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements, the City has determined to enter into this Agreement with Master Developer for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as the City and the Master Developer have agreed.

D. As a condition of development approval, Master Developer is required to construct and install certain "Eligible Public Improvements" as defined in section 8-3B-2 of the 2009 City Code.

E. The Parties agree that the Eligible Public Improvements as specified in the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements are lawfully required as a condition of development approval; reasonably anticipated to serve future development; located off-site or will create additional or excess capacity beyond the proportionate share attributable to Master Developer to reasonably service the proposed development at the City's adopted level of service standards.

F. The City has adopted a policy, as set forth in section 8-3B-1 of the 2009 City Code, that the proportionate share of the cost for public improvements should be allocated to all the properties creating the need for or benefiting from the public improvements.

G. Master Developer desires to be reimbursed for a proportionate share of the costs associated with the construction and installation of the Eligible Project Improvements which are reasonably anticipated to provide benefits to neighboring and surrounding properties ("Benefited Properties"), the owners of which may not be currently participating in the cost of such Eligible Public Improvements.

H. City and Master Developer desire to identify the Benefited Properties and their anticipated level of participation.

I. Some of the Eligible Public Improvements are System Improvements, as defined in section 8-3B-2 of the 2009 City Code, for which Master Developer may receive partial reimbursement from Impact Fees collected by the City.

J. City and Master Developer desire to identify those Eligible Public Improvements that are System Improvements and to clarify the portion of such System Improvements for which reimbursement may be made available through Impact Fees.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I LEGAL AUTHORITY AND PURPOSE

- 1.1 **City Laws and Purpose.** The City and Master Developer represent that they have the legal authority to enter into and perform their obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits. This Agreement and the approved Development Documents will govern the City and the Developer with respect to development of the Project under the West Side Planning Area zoning to the extent they are consistent with the requirements of the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements, all as then in force and legal effect at the time of complete application filing with the City.
- 1.2 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.
- 1.3 **Conditions Subsequent.** Each of the City and Master Developer is entering into this Agreement in anticipation of the satisfaction of certain conditions subsequent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions Subsequent are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the parties hereto shall have any further obligation to the other arising out of this Agreement. For purposes of this Agreement, the following shall constitute the only "Conditions Subsequent":
  - 1.3.1 the final non-appealable approval and acceptance of this Agreement by the City Council.
- 1.4 **Definition of "Developer".** The term "Developer" as used in this Agreement not only refers to Peterson Development Company, LLC, as the Master Developer, but also to each and every other person or entity which now holds, or hereafter acquires, title to the real property within the Project for the purpose of developing the land; and to each and every person or entity which acquires land from Peterson Development Company, LLC within the Project for the purpose of developing that land. This Agreement and all of its covenants, requirements, benefits and burdens shall govern and inure to the benefit of the City and every such

person or entity acquiring land within the Project. The City agrees and understands that the rights and obligations created by this Agreement run with the land and are fully assignable, subject to the requirements stated herein.

**1.4.1 Assignment and Transfer of Development.** The Master Developer shall not assign its obligations under this Agreement or any rights or interests herein, and except as provided below, shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee: (a) shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken pursuant to this Agreement and any then applicable Development Documents; and (b) by instrument in writing, shall have expressly assumed all of the obligations of the Master Developer under this Agreement, and any then applicable additional agreements, and agreed to be subject to all of the conditions and restrictions arising under this Agreement or any Development Documents. As explained more fully in Section 1.4.4 below, if and when the Master Developer assigns its rights and obligations under this Agreement to a purchaser of land within the Project, then the Master Developer shall be relieved of the obligations of this Agreement with respect to that portion of the Project acquired by the purchaser/assignee, and the City shall look only to the purchaser/assignee for performance of the obligations of this Agreement with respect to that portion of the Project.

If only a portion of the Project is assigned and/or conveyed under this section 1.4.1, the City will make a reasonable allocation of the Master Developer's duties appurtenant to that portion.

Master Developer agrees that any Master Developer's responsibility for constructing Master Planned Improvements and other Public Improvements in connection with the Project as originally presented and approved, and as agreed to herein, cannot be avoided by assigning portions of the Project to one or more third parties and then claiming that the Master Developer's or successor's building of the required Public Improvements is not justified by the impact of the remainder, or portion, of the Project.

**1.4.2 Sale of Lots.** When Master Developer itself acts as developer of an approved Area, Subdivision or Parcel, its selling or conveying of lots to builders or other users shall not be deemed an "assignment" subject to the above-referenced approval by the City unless specifically designated as an assignment by the Master Developer.

**1.4.3 Change in Ownership or Control of Master Developer.** A change in the majority ownership or control of the Master Developer shall be deemed a transfer requiring the consent of the City pursuant to the requirements of this Section 1.4.1. Notwithstanding the foregoing sentence, a transfer of all or a portion of the Project or change in the majority ownership or control of the Master Developer is permitted without the City's consent under the following circumstances: (i) a transfer occurs to an entity that is an affiliate of the Master Developer, (ii) a transfer or change in ownership occurs as a result of a merger or acquisition of Master Developer resulting in Master Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, and/or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Master Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the Development Documents. If as a result of any of these described actions one or more new principals become associated with the Project, such principals shall sign a counterpart of this Agreement evidencing their personal guaranty of Master Developer's obligations hereunder, or shall provide further assurances to the City of one or more additional letters of credit or other acceptable security device as may be required to satisfy the security requirements of this Agreement.

**1.4.4 City-approved Transfer.** In the event of a City approved transfer of any portion of the Project and upon assumption by the transferee of Master Developer's obligations under this Agreement and the Development Documents, the respective transferee shall have the same rights and obligations as the Master Developer under this Agreement and the Development Documents, and the Master Developer shall be released from any further obligations with respect to that portion of the Project, provided that any successor shall first execute and deliver such agreements and instruments as the City may require to bind the successor under the terms of this Agreement and any related and subsequent agreements between the parties; and provided further that the provisions of this Agreement with respect to Master Planned Improvements and other Public Improvements not included in the transferred portion of the Project shall continue as an obligation of Master Developer unless expressly waived in writing by the City. The City shall not unreasonably withhold its approval of any transfer of a portion of the Project and the corresponding transfer and assignment of the rights and obligations of this Agreement pertaining to such portion of the Project.



1.5 **Vested Rights.** The City agrees and assures Developer that the Project can be developed under the rules, requirements and benefits provided in the City's West Side Planning Area (WSPA) notwithstanding the City's announced intent to repeal the WSPA in favor of a different zoning program. For purposes of this Agreement, the phrase "different zoning program" shall mean and refer to any ordinance that prescribes the uses and densities within the Project. To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this Agreement grants Developer all rights to develop the Project under the WSPA and this Agreement. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2009). The WSPA shall govern bonus densities as well as any Developer-requested zoning changes within the Project.

1.5.1 **WSPA Densities.** Specifically and without limitation, the City agrees that the base densities provided in the WSPA shall be available to Developer throughout the Project, regardless of whether or not the City repeals WSPA and adopts a different zoning program (as defined in Section 1.5 above). The City makes no assurance that Developer will in fact meet the requirements as to any particular density bonus it may seek under the WSPA. Developer shall be entitled to the full benefit of bonus densities for which it qualifies under the WSPA.

1.5.2 **Application Under City's Future Laws.** Without waiving any rights granted by this Agreement, Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's future laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's future laws shall be governed by all portions of the City's future laws related to the Development Application. The election by Developer at any time to submit a Development Application under the City's future laws shall not be construed to prevent Developer from relying for other Development Applications on the Vested Rights provided to Developer under this Agreement.

1.5.3 **Clarifications Regarding Cap and Grade Ordinance.** In the event of any conflict between the language above in Sections 1.5, 1.5.1 and 1.5.2, on the one hand, and the language in Section 2.2 below, the language in Section 2.2 below shall govern.

ARTICLE II  
PROJECT DEVELOPMENT

2.1 Developer Obligations.

2.1.1 **Conveyance or Dedication of Required Easements.** Developer shall convey or dedicate to the City or other applicable utility provider, at no cost, such required utility and other easements on or across the Project as are necessary to facilitate the extension of required utility services and City services to and through the Project. All such dedications shall comply with the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

2.1.2 **Public Improvements: Streets, Culinary Water, Sanitary Sewer and Stormwater.** Developer shall design, construct and dedicate to the City all public streets and other public infrastructure required by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements and/or shown on the approved Development Documents (hereinafter referred to as the "**Public Improvements**"). This obligation shall survive termination of this Agreement and is intended to attach to and run with the land.

A. Access and Connecting Roads.

1. Access and connecting roads will provide for safe and efficient circulation within, and adequate entrances and exits for the Project. All access and connecting roads shall be completed in accordance with approved plans and specifications submitted in connection with one or more dependent and interrelated subdivision plats for the various phases of the Project as set forth in the approved Development Documents. No certificates of permanent occupancy will be issued until these access and connecting roads are complete and dedicated to, and accepted by, the City. Unless specifically authorized by City Code, approval of the West Jordan Fire Department is necessary for issuance of building permits.

2. Model homes may be constructed and located as allowed by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements .

3. Master Developer shall dedicate to the City 63.00 feet roadway on the west side of 5600 West between 7800 South and

8200 South; provided, however, that the City shall pay Master Developer fair market value for 30 feet of such roadway (as set forth in a separate purchase agreement between the City and Master Developer).

B. Master Planned Improvements. Developer shall be required to construct all master planned streets, culinary water, sanitary sewer and stormwater improvements running along or through the 426-acre Project (the "Master Planned Improvements") or Developer shall be responsible for a pro-rated portion of the estimated cost of construction of such improvements at the start of each phase.. Notwithstanding the preceding sentence, the parties acknowledge that it is not possible, at this point in time, to identify all of the Master Planned Improvements that may be necessary for this Project. Hence, Master Planned Improvements will be identified as each phase of the Project is developed, and will be designed to coordinate with other phases of the Project, with appropriate reimbursement provisions regarding the costs of such Master Planned Improvements.

An improvement guarantee shall be posted for each phase of the Project including the Master Planned Improvements, or portion thereof, contained within that phase. Nothing in this provision shall be construed to require Developer to post an improvement guarantee and also deposit cash with the City for the same improvements.

**2.1.3 Construction Standards.** Notwithstanding any other provisions of this Agreement, all Public Improvements (e.g. all improvements to be dedicated to City or constructed upon property owned by City) shall be constructed in compliance with the approved Development Documents, all applicable federal, state and local laws and regulations, and City standards, specifications, and plans as adopted at the time of design.

**2.1.4 Completion within Two Years.** For each phase, construction of the Public Improvements and all private improvements (such as privately maintained detention basins, trails, etc.) contemplated in the Development Documents shall be completed within two years from the date of plat recordation. If Developer fails to complete construction of all Public Improvements within the time period set forth herein for completion, the City shall notify Developer that Developer shall have thirty (30) calendar days to complete such. If Developer fails to complete the Public Improvements within the allotted time, the City, in its discretion, may complete the construction of such Public Improvements and may recover the full

cost and expense, including administrative costs for contract preparation, contract administration and construction management, of such completion from Developer's Improvement Guarantee (defined hereafter) or, if not recovered therefrom, from Developer and its principals personally. Moreover if Developer fails to complete construction of all Public Improvements within the time period set forth herein for completion, including the extra thirty (30) calendar days following notice from the City, the City may withhold any and all further permits and approvals related solely to that Developer's involvement in or with the Project (but not with respect to other Developers or other phases in the Project) pending completion of the Public Improvements and private improvements.

#### 2.1.5 Construction Process.

- A. Shop Drawings. If any shop drawings are required for the construction of the Public Improvements, Developer shall submit such drawings to the City for review and acceptance prior to the performance of the work illustrated or described in such shop drawings.
- B. Changes Prohibited without Consent. Following City approval of the Development Documents, Developer shall not make any changes to the Development Documents without the prior written consent of the City.
- C. Studies and Testing. Developer shall pay for and complete all soils and materials and traffic testing required by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The work shall be performed by testing agencies that are reasonably acceptable to the City Engineer. Copies of all test results shall be submitted to the City Engineer within ten (10) days after they are issued by the testing agency. The City Engineer may request that the test reports be certified by the testing agency. The requirements of this Section shall pertain only to property that is the subject of a pending development application, and shall not be construed to require such studies and testing for those portions of the Project that are not part of a pending development application.
- D. Inspection and Punch List. When Developer notifies the City that Developer believes the Public Improvements and required nonpublic improvements are completed, the City shall make an inspection and prepare a list of the items which are incomplete or unsatisfactory and need to be corrected. If requested by

Developer in writing, the City shall provide a detailed explanation, in writing, describing the basis for the City's determination that the work is "unsatisfactory" and explaining what needs to be done for the work to be deemed "corrected" or "satisfactory." The City's failure to object to the completion of any item of work does not relieve Developer of the responsibility to complete the work in compliance with the Development Documents and all applicable laws and codes and the City of West Jordan public improvement standards, specifications, and plans.

#### 2.1.6 Completion Extension.

- A. Notification to City. If for any reason Developer determines, prior to the end of such period, that the Public Improvements will not be completed within the two-year period required under this Agreement, Developer shall promptly notify the City of the delay, the reasons therefore, and the anticipated completion date.
- B. Extension Request. Developer may request that the City extend the completion time. Developer shall submit a construction schedule showing the anticipated completion date.
- C. City's Grant of Extension. The City, by and through its City Manager, in his/her reasonable discretion, may grant or deny Developer's request for an extension in writing. If the extension is denied, the City may, at its sole discretion, pursue any remedy available at law or by the terms of this Agreement based on Developer's failure to complete the Public Improvements or required nonpublic improvements within the two-year period. If the extension is granted, all of the terms of this Agreement shall remain in full force and effect except as modified by the new completion date. The City Manager shall grant extension requests if they are reasonable under the circumstances.
- D. Remedies Non-Exclusive. The City's extension of the completion date under this Article shall not preclude the City from exercising any rights or remedies available to the City pursuant to this Agreement, with the exception of declaring breach or default for failure to complete the improvements by the original completion deadline.

2.1.7 Deficient Materials. Developer shall disclose the materials it intends to use in the construction of public improvements to the

City Engineer. If any materials intended to be used in the construction of public improvements do not meet City specifications, the City Engineer, in his/her reasonable discretion, may require Developer to use materials approved by the City Engineer; provided, however, that the City Engineer shall not require Developer to use materials that are inconsistent with industry standards.

2.1.8 **File Record Documents.** Developer shall file with the City Engineer "Record Documents" conforming to City requirements.

2.1.9 **Completion.** Upon completion of all Public Improvements and any required nonpublic improvements for each phase, the Developer shall request an inspection. The Public Improvements and any required nonpublic improvements shall not be deemed complete until the City Engineer has verified that they are installed in accordance with the Development Documents, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements and the City Manager has provided written documentation reducing the Improvement Guarantee, as defined herein, to 10% of its initial amount.

2.1.10 **Public and Private Improvement Warranty.**

- A. Basic Warranty. Developer warrants and guarantees to the City that all the Public Improvements and required nonpublic improvements, including materials and workmanship, constructed by such Developer will not be defective and will be in accordance with the Development Documents, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. This warranty/guaranty applies to each Developer that constructs the subject improvements in the Project, but only with respect to the improvements constructed by such Developer. The warranty/guaranty provided in this Section shall cover a period of twelve (12) months following completion of the improvements.
- B. No Warranty for Required nonpublic improvements and Common Areas of Ownership. As provided in the Development Documents and the Improvement Guarantee, Developer is expected to shoulder the same responsibility with respect to construction and completion of required nonpublic improvements or common areas of private ownership as with the Public Improvements, except required nonpublic

improvements shall not be subject to the twelve month warranty set forth herein below. Developer may determine to form home owners associations to maintain non-public improvements and common areas.

- C. Twelve-Month Warranty Period for Public Improvements. If, within twelve months after the completion of the Public Improvements, as evidenced by written approval of the City Manager, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee, any portion of the Public Improvements is found to be defective, the Developer that constructed the same shall promptly, without cost to the City and in accordance with City's written instruction, correct such defective work or replace it with non-defective work.

If, during the twelve-month warranty period, emergency repairs to any of the Public Improvements become necessary (including but not limited to any repairs which, in the opinion of the City, jeopardize public safety or convenience), the Developer that constructed the same shall complete the repairs at no cost to the City. If the City completes the repairs due to urgency or failure of the Developer to timely complete such repairs, the Developer that constructed the subject improvements shall reimburse City within five working days of receiving the notice of amount due.

During the twelve-month warranty period, the City will only provide street sweeping and snow plowing. All other maintenance shall be the responsibility of the Developer.

These provisions are intended to provide a remedy to the City in addition to the basic warranty set forth above enforceable against the Developer.

- D. Warranty for Public Landscaping Improvements. If, within twenty four (24) months after completion of the Public Landscaping Improvements, as evidenced by written approval of the City Manager, any portion of the Public Landscaping Improvements is found to be defective, Developer shall promptly, without cost to the City and in accordance with City's written instruction, correct such defective work or replace it with non-defective work. During the twenty-four month warranty period, Developer shall maintain the Public Landscaping Improvements to ensure that said improvements become established and continue to comply with the 2009 City

Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements in effect on the effective date of this Agreement.

- E. Developer's Failure to Correct. If Developer fails to correct defective work, or in an emergency where notice and delay would cause serious risk of loss or damage, the City may have the defective work corrected or the defective work removed and replaced. Developer shall be liable for and pay for all direct, indirect and consequential costs of such correction or removal and replacement by the City including, but not limited to, fees and charges of engineers, architects, and other professionals.
- F. Normal Wear and Tear. Developer's warranty and guarantee hereunder excludes defects or damage caused by normal wear and tear under normal usage.

#### 2.1.11 Improvement Guarantee.

- A. Types of Security Devices. With respect to each phase of the Project for which a Development Application has been submitted, prior to the final approval of such application, unless expressly waived in writing by the City, the Developer of such phase shall file with the City Engineer an Improvement Guarantee. With the consent of the City Attorney, Developer may, during the term of this Agreement, replace an Improvement Guarantee, originally filed, with any other type of approved Improvement Guarantee or other security device(s) by any Developer of the Project.
- B. Form of Improvement Guarantee. Developer shall submit either a personal guaranty by all of the principals of Developer; or a letter of credit, which shall condition the making of draws thereon and shall contain an automatic renewal provision. The letter of credit shall be irrevocable. The improvement guarantee required by this Section shall relate only to the phase(s) of the Project that are the subject of the corresponding development application. In lieu of a personal guaranty or a letter of credit, Developer may satisfy the improvement guarantee requirements by using a cash escrow that is reasonably acceptable to the City.
- C. No Third Party Beneficiaries to Improvement Guarantee. Neither this nor any other provision requiring an Improvement Guarantee shall be construed to create any rights in any third



party claimant as against the City for construction of the Public Improvements. The payment of contractors and subcontractors is the sole responsibility of Developer.

#### 2.1.12 Improvement Guarantee Releases for Public Improvements

- A. Interim Reductions. After completing a system or systems within the phase to which the Improvement Guarantee applies, the Developer may submit a written request for reduction of the Improvement Guarantee. Written reduction requests may be made only once every thirty (30) calendar days in accordance with the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The amount of the reduction shall be determined by the City Engineer and shall not exceed seventy five percent (75%) of the amount set forth in the estimated cost of Public Improvements for the system category in which reduction is sought. The total Improvement Guarantee proceeds shall not be reduced below twenty five percent (25%) of the initial face amount, plus the estimated cost of a one inch (1") thick asphalt concrete overlay for public streets. No reduction shall be authorized until such time as City has inspected the Public Improvements and found them to be in compliance with the the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. Completion of Public Improvements, even if verified by the City, shall not entitle Developer to an automatic release of any part of the Improvement Guarantee. Interim reductions not to exceed 75% of the initial amount shall be evidenced by the written authorization of the City Engineer.

The Developer shall receive written notice from the City Engineer regarding releases of partial sums. Copies of all partial releases from the City Engineer shall be sent to the City Clerk's Office for inclusion with and attachment to the Improvement Guarantee.

- B. Retainage for Public Improvements. Developer expressly agrees that, notwithstanding any partial release requested by Developer and granted by the City, the maximum amount to be released upon satisfactory completion of the Public Improvements shall be 90% of the amount of the original Improvement Guarantee. The remaining 10% (herein the "Retainage"), shall not be released for twelve months following reduction to the 10% level as evidenced by written approval of

the City Manager. The Retainage shall be held to insure that the covered improvements do not have any latent defects in materials or workmanship as determined by City, and that the covered improvements continue to meet City standards throughout the warranty period as set forth in this Agreement. Notwithstanding said Retainage, Developer shall be responsible for any substandard or defective or damaged Public Improvements. At the request of Developer, the Retainage or any part thereof may be replaced with an Improvement Guarantee of a type and form permitted by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements and approved by City. Developer shall be responsible for any substandard or defective covered improvements if the amount is inadequate to cover any such improvements.

Reduction to the 10% level shall not occur unless and until the following have occurred: verification by the City Engineer that all covered improvements have been satisfactorily completed; the receipt by the City of any lien waivers required by the City Engineer; and provided that the City has not received any claims or notices of claim upon the Improvement Guarantee.

- C. Final Release. At the end of the twelve month warranty period for the Public Improvements and upon the receipt by the City of any lien waivers required by the City Engineer, and provided that the City has not received any claims or notices of claim upon the Improvement Guarantee, and provided that the Public Improvements remain in good condition, the City Manager shall release the final ten percent (10%) of the Improvement Guarantee, as evidenced by written approval of the City Manager.

#### 2.1.13 Other Improvement Guarantee Releases.

- A. Landscaping. Developer shall not receive a reduction to the 10% level as set forth in the immediately preceding section entitled "Improvement Guarantee Releases for Public Improvements," until such time as the City Engineer verifies that all Public Landscaping Improvements have been installed in accordance with the Development Documents, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The ten percent (10%) retainage for Public Landscaping Improvement shall be held for twenty four (24)

months, and Developer shall not receive final release of the Improvement Guarantee at the expiration of the twenty four (24) month period until all dead vegetation is replaced through replanting, provided that the erosion control and/or slope stabilization remains acceptable to the City.

#### 2.1.14 Acceptance and Title.

- A. City Acceptance. For each phase, when the City is satisfied that the Public Improvements have been completed as required, and the City has verified at the end of the 12-month warranty period (24-months if pertaining to landscaping) that all final repairs have been made, a letter shall be prepared and signed by the City Manager indicating acceptance of the Public Improvements for that phase. Refusal by the City to deliver a letter accepting the Public Improvements for the phase shall not extend the warranty period, but the Developer has an ongoing duty to maintain such improvements pending acceptance by the City. Public Improvements located on City property (including easements owned by the City or on property dedicated to the City) shall thereupon become the property of the City upon acceptance by the City. Improvements located on property not owned by the City shall not become the City's property unless and until dedicated to and accepted by the City. Developer shall promptly execute and deliver to the City any documents reasonably required by the City establishing the City's ownership of the Public Improvements on the City's property. The City has no obligation to maintain any improvements that are not on property owned by or dedicated to and accepted by the City.
- B. Developer's Continuing Obligation. Developer's obligation to perform and complete all Public Improvements and required nonpublic improvements in accordance with the approved Development Documents; applicable federal, state and local laws and regulations; and the City of West Jordan public improvement standards, specifications, and plans is absolute and continuing, None of the following constitute an acceptance of any or all of the Public Improvements that are noncompliant, and none of the following shall release Developer from its obligation to construct the Public Improvements in accordance with the same:
1. Informal observations by the City Engineer;

2. Use or occupancy of any Public Improvements or any part thereof by the City or the public;
  3. Any review of a shop drawing or sample submittal or the issuance of a notice of acceptability with respect thereto by the City Engineer;
  4. Any inspection, test, or approval by someone other than the City; or
  5. Any correction of defective work by the City.
- C. City Responsibility. From and after the City's acceptance of Public Improvements on City property, the City shall have the complete and sole jurisdiction over the operation and maintenance of such Public Improvements, including without limitation, sole discretion to: 1) discontinue operation and maintenance of the Public Improvements at any time; 2) convey or assign any or all City interests in the Public Improvements to any person at any time; and 3) convey or assign to any person any or all operation and maintenance responsibilities for the Public Improvements. Nothing in this Agreement shall create a duty for the City to ensure or guarantee operation of Public Improvements or construct any appurtenance necessary for operation.

#### 2.1.15 Indemnification and Risk.

- A. Developer to Indemnify the City. Developer shall, at all times, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement.
- B. Builder's Risk of Loss. Developer assumes the risk of loss for any damage or loss to the Public Improvements by any means or occurrence, with the exception of damage or loss caused by the City, until final acceptance of the Public Improvements as evidenced by written approval of the City Manager.

## 2.1.16 Insurance.

- A. In General. All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and either (1) listed on the U.S. Department of the Treasury's *Listing of Approved Sureties (Department Circular 570)* (as amended), or (2) having a current rating of "A" or better in the most current available A.M. Best Co., Inc.'s, *Best's Insurance Reports, Property and Casualty Edition*. Except in the case of workers' compensation insurance, the City shall be included as an additional named insured in all insurance policies. Developer shall cause copies of certificates of insurance to be furnished to the City concurrently with or prior to the signing of this Agreement. If requested, Developer shall also cause copies of the insurance policies required by this Agreement to be provided to the City.
- B. Worker's Compensation Insurance. In addition to other required insurance, Developer shall ensure that Developer's contractors obtain and maintain, during the construction of the Public Improvements, worker's compensation insurance as required by laws and regulations for all of contractor's employees employed at the site of the Improvements, and in case any work is subcontracted, Developer shall require the subcontractor similarly to provide worker's compensation insurance for all of the subcontractor's employees, unless such employees are covered by protection as required by laws and regulations. If Developer's employees are ever present at the site of the Public Improvements, Developer shall obtain and maintain, during the construction of the Public Improvements, workers compensation insurance as required by laws and regulations for all of Developer's employees employed at the site of the Public Improvements.
- C. Public Liability and Property Damage Liability Insurance.
- (1) Developer shall secure and maintain, during the term of this Agreement and at all times thereafter when Developer or Developer's contractor(s) may be correcting, removing, or replacing defective work, a commercial general public liability and property damage liability insurance policy. The policy shall protect Developer and the City from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from Developer's operations under this Agreement, whether any such operation be by itself

or by any contractor, subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be not less than \$2,000,000 for each occurrence, and \$3,000,000 general aggregate, and \$3,000,000 products/completed operations aggregate.

(2) Developer shall cause Developer's contractor(s) to secure and maintain, during the term of this Agreement and at all times thereafter when Developer's contractor(s) may be correcting, removing, or replacing defective work, a commercial general public liability and property damage liability insurance policy. The policy or policies shall protect the contractor(s) and the City from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from Developer's contractor's operations in connection with the Public Improvements, whether any such operation be by itself or by any contractor, subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be not less than \$2,000,000 for each occurrence, and \$3,000,000 general aggregate, and \$3,000,000 products/completed operations aggregate.

D. Automobile Public Liability Insurance:

(1) Developer shall secure and maintain, during the term of this Agreement and at all times thereafter when Developer or Developer's contractor(s) may be correcting, removing, or replacing defective work, commercial automobile public liability insurance with limits not less than \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles.

(2) Developer shall cause Developer's contractor(s) to secure and maintain during the term of this Agreement and at all times thereafter when Developer's contractor(s) may be correcting, removing, or replacing defective work, commercial automobile public liability insurance with limits not less than \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles.

2.1.17 Landscaping.

A. Landscape Plans:

Developer shall submit landscape plans together with all site plan applications, such landscape plans to demonstrate compliance with all applicable laws and codes and the City of West Jordan public improvement standards, specifications, and plans then in published force and effect.

B. Cobble Rock:

Specifically, and without intent to limit, landscape plans may not utilize cobble rock unless such cobble rock is secured in cement.

C. Grasses:

Any grasses shall be irrigated with underground irrigation systems.

Grass seeding along trails shall be with City approved grass seed mixtures.

D. Trail Fencing:

No wood fences are permitted along trails.

E. No Walk-Away at Substantial Completion:

The City shall accept no improvement unless it is completed as provided on the landscape plan and unless the installed landscaping is growing after the 24-month warranty period. The Developer shall not walk away from landscape improvements that are only "substantially" complete, nor shall the City accept dedication of only "substantially" complete landscape improvements.

**2.1.18 Development to be Consistent with the Development Documents.** Except as expressly provided in this Agreement, all development within the Project area shown in Exhibit A whether by the Developer or a successor in interest, will be consistent with this Agreement and the finally approved Development Documents. Any substantial change to an approved Development Plan which change is inconsistent with this Agreement shall constitute an amendment to this Agreement.

**2.1.19 Parks, Trails and Pathways.** The Development Documents will provide for public use spaces consistent with the requirements of the 2009 City Code and related published protocols and policies and other

applicable zoning, engineering, fire safety and building requirements. The Developer and City will cooperate in reasonably locating and/or refining the location of such open spaces, trails and trail systems at the site plan level. The City shall accept no such improvement unless it is completed as provided on the landscape plan and/or site plan, and unless the installed landscaping is growing healthily and naturally after the 24-month warranty period. The Developer shall not walk away from landscape improvements that are only "substantially" complete, nor shall the City accept dedication of only "substantially" complete landscape improvements.

**2.2 Clarifications Regarding Cap and Grade Ordinance.** A dispute has arisen between the City and the Master Developer over the scope of vesting provided in this Agreement as originally signed and recorded. The City contends that the vesting provided in this Agreement was as to the application of the WSPA zone to the Project, and not to any exemption from other requirements in the City Code applicable to land development. The Master Developer contends that any provision in the City Code which is applicable City-wide to land development is a zoning program that conflicts with the Master Developer's vesting in the WSPA zone. The City and the Master Developer seek by means of an Amended Development Agreement to resolve their dispute. To that end, the Parties agree as follows:

**2.2.1 Gladstone Subproject.** The Gladstone subproject within the Highlands will be exempt from the City's recently enacted Cap and Grade ordinance, and from any successor ordinance or provision limiting the timing or size of new multi-family residential developments; provided that Developer proceeds to acquire land from UDOT to enlarge Gladstone and provided further that Developer moves ahead and completes, at its expense, the piping and filling in of the wash on the acquired UDOT property.

**2.2.2 Other Multi-Family Zoned Land in the Highlands.** Other than as provided in subsection 2.2.1 above, all other multi-family zoned land in the Highlands is subject to the Cap and Grade ordinance (as the same may be amended); provided, however, that applications for multi-family projects that were submitted to the City before the Cap and Grade ordinance was first instituted are vested outside of the Cap and Grade ordinance.

### ARTICLE III IMPACT FEES

**3.1 Impact Fees; Costs of Application Processing.** The Developer will be assessed and required to pay impact fees calculated by the City in accordance with the Utah Impact Fees Act, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering,



fire safety and building requirements. To avoid "double dipping" with impact fees, Developer shall be reimbursed by the City if it constructs improvements within the project area that are identified on the City's impact fee capital facilities plans. In addition, Developer will be responsible for paying all City application and inspection fees and charges appropriately assessed for projects of the type being presented by Developer, including payment of hourly charges for all internal expert reviews and involvement. Because impact fees are assessed at the time of development, impact fees may be assessed in each phase of the Project.

**3.2 No Additional Off-Site Infrastructure Requirements.** The City shall not, directly or indirectly, charge the Developer, its affiliates or successors or the Property any development fees, impact fees, water hookup fees, or any similar fees, charges, assessments or exactions for infrastructure for the development of the Project except as set forth herein or otherwise permitted by the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

**3.3 Maintenance of Detention Basins, Planters, Trees and Other Landscaping in Street Median Spaces and Alongside Streets and Sidewalks Appurtenant to, or Within, the Development.** The Developer and the City have agreed to work together to form an Assessment Area covering the Project for the purpose of generating funding whereby the Assessment Area will maintain all detention basins, buffer landscaping, trails, parks and parkstrips, including within and along public arterial and collector streets where private property backs to the public right of way and is separated from the rest of the private property by a wall. This scope of maintenance will be up to the governing board of the assessment area and will only be triggered after the expiration of applicable warranty periods during which warranty periods Developer will maintain these improvements. Following the expiration of warranty periods and acceptance of dedication by the City, such improvements are expected to be maintained by the assessment area.

#### ARTICLE IV DEFAULT AND COSTS

**4.1 Failure to Perform.** Developer hereby agrees that Developer shall perform all obligations imposed upon Developer pursuant to: this Agreement; the Development Documents, as approved; and all additional obligations imposed on Developer by Federal, state, City or County laws, ordinances, regulations or standards. Developer further understands and expressly agrees that failure to perform said obligations shall be deemed to be a default under this Article V.

4.1.1 **Notice of Default.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper or assignee, then the City shall also provide a courtesy copy of the Notice to Master Developer.

4.1.2 **Contents of the Notice of Default.** The Notice of Default shall:

A. Specific Claim. Specify the claimed event of Default;

B. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement or Development Documents that is claimed to be in Default;

i. Materiality. Identify why the Default is claimed to be material; and

ii. Optional Cure. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

4.1.3 **Meet and Confer.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" process.

4.2 **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer", and if still in dispute then the parties may have the following remedies:

4.2.1 **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

4.2.2 **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

4.2.3 **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by an assignee Developer or Subdeveloper, development of those Parcels owned by the Developer or Subdeveloper until the Default has been cured.

- 4.3 **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.
- 4.4 **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.
- 4.5 **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.
- 4.6 **Insolvency.** Insolvency, bankruptcy or any voluntary or involuntary assignment by any party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such party under this Article V.
- 4.7 **Court Costs and Attorney Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their court costs and reasonable attorney fees.

#### **ARTICLE V RECORDATION**

- 5.1 **Recordation.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Developer. Each commitment and restriction on development set forth herein shall be a burden on the real property constituting the Project, shall be appurtenant to and for the benefit of the City and shall run with the land.

#### **ARTICLE VI REIMBURSEMENT FOR PUBLIC IMPROVEMENTS**

- 6.1 **Developer's Obligations to Install Eligible Project Improvements.**
- 6.1.1 Developer shall, at its own expense and in accordance with the requirements of this Agreement, the Development Documents, the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements, Federal and State laws and regulations, and all other conditions of development approval, construct and install or cause to be constructed and installed the future prescribed Eligible Public Improvements collectively referred to herein as "**Eligible Public Improvements**".

- 6.1.2 Developer shall, at its own expense, acquire necessary real property interests for the construction and installation of the Eligible Public Improvements and shall dedicate the acquired real property interests and Eligible Public Improvements to City, in a form approved and acceptable to the City Attorney.
- 6.1.3 Developer understands and agrees that Eligible Public Improvements will not be reimbursable unless they are approved by City in advance of development in accordance with City's ordinances, rules, regulations, and engineering standards and specifications.
- 6.1.4 Developer further understands and agrees that Eligible Public Improvements identified herein are the only improvements for which reimbursement will be made available with respect to the development of Remainder Parcel 3 unless otherwise agreed to in writing by the City.
- 6.2 Cost Allocation and Collection from Benefited Properties for Eligible Project Improvements.**
- 6.2.1 The Parties agree that the properties reasonably anticipated to benefit from the construction and installation of the Eligible Project Improvements ("Benefitted Properties") shall be specified in the applicable pioneering agreement or subdivision-specific development agreement.
- 6.2.2 City shall allocate costs to the Benefited Properties as specified in the applicable pioneering agreement or subdivision-specific development agreement. The allocation will be based on frontage, zone, area, lot, impervious area, number of connections or other fair and equitable criteria.
- 6.2.3 City will make as a condition of approval for the owners of the Benefited Properties that seek City approval to develop, subdivide or build, to pay to the City the appropriate allocated costs identified herein, prior to granting any development, subdivision, conditional use, or site plan approval and prior to the City issuing any building permit, with respect to the Benefited Properties. The Parties acknowledge, understand and agree that the City is not liable if an approval, permit or action is granted inadvertently to a Benefited Property or person, unless done intentionally or by fraud. Notwithstanding the City's good faith efforts to require payment by owners of Benefited Properties, Developer is entitled to pursue its own civil action against the Benefitted Property owner for *quantum*

*meruit*. Nothing in this section requires the City to legally pursue a Benefitted Property owner.

### 6.3 Reimbursement Payments.

6.3.1 Upon collection of the allocated costs from the Benefitted Properties as set forth herein, City shall pay the collected amount to Developer (each payment shall be referred to hereinafter as a "Reimbursement Payment"). Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make any Reimbursement Payment to Developer until the allocated costs are actually received by City. The Parties acknowledge, understand and agree that: (a) the City is not directly responsible or liable for any Reimbursement Payment to Developer, other than to account for and pay sums received; (b) the City is not responsible in the event this Agreement is determined by a court of competent jurisdiction to be unenforceable.

6.3.2 Impact fee reimbursements for System Improvements shall be paid in accordance with Section 8-3B-4 of the 2009 City Code, attached hereto as **Exhibit B**.

6.3.3 No reimbursement, whether from Benefitted Properties or from impact fees, shall be due to Developer until:

A. The applicable Eligible Public Improvements have been fully installed, inspected, and approved by the City, and the real property and Public Improvements have been dedicated to the City by lawful conveyance through plat, warranty deed or other method acceptable to the West Jordan City Attorney;

B. Developer has submitted to the City Engineer the documentation required by this Agreement evidencing actual costs of the Eligible Public Improvements; and

C. Such reimbursement is eligible by the terms of this Agreement and the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements.

### 6.4 Reimbursement Amount.

#### 6.4.1 Maximum Reimbursement.

A. The maximum reimbursement for the Eligible Public Improvements shall be the lesser of: (1) the actual costs of Eligible

Public Improvements as evidenced by the documentation submitted in accordance with the terms of this Agreement, or (2) the estimated costs of the Eligible Public Improvements prepared by the City Engineer, or as said sum is amended under the terms of the applicable subdivision-specific development agreement.

B. "Actual Costs" means the costs actually incurred or expended to construct or install the Eligible Public Improvements, which costs shall include disbursements to general contractors, engineers, surveyors, construction management and inspection, and land planners. .

C. Developer shall provide to the City documentation, acceptable to the City Attorney, demonstrating the actual costs incurred by the Developer for the construction and installation of Eligible Public Improvements. Documentation shall include but not be limited to: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and all other information necessary for the City to determine the actual costs incurred. Developer's failure to submit the required documentation shall result in rejection of the undocumented claimed amount.

6.4.2 Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to Developer by the City or any other person on any amounts due under this Agreement.

6.5 **Ownership of Eligible Public Improvements.** City shall own the Eligible Public Improvements in fee title absolute, together with the lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Eligible Public Improvements by Developer; (ii) completion of applicable warranty periods; and (iii) inspection, approval and written acceptance by the City.

6.6 **Termination of Reimbursement Payments.** Reimbursement from impact fees for Eligible System Improvements shall continue until such time as the maximum reimbursement from impact fees has been reached. Impact fees may be used only for reimbursement of Eligible System Improvements and no other purpose. Nothing in this Agreement prohibits or limits the use of pioneering agreements with benefitted property owners.

6.7 **Phasing.** Notwithstanding any provision to the contrary in this Agreement, the parties acknowledge and agree that reimbursements for Eligible Public Improvements may be determined and implemented on a phase-by-phase basis

ARTICLE VII  
GENERAL MATTERS

- 7.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.
- 7.2 **Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared jointly by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.
- 7.3 **Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.
- 7.4 **Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.
- 7.5 **Non-Liability of City Officials.** No officer, representative, agent or employee of the City shall be personally liable to Developer or any successor in interest or assignee of Developer in the event of any default or breach by the City, or for any amount which may become due the Developer, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.
- 7.6 **No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.
- 7.7 **Tax Benefits.** The City acknowledges that Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property to the City or to a charitable organization for open space or permitted uses. Developer shall

have the sole responsibility to claim and qualify for any tax benefits sought by Developer by reason of the foregoing. .

- 7.8 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph must have notified the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.
- 7.9 Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

The City:                   West Jordan City  
                                  8000 South Redwood Road  
                                  West Jordan, Utah 84088  
                                  Attention: City Clerk

Developer:                 Peterson Development Company LLC  
                                  225 South 200 East #200  
                                  Salt Lake City, Utah 841111  
                                  Attention: Justin Peterson

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

- 7.10 Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Project, contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the Parties that this Agreement and the additional agreements between the Developer and the City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the Project.

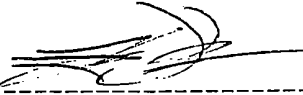


It is expressly acknowledged by the Parties that additional agreements may be entered into by or among the Parties and all such shall be included as Development Documents.

- 7.11 **Effective Date.** This Amended Agreement shall be effective as of the date of signing of the approval ordinance by the Mayor. This Amended Agreement shall supersede and replace the original Development Agreement dated September 2012.
- 7.12 **Termination.** This Agreement shall terminate upon mutual written agreement of the parties hereto or on the date that is thirty (30) years following the effective date of this Agreement, whichever occurs first.
- 7.13 **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.
- 7.14 **Effect of Agreement; Release of Claims.** Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal or State laws, City and County ordinances, regulations, or standards, except as otherwise expressly provided in this Agreement (e.g., vesting under the WSPA). It is the intent of the Parties that this Agreement serve as a complete release and waiver by Developer of any and all claims Developer has or may claim to have with respect to the City's application of the 2009 City Code and related published protocols and policies and other applicable zoning, engineering, fire safety and building requirements to the Project or the imposition of any requirement expressly set forth in this Agreement or the Development Documents. The intent of the parties is that any issue of unconstitutionality or other violation of law or equity by one party regarding demands made in connection with an application as to the other party shall be clearly and forcefully brought to the fore by the other party during the discussions and public hearings associated with such applications for resolution prior to approval of such applications. The parties do not desire the situation of the parties moving forward with construction and development of a property under an approved application only to face legal challenge after the fact as to legal claims that could have been raised and settled or judicially determined before any funds or time was expended by any party.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement.

WEST JORDAN CITY, a municipality and political subdivision of the State of Utah

By:   
-----  
Kim V. Rolfe, Mayor

ATTEST:

  
-----  
James Vincent City Recorder, Deputy

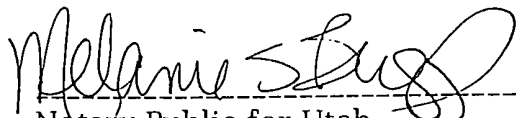


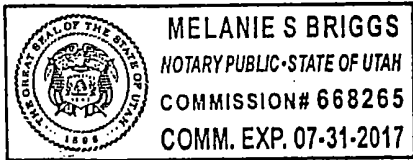
**CITY ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
  : ss.  
County of Salt Lake            )

On this 2 day of February, 2015, before the undersigned notary public in and for the said state, personally appeared Kim V. Rolfe, known or identified to me to be the Mayor of West Jordan City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

  
-----  
Notary Public for Utah  
Residing at: West Jordan Utah  
My Commission Expires: July 31, 2017



PETERSON DEVELOPMENT COMPANY LLC,  
a Utah Limited Liability Company,

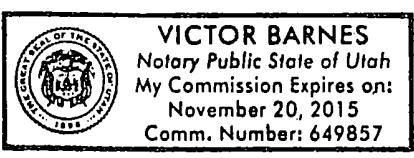
By *[Signature]*  
Its Authorized Managing Member

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH            )  
                                      : SS.  
County of Salt Lake     )

On this 22<sup>nd</sup> day of January, 2015, before the undersigned notary public in and for the said state, personally appeared Barrett Peterson, known or identified to me to be the authorized managing member of Peterson Development Company LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



*[Signature]*  
Notary Public for Utah  
Residing at: Davis County  
My Commission Expires: 11/20/15

Exhibit A  
Concept Plan

Exhibit B  
City Code Section 8-3B-4

8-3B-4: REIMBURSEMENT FOR SYSTEM IMPROVEMENTS:

- A. Authorized: Improvements specifically listed but not yet built in the city capital facilities plan (CFP) may be constructed by the developer out of the CFP planned sequence if such construction is acceptable to the city and does not create unreasonable collateral hardships to the infrastructure system. The developer may request a reimbursement agreement, pursuant to provisions of this title. The eligible costs shall not exceed the costs upon which the impact fees were established. The city manager or designee shall establish a priority for the CFP improvements, and eligible costs may be reimbursed from impact fees collected, after higher priority projects in the CFP have been adequately funded.
  
- B. Expiration: The reimbursement for system improvements may continue until such time as the cumulative reimbursement amount being collected as, and paid from, impact fees reaches an amount equal to the maximum reimbursement for said system improvements. No reimbursement shall be due or payable in excess of the amount of impact fees available, after higher priority projects in the CFP have been adequately funded. (2001 Code § 89-6-413; amd. 2009 Code; Ord. 09-31, 10-14-2009)

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 15-19\_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN  
AMENDED DEVELOPMENT AGREEMENT FOR THE HIGHLANDS MASTER  
DEVELOPMENT AREA.

Whereas, a dispute has arisen concerning the interpretation of the Development Agreement covering the Highlands master development area, and arguing that the vesting in WSPA zoning somehow relieves projects in the Highlands from compliance with the City's Cap and Grade growth management tool; and

Whereas, the parties have agreed to amend the Highlands Development Agreement to clarify any problem language on the scope and meaning of WSPA zoning and to allow one project, Gladstone Place, to move forward outside of the Cap and Grade tool; and

Whereas, such an Amended Development Agreement has been prepared; and

Whereas, the Mayor is authorized by the 2009 City Code to execute Development Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Amended Development Agreement by and between Peterson Development and the City governing the Highlands master development area is approved.

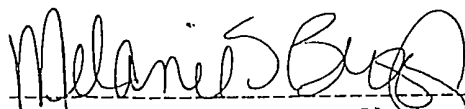
Section 2. The Mayor is hereby authorized and directed to execute the agreement.


Section 3. This Resolution shall take effect immediately.

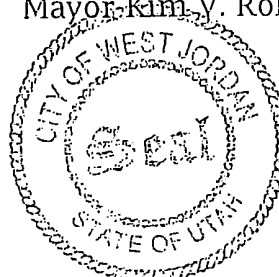
Adopted by the City Council of West Jordan, Utah, this 28th day of January, 2015.

CITY OF WEST JORDAN

ATTEST:

  
MELANIE BRIGGS, City Clerk

By:   
Mayor Kim V. Rolfe



Voting by the City Council

	"AYE"	"NAY"
Jeff Haaga	✓ -----	-----
Judy Hansen	✓ -----	-----
Chris McConnehey	✓ -----	-----
Chad Nichols	✓ -----	-----
Ben Southworth	✓ -----	-----
Justin D. Stoker	✓ -----	-----
Mayor Kim V. Rolfe	✓ -----	-----

**Exhibit E**

*(to Project Participation Agreement)*

*DEVELOPMENT AGREEMENT ADDENBROOK VILLAGES SUBDIVISION,  
effective April 14, 2016*



Council Meeting of April 13, 2016

Agenda Item No. \_\_\_\_\_

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Development Agreement for Addenbrook Villages Subdivision

**SUMMARY:** Approve a Development Agreement for Addenbrook Villages Subdivision.

**FISCAL AND/OR ASSET IMPACT:** Developer will construct infrastructure with each phase and also deposit funds for each phase if infrastructure for that phase is less than the proportionate share.

**STAFF RECOMMENDATION:**

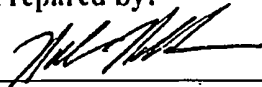
Staff recommends review and consideration of the Development Agreement for Addenbrook Villages Subdivision.

**MOTION RECOMMENDED:**

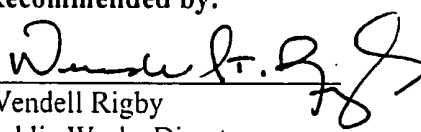
"I move to adopt Resolution No. \_\_\_\_\_ authorizing the Mayor to execute a Development Agreement with Peterson Development Company, LLC for Addenbrook Villages Subdivision."

Roll Call vote required


**Prepared by:**

  
\_\_\_\_\_  
Nate Nelson  
City Engineer

**Recommended by:**

  
\_\_\_\_\_  
Wendell Rigby  
Public Works Director

**Approved as to legal form:**

  
\_\_\_\_\_  
David R. Brickey  
City Attorney

**Recommended by:**

\_\_\_\_\_  
Mark R. Palesh  
City Manager

## **BACKGROUND DISCUSSION:**

Addenbrook Villages Subdivision is located in the Highlands. It is a five-phase development to be recorded as five interrelated phases. On or about September 27, 2012, the City entered into a development agreement with Peterson Development entitled "Development Agreement The Highlands Sub-Areas Master Plan" and on or about January 22, 2015, the parties entered into a development agreement entitled "Amended Development Agreement The Highlands Sub-Areas Master Plan" to which this property is subject. Along with the required subdivision approval application, the applicant was required to submit a development plan for review and approval.

A proposed development agreement for Addenbrook Villages Subdivision is attached. One element of the development agreement relates to public improvements that will be installed with each phase. City staff has reviewed the distribution of public improvements, and the developer and staff have agreed to the cost of infrastructure to be distributed proportionately to each phase based on the acreage contained within that phase. This is reflected in section 2.1.4 C.

There is no reimbursement for public improvements addressed in the agreement, but the agreement allows for a separate reimbursement agreement if appropriate..

Staff is recommending that the City Council review the attached development agreement. The development agreement has been agreed upon by the Developer and may be approved and executed if City Council also agrees.

### **Attachments:**

Resolution

Development Agreement

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

RESOLUTION NO. 16-59

A RESOLUTION AUTHORIZING EXECUTION BY THE MAYOR OF THE  
DEVELOPMENT AGREEMENT FOR ADDENBROOK VILLAGES  
SUBDIVISION BETWEEN THE CITY OF WEST JORDAN AND  
PETERSON DEVELOPMENT COMPANY, LLC

Whereas, the City Council has reviewed and considered the attached Development Agreement for Addenbrook Villages Subdivision between the City of West Jordan and Peterson Development Company, LLC; and

Whereas, the City Council has determined the contract to be in the best interest of the City; and

Whereas, the City Council of the City of West Jordan desires that the agreement be executed by the Mayor; and

Whereas, the Mayor is authorized to execute agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

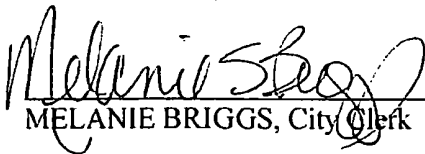
Section 1. The Mayor is authorized and directed to sign the between the City of West Jordan and Peterson Development Company, LLC, attached hereto.

Section 2. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13<sup>th</sup> day of April, 2016.

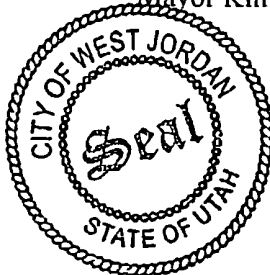
CITY OF WEST JORDAN

ATTEST:

  
MELANIE BRIGGS, City Clerk

By: 

Mayor Kim V. Rolfe



Voting by the City Council

- Council Member Dirk Burton
- Council Member Jeff Haaga
- Council Member Zach Jacob
- Council Member Chris McConnehey
- Council Member Chad Nichols
- Council Member Sophie Rice
- Mayor Kim V. Rolfe

"AYE"

"NAY"

<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recording Requested By and  
When Recorded Return to:  
West Jordan City  
Attention: City Clerk  
8000 South Redwood Road  
West Jordan, Utah 84088

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For Recording Purposes Do  
Not Write Above This Line

**DEVELOPMENT AGREEMENT  
ADDENBROOK VILLAGES SUBDIVISION**

This Development Agreement (this "**Agreement**") is made and entered into and made effective as of the date entered below (the "**Effective Date**"), by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "**City**"), Peterson Development Company, LLC (the "**Master Developer**") and Peterson Development Company, LLC (the "**Developer**"). The City and the Developer may from time to time be collectively referred to as the "**Parties**."

**RECITALS**

A. Developer has prepared and presented to the City a development application for the Addenbrook Villages Subdivision (the "**Project**"), which is a five-phase development, to be recorded as five dependent and interrelated phases upon the property described in **Exhibit A** (the "**Property**"). The application package has been submitted and reviewed by the City pursuant to the requirements of the 2009 City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting preliminary and final approved development plan, preliminary and final approved site plan(s), preliminary and final approved subdivision plat(s), approved engineering drawings, landscape plans, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "**Development Documents**".

B. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the specific provisions of the 2009 City Code, the City has determined to enter into this Agreement with Developer for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as the City and the Developer have agreed.

C. On or about September 27, 2012, the City entered into a development agreement by and between City of West Jordan and Peterson Development Company, LLC (the "Master Developer"), entitled "Development Agreement The Highlands Sub-Areas Master Plan" (the "Master Development Agreement"), to which the Property is subject. Developer desires to acknowledge its awareness of the City's creation of the assessment area envisioned in said agreement and to confirm that Developer will not object to the creation of such district.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I LEGAL AUTHORITY AND PURPOSE

1.1 **City Laws and Purpose.** The City and Developer represent that they have the legal authority to enter into and perform their respective obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits. The City's 2009 City Code, this Agreement and the approved Development Documents will govern the City and the Developer with respect to development of the Project.

1.2 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.

1.3 **Conditions Precedent and Subsequent.** Each of the City and Developer is entering into this Agreement in anticipation of the satisfaction of certain conditions precedent and subsequent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that some of the Conditions may be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "Conditions":

1.3.1 the final non-appealable approval and acceptance of this Agreement by the

City Council;

1.3.2 the City Council's final non-appealable approval of the Development Plan and completion of all conditions of approval;

1.3.3 recordation of the final approved subdivision plat for Addenbrook Villages Phase 1 Subdivision.

## ARTICLE II PROJECT DEVELOPMENT

### 2.1 Developer Obligations.

2.1.1 **Phased Development.** The Project will consist of five subdivision phases as shown in **Exhibit B**. Unless otherwise approved by the City, the plats (each referred to as a "**Final Plat**" and collectively referred to as "**Final Plats**") shall be recorded and construction shall be performed in the order determined by Developer as long as each phase meets City requirements for a developable phase.

2.1.2 **Conveyance or Dedication of Required Easements.** Developer shall convey or dedicate to the City or other applicable utility provider at no cost such required utility easements on or across the Project as are necessary for the Project to facilitate the extension of required utility services to and throughout the Project.

2.1.3 **Access Roads.** Access and connecting roads will provide for safe and efficient circulation within, and adequate entrances and exits for the Project. All access and connecting roads shall be completed in accordance with the approved plans and specifications submitted in connection with one or more subdivision plats for the various phases of the Project.

#### 2.1.4 **Public Streets, Culinary Water, Sanitary Sewer and Stormwater Improvements.**

A. Required. Developer shall design, construct and dedicate to the City all public streets and other public infrastructure required by the West Jordan City Code and City standards or shown on the approved Final Plat (hereinafter referred to as the "**Public Improvements**"). Except as otherwise agreed by the City, a plat shall not be approved unless Public Improvements comply with the Development Documents. No plat shall be recorded or lot sold until after Public Improvements are accepted by the City or financial assurance is provided.

B. Timing of Building Permits. Building permits may be issued before the City has accepted all Public Improvements so long as the following requirements are met: (a) Developer has recorded a Final Plat for the Phase; (b) Developer has posted the required improvement assurance with the City; (c) There is a paved, 20 foot wide, fire apparatus access road designed to carry 80,000 GVW that will allow emergency response access within 150 feet of all portions of the exterior of the structure; (d) any portion of the access road that is a dead end greater than 150 feet has a turnaround; (e) all fire lines and hydrants have been installed, tested, approved and operable; and (f) All other City Code requirements for building permit issuance have been met.

C. Transportation, Culinary Water, Sanitary Sewer and Stormwater Master Plans. Without limiting the foregoing, the Developer shall be required to construct all master planned streets, culinary water, sanitary sewer and stormwater improvements running along or through the Project (the “**Master Planned Improvements**”). Construction may be completed in connection with each phase of the Project. However, each phase shall be allocated a pro-rated portion of the estimated cost of construction of all Master Planned Improvements for the Project, as described below (each, a “**Prorated Cost**”). If the estimated cost of Master Planned improvements to be constructed in a particular phase is lower than the Prorated Cost for such phase, Developer shall deposit with the City cash equal to the difference between the Prorated Cost and the estimated cost of Master Planned improvements to be constructed with that phase (the “**Cash Deposit**”). The Cash Deposit is required in addition to the required improvement assurance, and both must be provided to City prior to record the Final Plat for that phase. Anticipated phasing is as shown in **Exhibit B**. The Prorated Cost for each phase is as follows:

1. Phase 1, which is 6.94 acres of the 28.69-acre Project, shall be responsible for 24.19% of the estimated cost of construction of the Master Planned Improvements, which is approximately \$317,240.37.
2. Phase 2, which is 4.11 acres of the 28.69-acre Project, shall be responsible for 14.33% of the estimated cost of construction of the Master Planned Improvements, which is approximately \$187,875.78.
3. Phase 3, which is 3.79 acres of the 28.69-acre Project, shall be responsible for 13.21% of the estimated cost of construction of the Master Planned Improvements, which is approximately \$173,247.98.



4. Phase 4, which is 7.46 acres of the 28.69-acre Project, shall be responsible for 26.00% of the estimated cost of construction of the Master Planned Improvements, which is approximately \$341,010.54.
5. Phase 5, which is 6.39 acres of the 28.69-acre Project, shall be responsible for 22.27% of the estimated cost of construction of the Master Planned Improvements, which is approximately \$292,098.84.

At the time development of the final phase is to be completed, if the Master Planned Improvements have not been built by the Developer, the City may elect to: (1) allow Developer to complete such Master Planned Improvements and surrender back to Developer any Cash Deposits accumulated through earlier phases; (2) use the accumulated Cash Deposits to contract for and construct the Master Planned Improvements; or (3) pay the accumulated Cash Deposits to others as reimbursement for constructing the Master Planned Improvements.

**D. Required Improvements.** Exhibit C, attached hereto and hereby made a part hereof, lists and otherwise describes all required and agreed improvements and dedications required of Developer in connection with Phase 1 of the Project, all of which are accepted by Developer and agreed upon. Additionally, Developer accepts transfer and assignment of the following obligations from Master Developer under section 1.4.1 of the Master Development Agreement: 7800 South from Fall Water Drive to the western Boundary of Phase 1; Fall Water from 7800 South to the connection to 6000 West; Fall Oak from Broad Meadow Phase 3 to the roundabout at Fall Water Drive;. Improvements include all road, sanitary sewer, water, stormwater and related improvements in the identified location and the roundabout.

**2.1.5. Construction Standards.** Notwithstanding any other provisions of this Development Agreement, all Public Improvements shall be constructed in compliance with: the approved Development Documents; all applicable federal, state and local laws and regulations; and the City of West Jordan public improvement standards, specifications, and plans as adopted at the time of design.

**2.1.6 Compliance with the Master Development Agreement.** Whether developed by Developer or a successor in interest, the Project shall comply with and be governed by the Master Development Agreement and the concept plan attached thereto, except as modified by this Agreement. Remnant parcels, if any, created by recording the Final Plats or any Final Plat shall continue to be subject to the Master Development Agreement but shall not be subject to this

Development Agreement except for the requirements of sections 2.1 and 2.2, inclusive of all subsections.

**2.1.7. Indemnification.** Developer shall, at all times, protect, indemnify, save harmless and defend the City and its agents, employees, officers and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the Project, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement.

**2.2 Provision of Certain Utility Services.** The City agrees that it shall make available (subject to extension of the City's system by Developer, application for service, issuance of applicable permits and payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer and storm water, as well as garbage collection on public streets for residential properties and related services provided by the City to its citizens generally. Culinary water, sanitary sewer and storm water utility services will be provided through delivery and retention systems constructed by the Developer as depicted in the Development Documents. To the extent the delivery systems are properly and timely constructed by Developer, such services shall be provided as reflected in the Development Documents. Construction of infrastructure to serve later constructed phases shall be the Developer's responsibility. The City shall have no obligation to extend infrastructure to serve any Phase. The City shall not be required to permit connection at any location or by any method other than as shown and approved in the Development Documents.

### ARTICLE III IMPACT FEES

**3.1 Impact Fees; Costs of Application Processing.** The Developer will be assessed and required to pay impact fees calculated by the City in accordance with the Utah Impact Fees Act. In addition, Developer will be responsible for paying all City fees and charges appropriately assessed for projects of the type being presented by Developer. Because impact fees are assessed at the time of development, impact fees may be assessed in each phase of the Project pursuant to applicable law at the time of Final Plat recording.

**3.2 Assessment Area.** The City shall have the long term and permanent responsibility

for the maintenance of all public improvements dedicated to the City and specified in the assessment area. In connection with such maintenance, the City created the assessment area for the purposes of funding in whole or in part such maintenance obligation. Developer shall notify all lot purchasers and other successors and assigns of this obligation and obtain their consent. There shall be no club houses, swimming pools or other features within the dedicated areas that are not approved by the City.

#### ARTICLE IV DEFAULT AND COSTS

**4.1 Default.** In the event of a failure by any party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other party, the non-defaulting party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

4.1.1 To cure such default or enjoin such violation; and

4.1.2 To enforce all rights and remedies available at law and in equity including injunctive relief and specific performance but not including damages or attorney's fees.

**4.2 Insolvency.** Insolvency, bankruptcy or any voluntary or involuntary assignment by any party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such party under this Article IV.

#### ARTICLE V ASSIGNMENT AND RECORDATION

**5.1 Assignment and Transfer of Development.** The Developer shall not assign its obligations under this Agreement or any rights or interests herein, and except as provided below shall not convey the Project or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee: (a) shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken pursuant to this Agreement and any then applicable Development Documents; and (b) by instrument in writing, shall have expressly assumed all of the obligations of the Developer under this Agreement and any then applicable additional agreements and agreed to be subject to all of the conditions and restrictions arising under this Agreement or any Development

## Documents.

If only a portion of the Project is assigned and/or conveyed under this section 5.1, a reasonable allocation of the Developer's duties appurtenant to that portion will be made.

Developer agrees that any Developer responsibility for constructing the Master Planned Improvements and other material public improvements in connection with the Project as originally presented and approved, and as agreed to herein, cannot be avoided by assigning portions of the Project to one or more third parties and then claiming that Developer's building of the required public improvements is not justified by the impact of the remainder of the Project.

5.1.1 The provisions of this Section 5.1 shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement.

5.1.2 A change in the majority ownership or control of the Developer shall be deemed a transfer requiring the consent of the City pursuant to the requirements of this Section 5.1. Notwithstanding the foregoing sentence, a transfer of all or a portion of the Project or change in the majority ownership or control of the Developer is permitted without the City's or Agency's consent under the following circumstances: (i) a transfer occurs to an entity that is an affiliate of the Developer, (ii) a transfer or change in ownership occurs as a result of a merger or acquisition of Developer resulting in Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, and/or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any of the Development Documents.

5.1.3 In the event of a City approved transfer of any portion of the Project and upon assumption by the transferee of the Developer's obligations under this Agreement and the Development Documents, the respective transferee shall have the same rights and obligations as the Developer under this Agreement and the Development Documents, and the Developer shall be released from any further obligations with respect to that portion of the Project, provided that any successor shall first execute and deliver such agreements and instruments as the City may require to bind the successor under the terms of this Agreement and any related

and subsequent agreements between the parties; and provided further that the provisions of this Agreement with respect to master planned roads and other public improvements shall continue as an obligation of Developer unless expressly waived in writing by the City.

5.2 **Recordation.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Developer. Each commitment and restriction on development set forth herein shall be a burden on the real property constituting the Project, shall be appurtenant to and for the benefit of the City and shall run with the land.

## ARTICLE VI REIMBURSEMENT

6.1 **Reimbursement for Public Improvements.** This Agreement does not provide for reimbursement for public improvements for any phase of the Project. In addition, the parties may enter into a separate reimbursement agreement for improvements to 7800 South Street and the collector and related upgrades to utilities.

## ARTICLE VII GENERAL MATTERS

7.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.

7.2 **Captions and Construction.** This Agreement shall be construed according to its fair and plain meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

7.3 **Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake

County, Utah.

**7.4 Legal Representation.** Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so. In either event this Agreement has no presumptions associated with the drafter thereof.

**7.5 Non-Liability of City Officials.** No officer, representative, agent or employee of a party hereto shall be personally liable to any other party hereto or any successor in interest or assignee of such party in the event of any default or breach by the defaulting party, or for any amount which may become due the non-defaulting party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

**7.6 No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

**7.7 Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph must have notified the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.

**7.8 Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

The City: West Jordan City  
8000 South Redwood Road  
West Jordan, Utah 84088  
Attention: City Clerk

Master Developer: Peterson Development Co., LLC  
Attn: Barrett Peterson  
225 South 200 East  
Salt Lake City, UT 84111

Developer: Peterson Development Co., LLC  
Attn: Barrett Peterson  
225 South 200 East  
Salt Lake City, UT 84111

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

**7.9 Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Project, contain and constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the Parties that this Agreement and the additional agreements between the Developer and the City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the development. It is expressly acknowledged by the Parties that additional agreements may be entered into by or among the Parties and all such shall be included as Development Documents.

**7.10 Effective Date.** This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.

**7.11 Termination.** This Agreement shall terminate upon mutual written agreement of the parties hereto, failure of the Conditions Precedent to occur on or before one year after the Effective Date or ten (10) years after the Effective Date, whichever occurs first.

**7.12 Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

**7.13 Effect of Agreement; Release of Claims.** Nothing in this Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal or State laws, City and County ordinances, regulations, or standards. It is the intent of the Parties that this Agreement will serve as a complete release and waiver by Developer of any and all claims Developer has or may claim to have with respect to the City's imposition of any requirement expressly set forth in section 2.1, inclusive of all subsections, of this Agreement. Moreover, the Parties certify that each is unaware of any

existing claim arising out of the Developer obligations or City obligations set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Development Agreement.



WEST JORDAN CITY, a municipality and political subdivision of the State of Utah

By: [Signature]  
Kim V. Rolfe, Mayor

ATTEST:

[Signature]  
Melanie Briggs, City Clerk

**ACKNOWLEDGMENT**

STATE OF UTAH            )  
  : ss.  
County of Salt Lake        )

On this 14 day of April, 2016, before the undersigned notary public in and for the said state, personally appeared Kim V. Rolfe, known or identified to me to be the Mayor of West Jordan City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]  
Notary Public for Utah  
Residing at: Salt Lake County  
My Commission Expires: July 31, 2017



Peterson Development Company, LLC a Utah limited liability company,

By *[Signature]*  
Print Name

Its Manager,

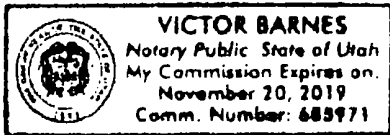
By: Barrett Peterson

**ACKNOWLEDGMENT**

STATE OF UTAH )  
: ss.  
County of Salt Lake )

On this 5<sup>th</sup> day of April, 2016 the undersigned notary public in and for the said state, personally appeared \_\_\_\_\_, known or identified to me to be the manager of Peterson Development Co, LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



*[Signature]*  
Notary Public for Utah  
Residing at: Davis County  
My Commission Expires: 11/20/19

EFFECTIVE DATE: \_\_\_\_\_

# **EXHIBIT A**

**TO THE DEVELOPMENT AGREEMENT ADDENBROOK VILLAGES SUBDIVISION**

**(LEGAL DESCRIPTION)**

Exhibit 'A'

## LEGAL DESCRIPTION

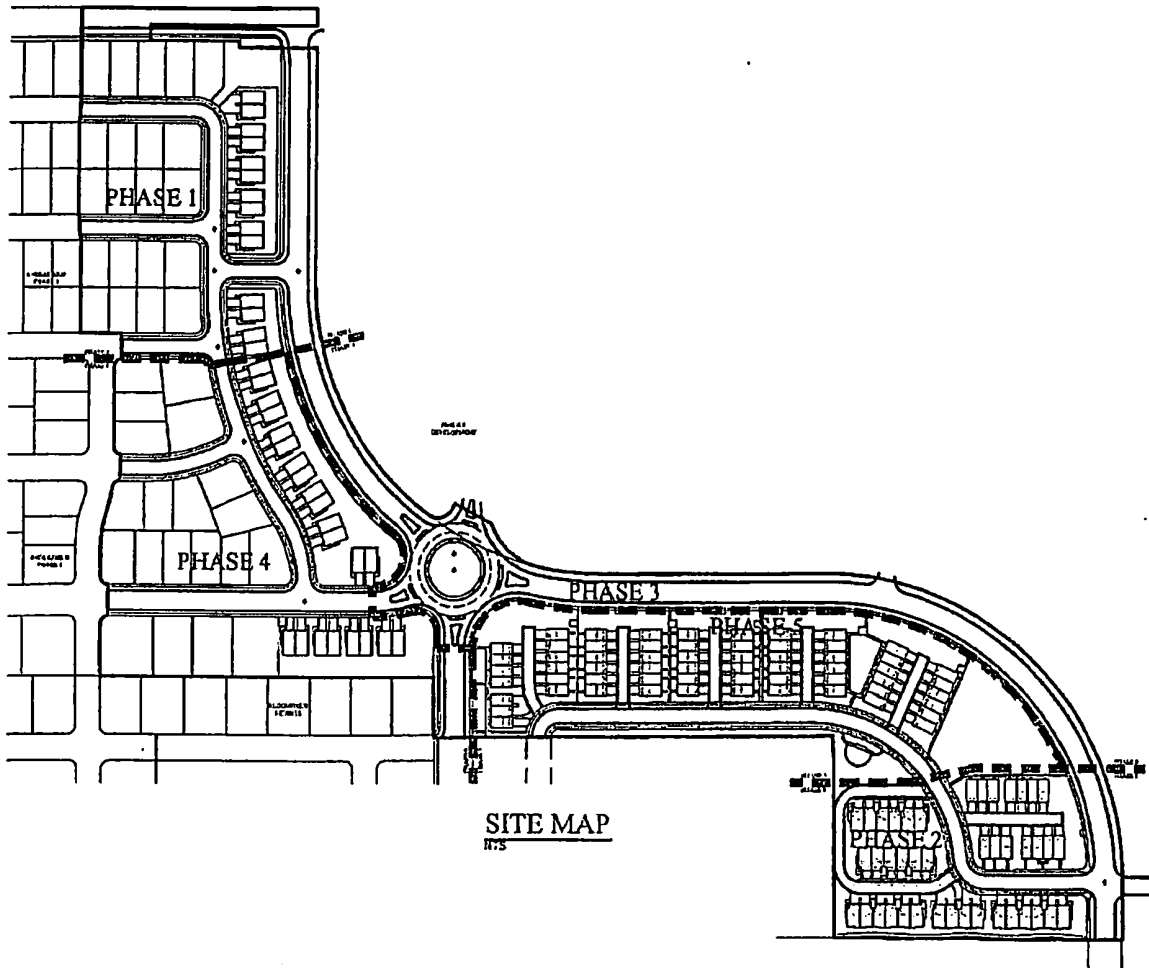
A portion of the NW1/4 of Section 35, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, more particularly described as follows:

Beginning at a point located N89°59'31"E along the Section line 640.32 feet from the Northwest Corner of Section 35, T2S, R2W, S.L.B.& M.; thence N89°59'31"E along the Section line 466.82 feet; thence South 33.00 feet to the north line of that Real Property described in Deed Book 8566 Page 559 of the Official Records of Salt Lake County; thence S89°59'31"W along said deed 330.09 feet; thence S0°00'29"E along said deed 30.00 feet; thence N89°59'31"E along said deed 173.25 feet to the northwest corner of that Real Property described in Deed Book 9850 Page 7406 of the Official Records of Salt Lake County; thence S0°00'16"W along said deed 13.11 feet; thence S89°59'44"E along said deed 156.84 feet; thence South 454.58 feet; thence along the arc of a 565.00 foot radius curve to the left 522.79 feet through a central angle of 53°00'57" (chord: S26°30'28"E 504.34 feet) to a point of compound curvature; thence along the arc of a 35.00 foot radius curve to the left 59.89 feet through a central angle of 98°02'53" (chord: N77°57'37"E 52.85 feet); thence N28°56'10"E 10.39 feet; thence S61°03'50"E 79.99 feet; thence Southeasterly along the arc of a 125.00 foot radius non-tangent curve (radius bears: N71°13'00"E) 128.21 feet through a central angle of 58°46'06" (chord: S48°10'03"E 122.67 feet) to a point of compound curvature; thence along the arc of a 565.00 foot radius curve to the left 124.85 feet through a central angle of 12°39'39" (chord: S83°52'56"E 124.60 feet); thence N89°47'15"E 453.83 feet; thence along the arc of a 585.00 foot radius curve to the right 917.21 feet through a central angle of 89°49'58" (chord: S45°17'46"E 820.11 feet); thence S0°22'47"E 119.92 feet; thence N89°49'38"W (record: N89°50'29"W) 570.32 feet along the extension of, and along the northerly line of the FOX HOLLOW ELEMENTARY Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N0°28'50"W 389.33 feet; thence S89°31'10"W 796.04 feet to the east line of BLOOMFIELD HEIGHTS Subdivision Phase 3, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N0°28'08"W (record: N0°29'34"W) 115.54 feet to the northeast corner of said Subdivision; thence N89°54'32"W (record: N89°55'58"W) along said Subdivision, and also along Phase 2 of said Subdivision 661.00 feet; thence North 99.99 feet; thence along the arc of a 15.00 foot radius curve to the right 23.56 feet through a central angle of 90°00'00" (chord: N45°00'00"E 21.21 feet); thence North 60.00 feet; thence Northwesterly along the arc of a 15.00 foot radius non-tangent curve (radius bears: North) 23.56 feet through a central angle of 90°00'00" (chord: N45°00'00"W 21.21 feet); thence North 54.74 feet; thence along the arc of a 225.00 foot radius curve to the right 71.09 feet through a central angle of 18°06'10" (chord: N9°03'05"E 70.79 feet) to a point of reverse curvature; thence along the arc of a 275.00 foot radius curve to the left 48.74 feet through a central angle of 10°09'14" (chord: N13°01'33"E 48.67 feet) to a point of reverse curvature; thence along the arc of a 15.00 foot radius curve to the right 21.48 feet through a central angle of 82°03'05" (chord: N48°58'28"E 19.69 feet); thence N3°11'22"E 50.08 feet; thence Northwesterly along the arc of a 15.00 foot radius non-tangent curve (radius bears: North) 23.56 feet through a central angle of 90°00'00" (chord: N45°00'00"W 21.21 feet); thence North 155.38 feet; thence along the arc of a 15.00 foot radius curve to the right 23.56 feet through a central angle of 90°00'00" (chord: N45°00'00"E 21.21 feet); thence North 50.00 feet; thence West 81.90 feet; thence North 180.00 feet; thence N4°31'55"W 50.16 feet; thence North 180.00 feet; thence N2°14'54"E 50.04 feet; thence North 173.68 feet to the point of beginning.

Contains: 28.70+/- acres

# ADDENBROOK

PRELIMINARY SUBDIVISION



SITE MAP  
11.75

# **EXHIBIT B**

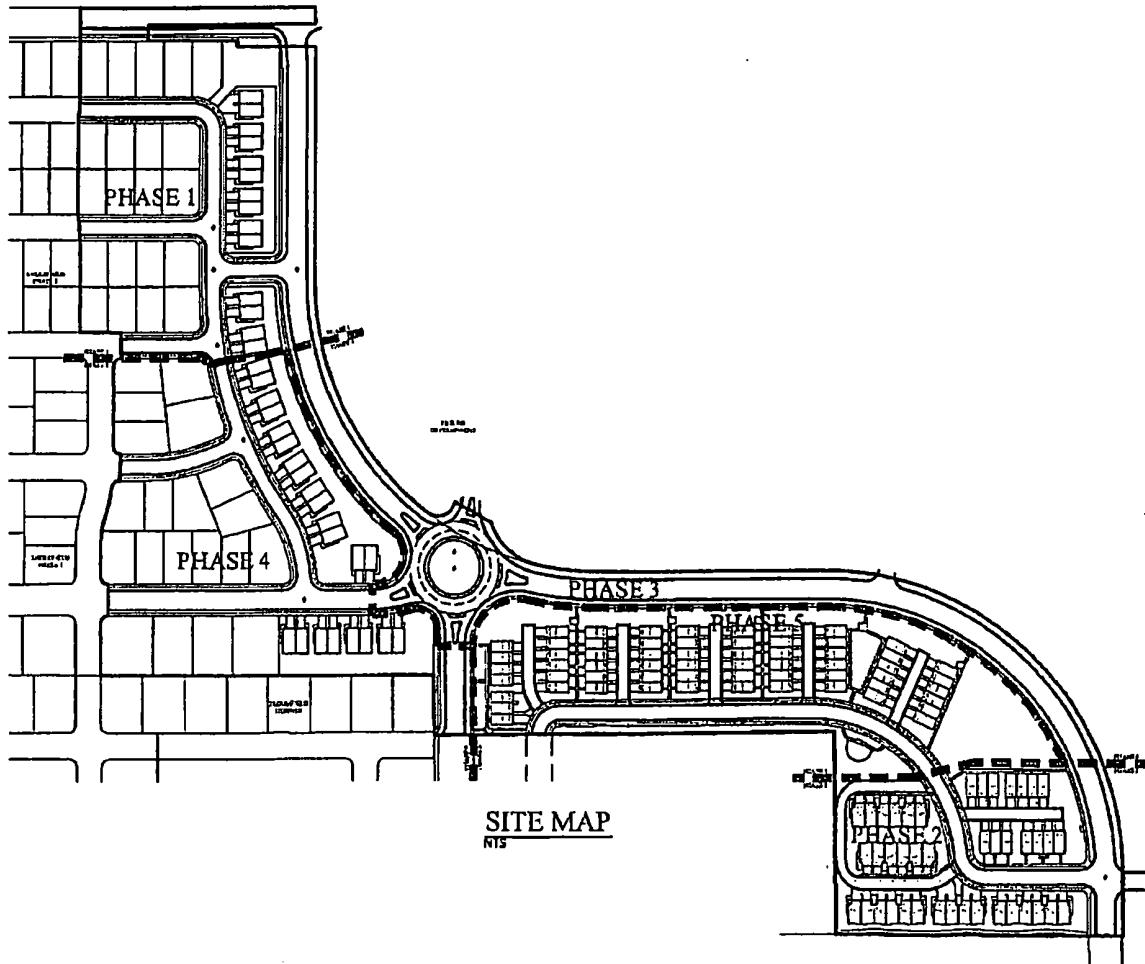
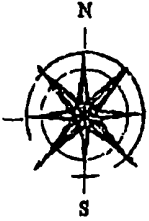
**TO THE DEVELOPMENT AGREEMENT ADDENBROOK VILLAGES SUBDIVISION**

**(PHASING)**

Exhibit 'B'

# ADDENBROOK

PRELIMINARY SUBDIVISION



# **EXHIBIT C**

**TO THE DEVELOPMENT AGREEMENT ADDENBROOK VILLAGES SUBDIVISION  
(IMPROVEMENTS)**

Exhibit 'C'

Addenbrook Phase 1 - Master Planned Improvements

<b>Culinary Water</b>				<b>\$57,250.00</b>
10" C900	1130 lf	\$45.00	\$50,850.00	
12" C900	0 lf	\$48.00	\$0.00	
Fire Hydrants	2 ea	\$3,200.00	\$6,400.00	
<b>Street Improvements</b>				<b>\$204,772.50</b>
Asphalt	36675 sq ft	\$4.50	\$165,037.50	
Round About	0 ea	\$0.00	\$0.00	
5' Sidewalk	555 lf	\$16.00	\$8,880.00	
6' Sidewalk	390 lf	\$17.00	\$6,630.00	
Curb & Gutter	1615 lf	\$15.00	\$24,225.00	
<b>Miscellaneous Street Improvements</b>				<b>\$73,688.50</b>
Street Lights - 35'	5 ea	\$3,900.00	\$19,500.00	
Striping	1615 lf	\$0.90	\$1,453.50	
Parkstrip Landscape	8550 sq ft	\$1.20	\$10,260.00	
Sprinklers	8550 sq ft	\$0.50	\$4,275.00	
6' Masonry Fencing	955 lf	\$40.00	\$38,200.00	
<b>Total</b>				<b>\$335,711.00</b>



**Exhibit F**

*(to Project Participation Agreement)*

*Addenbrook at the Highlands Final Development Plan,  
dated March 2015*

# Addenbrook

## *at the Highlands*

A green community in West Jordan  
by Garbett Homes



## *Final Development Plan*

Preliminary Plat

Site Plan

March, 2015

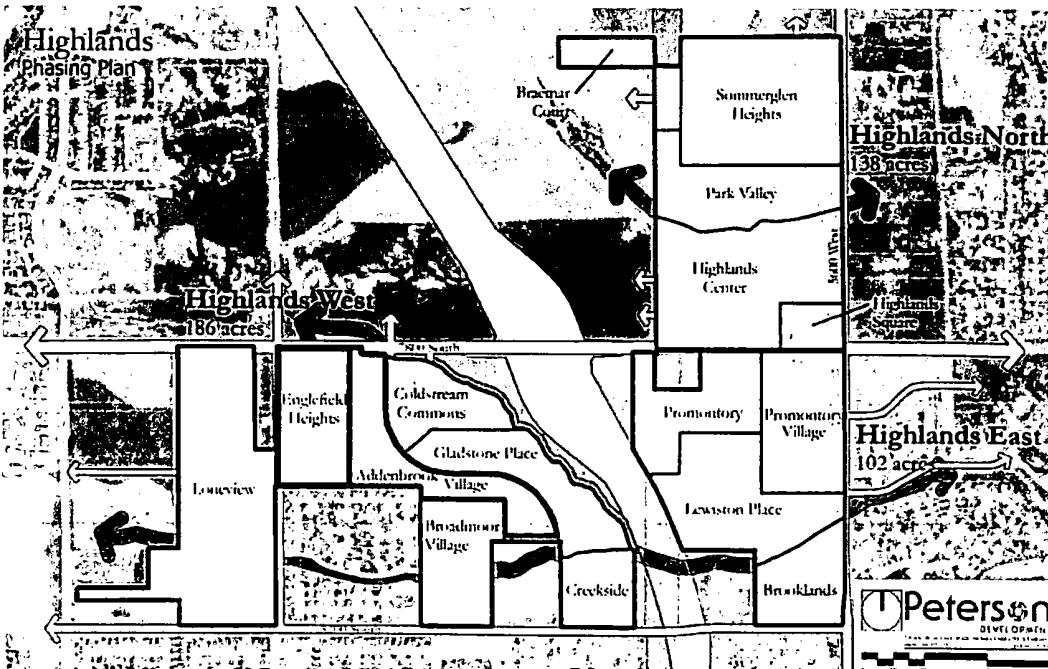
# Contents

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# A Green Community in West Jordan by Garbett homes

Introducing another Garbett Homes eco-village in West Jordan – Addenbrook Village features 180 single-family homes, twin-homes and townhomes in a beautiful neighborhood setting. Each home will boast extremely low power bills and the entire community will be Energy Star 3.0 certified. As part of the Highlands Master Planned Community, residents will have access to common area amenities including an existing trail system, great schools, churches and civic centers.

Addenbrook is a village within the Highlands Master Planned Community developed by Peterson Development located along 7800 South and 6400 West. Addenbrook is part of the Highlands West Community within the Highlands Master Planned Community. The Addenbrook property is currently agriculture or vacant undeveloped property with no large vegetation and is covered by short grasses and natural brush. Addenbrook has dramatic views of the valley and the mountains.



The Highlands Development Plan serves as the approved master plan for the development of the overall Highlands Master Planned Community. The Highlands Development Plan is based upon the West Side Planning Area Zone, Section 89-3-1101 in the West Jordan City municipal code adopted by ordinance #06-05, 12-12-2006. The Highlands West Community is one of three communities that make up the Highlands Master Planned Community.

West of Addenbrook Village is the proposed community of Loneview, to the south is Addenbrook Phase 1; east of Addenbrook will be the future village Gladstone Place; 7800 South Street constitutes the north boundary of Addenbrook Village.

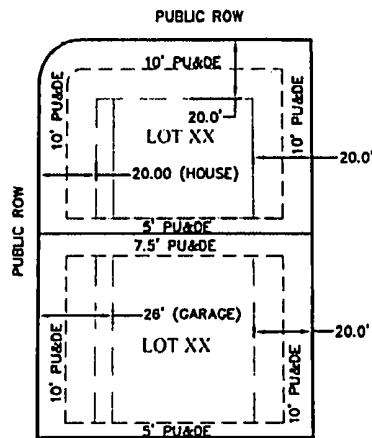
# Land Usage

## Land Use and Density Designations:

- Medium Density, Multi-Family Residential (MFR)
- Minimum Density 4.51 dwelling units/acre
- Maximum Density 9.0 dwelling units/acre.

## Zoning Regulations:

- Building Height: 30 Feet
- Front Set Back on Single-Family Lots: 20 Feet
- Front Setback to Garage on Single-Family Lots: 26 Feet
- Side Setbacks: 5 Feet and 7.5 Feet
- Side Corner Setback on Single-Family Lots: 20 Feet, 35 Feet when abutting an arterial or major collector street
- Rear Setback on Single-Family Lots: 20 Feet, 35 Feet when abutting an arterial or major collector street
- Minimum Frontage at Building Setback Single-Family Lot: 56 Feet



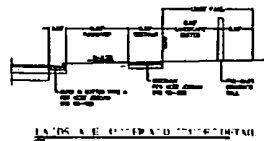
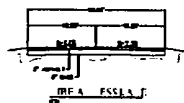
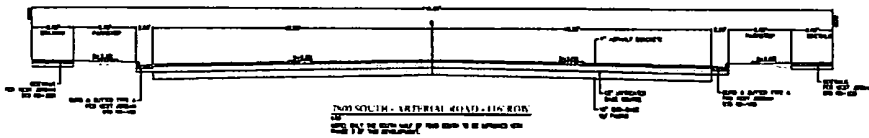
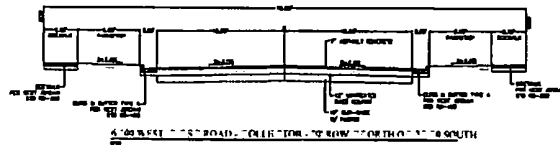
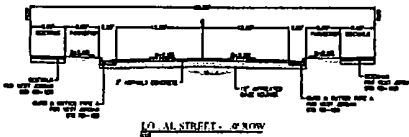
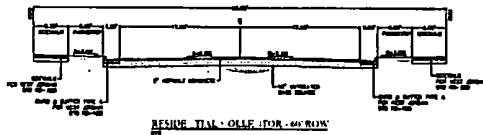
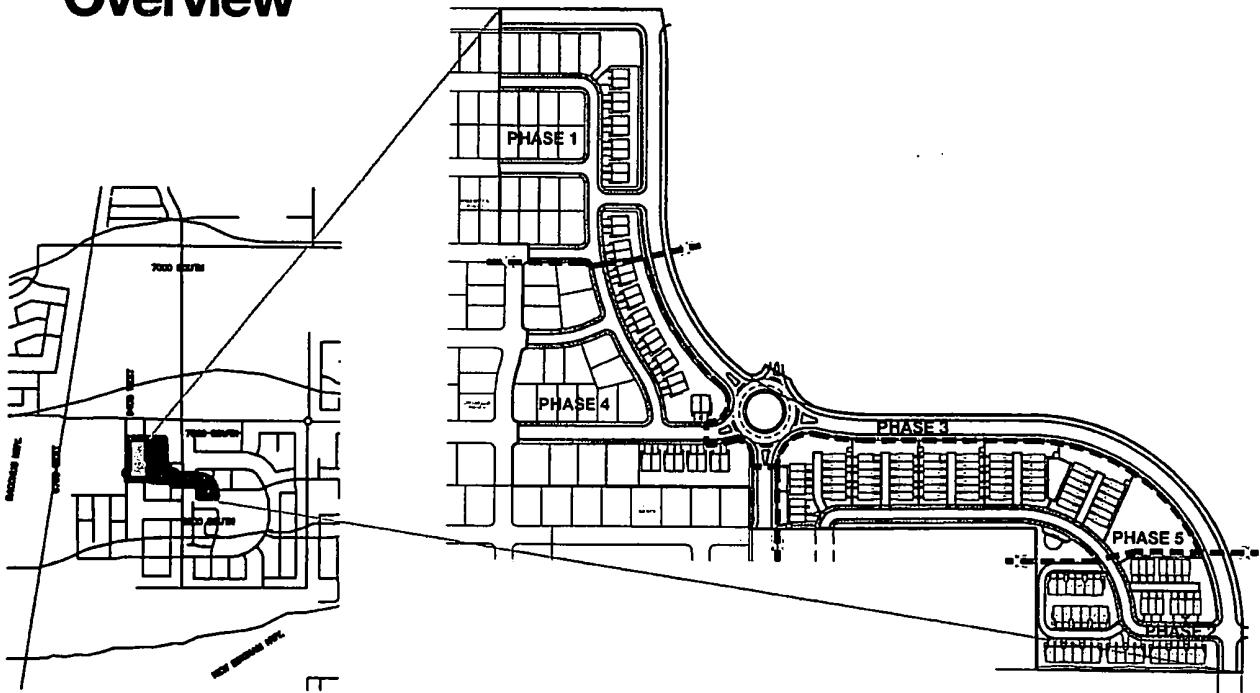
## Village Facts:

- Total Area: 28.01 Acres
- Net Developable Area: 28.01 Acres
- Number of Units: 180
- Density: 6.43 Units/Net Developable Acres
- Phases : 4
- Open Space: 8.0 Acres
- Percent Open Space: 28.6%

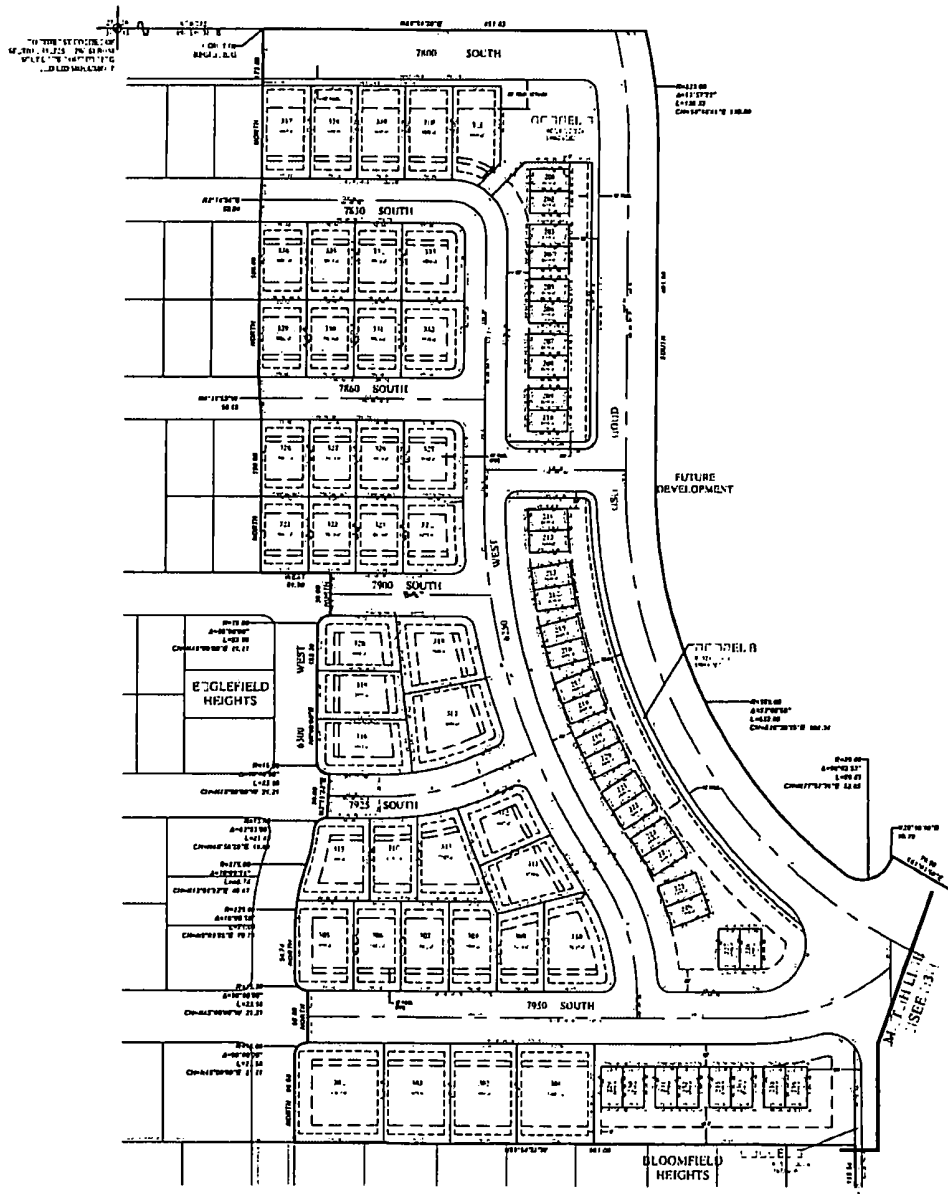
## Desnsity Buy-Up Summary

- Installation of enhanced landscaping.
  - Active:
    - 2 playgrounds with equipment or tot lot - 2%
    - Volley Ball / Play Field - 1%
    - 3 Benches - 1%
  - Passive:
    - Common Green - 1%
    - Landscape Buffer - 2%
    - Greenbelt - 2%
- 3 Entryway monuments with ornamental features and lighting.
- Provision of 8 Foot wide landscape buffer for a total length of 300 Linear Feet along 7800 South Street.
- Installation of covered porches throughout 50% of subdivision.
- Installation of enhanced door, window, eave and roofing treatments.
- Equal dispersion and use of high quality building materials.
- Installation of approximately 200 Feet diameter roundabout on "S" Street with upgraded landscaping in center median.
- Use of energy-efficient building practices.

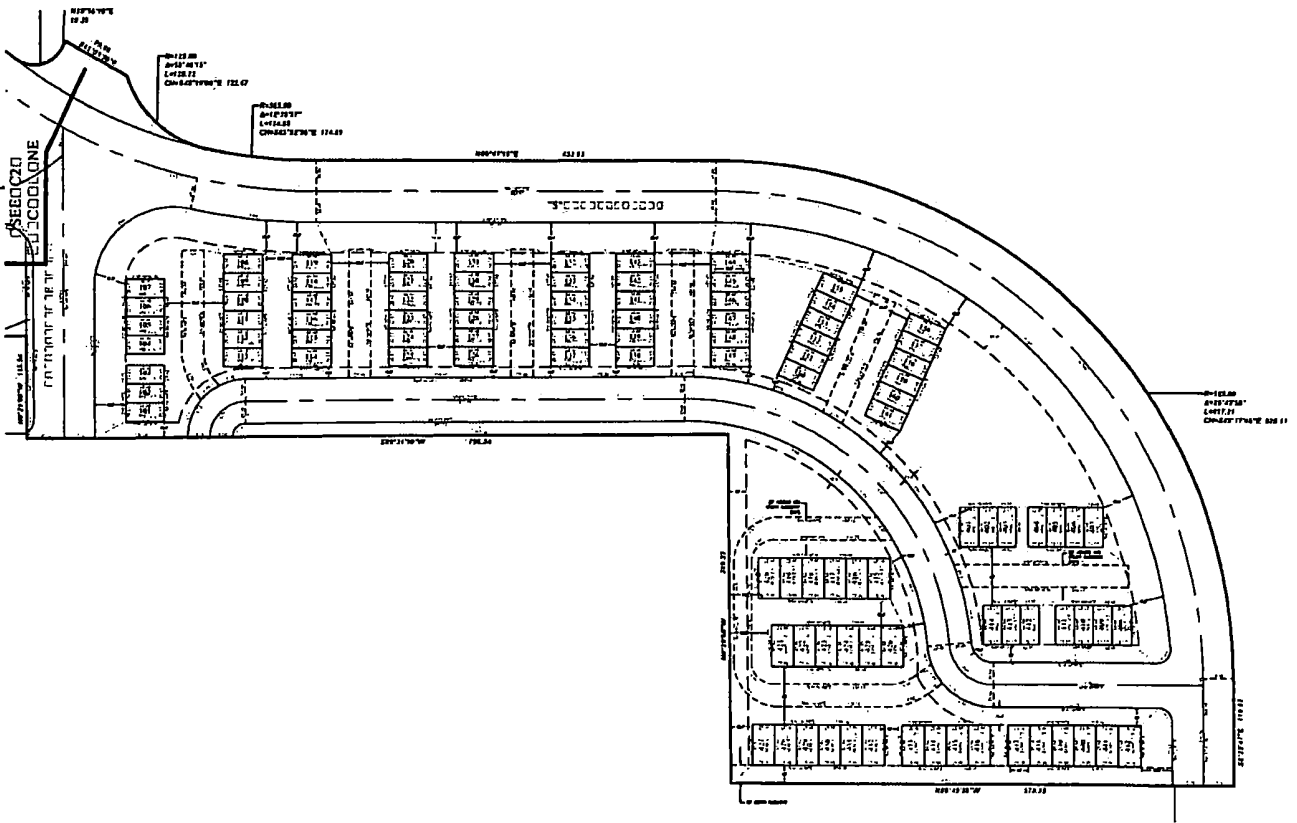
# Overview



# Lot Layout - West

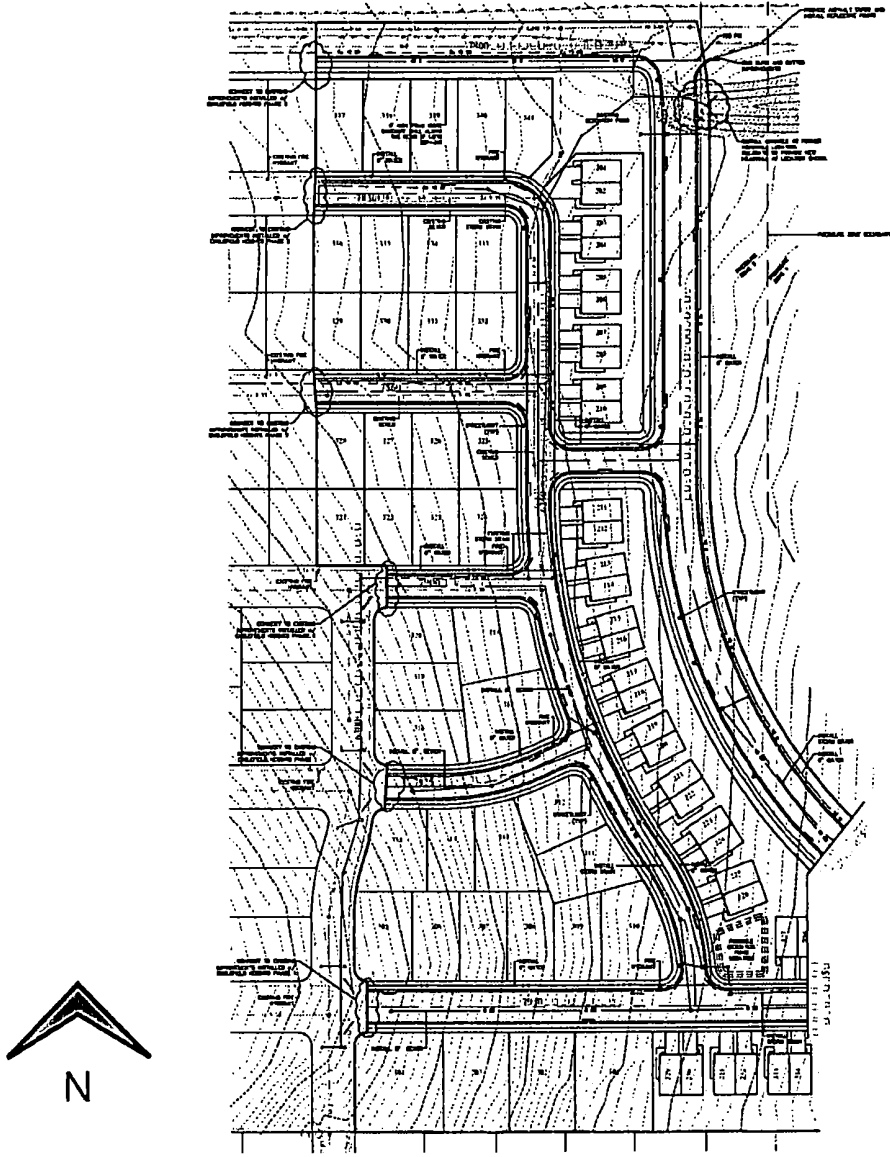


# Lot Layout - East

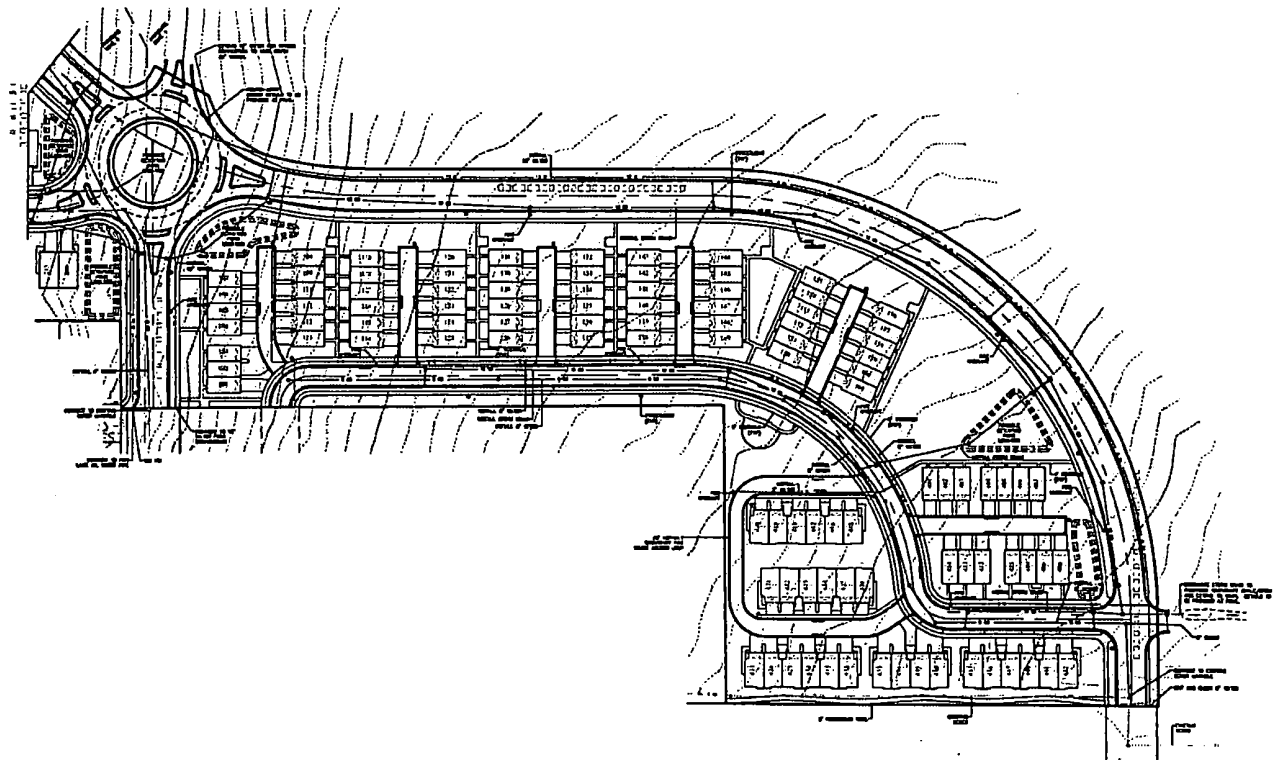




# Utility Plan - West



# Utility Plan - East



# Special Amenities and Features of Density Buy-up Program

There are a number of improvements and amenities that are being proposed for Addenbrook. The acreage of Addenbrook is 28.01 acres. The base density is 4.51 dwelling units per acre which equates to 126.3 dwelling units. Addenbrook is proposing 180 dwelling units which requires a density buy-up of 42.5%; however, the Addenbrook community is providing enhanced amenities equal to a density buy-up of 68%. Addenbrook will be developed in five phases. Phase one will include 35 lots (single-family homes and twin-homes); Phase two will include 42 lots (townhomes); Phase three will consist of a section of the "S" street; Phase four will include 42 lots (single-family homes & twin-homes); and Phase five will include 61 lots (townhomes). Phases one and four in Addenbrook have a mix of lot sizes that range from approximately 12,012 Square Feet to approximately 5,024 Square Feet for single-family detached homes.

Net Acreage: 28.01 Acres  
Zoning: MFR  
Units at Base Density (4.51): 126.3  
Units at Maximum Density (9.0): 252.09  
Density Buy-up: 42.5%  
Density Buy-up earned 68%  
Density Allowed with Buy-up: 7.58  
Units Allowed with Buy-up: 212.23v  
Proposed Units: 180  
Proposed Density: 6.43



# Proposed Density Buy-up Table

<b>Trails &amp; Open Space</b>		Weighted Value
Amenity / Improvement		
Installation of enhanced open space/recreational amenities and/or landscaping/irrigation in excess of that required per city standards: Enhanced Landscaping Plan. - Active: - 2 playgrounds with equipment or tot lot - 2%, Volley Ball / Play Field - 1%, 3 Benches - 1% - Passive: - Common Green -1%, Landscape Buffer - 2%, Greenbelt - 2%		9%
Enhanced landscaping in the center median of the roundabout at the "S" street		2%
<b>Street Design</b>		Weighted Value
Amenity / Improvement		
Entryway monuments or gateway feature to development - 3 ornamental features		6%
Provision of a landscape buffer or major rights of way - Install an 8' landscape buffer along arterial and collector streets; 1% point shall be granted for every 100' of lineal frontage - total lineal frontage of 300 lineal feet.		3%
<b>Building Design</b>		Weighted Value
Amenity / Improvement		
Installation of covered porches throughout 50% of subdivision		14%
Enhanced door, window, eave and roofing treatment		12%
Equal dispersion and use of high quality building materials		12%
<b>Discretionary Buy-up</b>		Weighted Value
Amenity / Improvement		
High energy-efficient building practices (low HERS score and solar-power)		10%

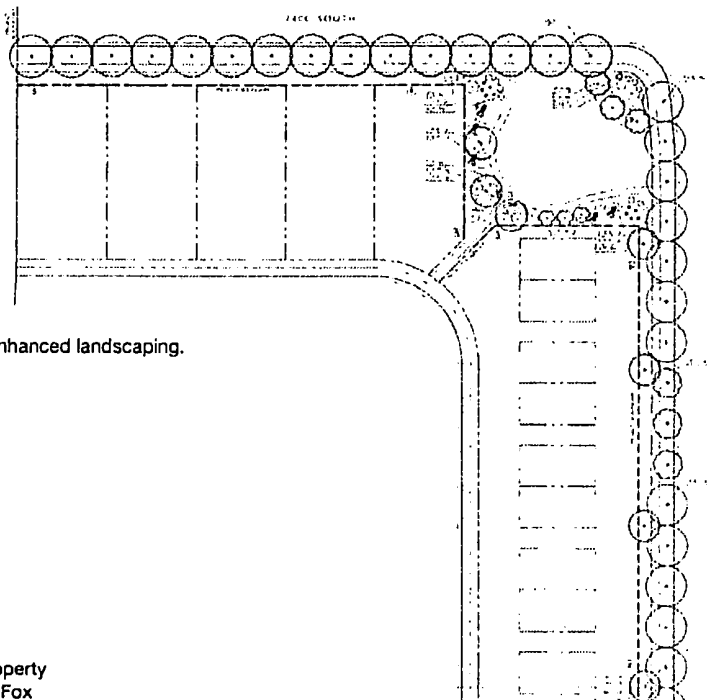
Total Buy-Up for Addenbrook: **68%**

# Improvement & Amenities Installation

## Trails and Open Space

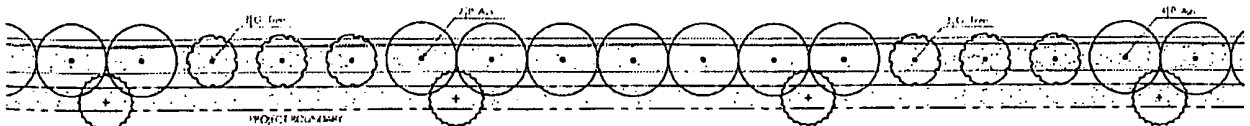
Installation of enhanced open space/recreational amenities in excess of that required by City standards:

- Installation of enhanced landscaping at townhomes and twin-homes.
  - Active:
    - 2 playgrounds with equipment or tot lot
    - Volley Ball / Play Field
    - 3 Benches
  - Passive:
    - Common Green
    - Landscape Buffer
    - Greenbelt
- 3 Entry monuments with ornamental features and lighting.
- Provision of 8 Foot wide landscape buffer for a total length of 300 Linear Feet along major rights of way.
- Provision of pedestrian trail 1,820 Linear Feet on north property line

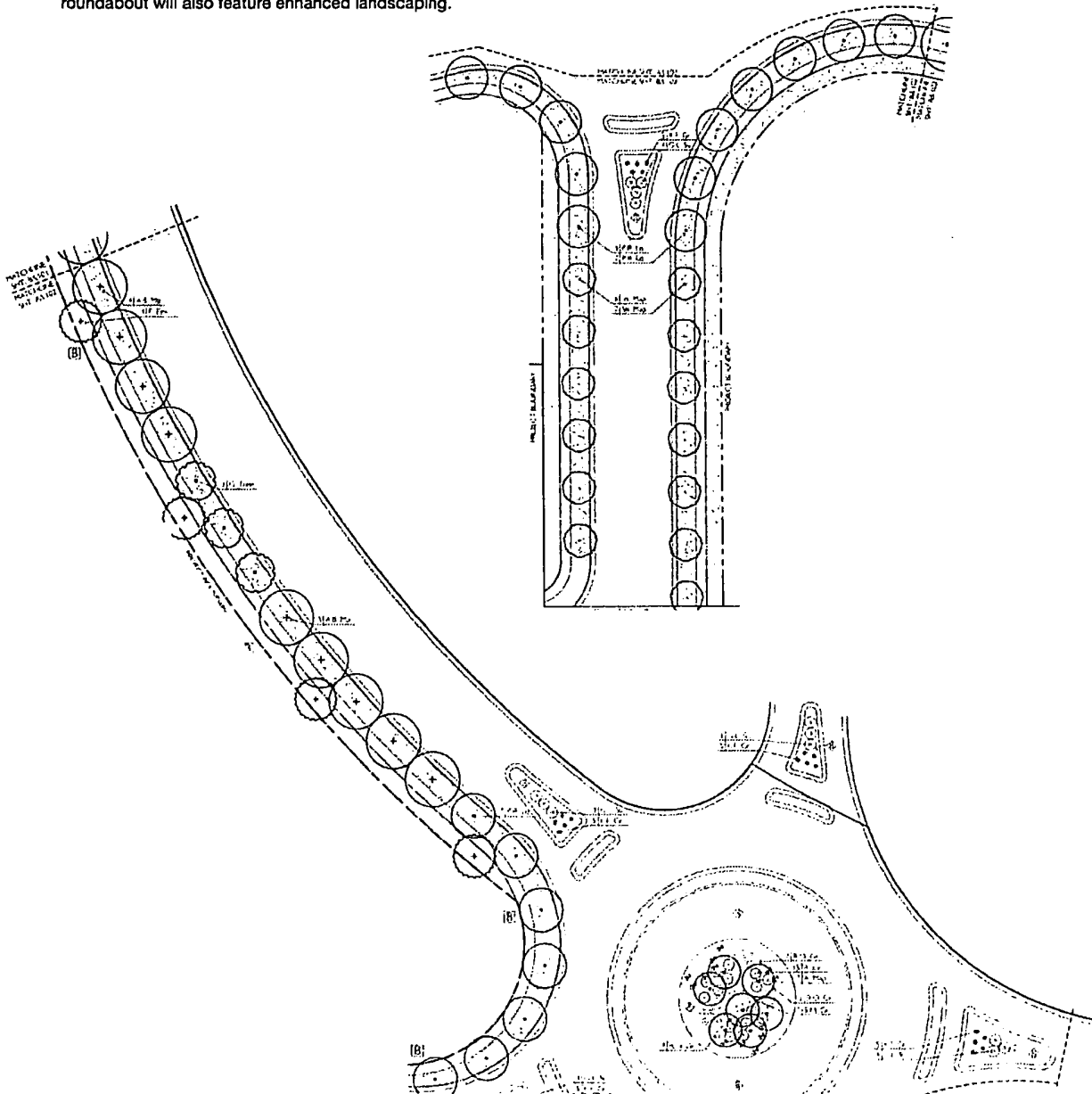


The corner of 7800 South and the "S" street will feature enhanced landscaping.

Installation of a 500 Foot pedestrian trail on the South property line of Addnebrook connecting the City's trail adjacent to Fox Hollow Elementary School.



Addenbrook will also include an approximately 200 Foot diameter roundabout on the "S" street. The center median of the new roundabout will also feature enhanced landscaping.

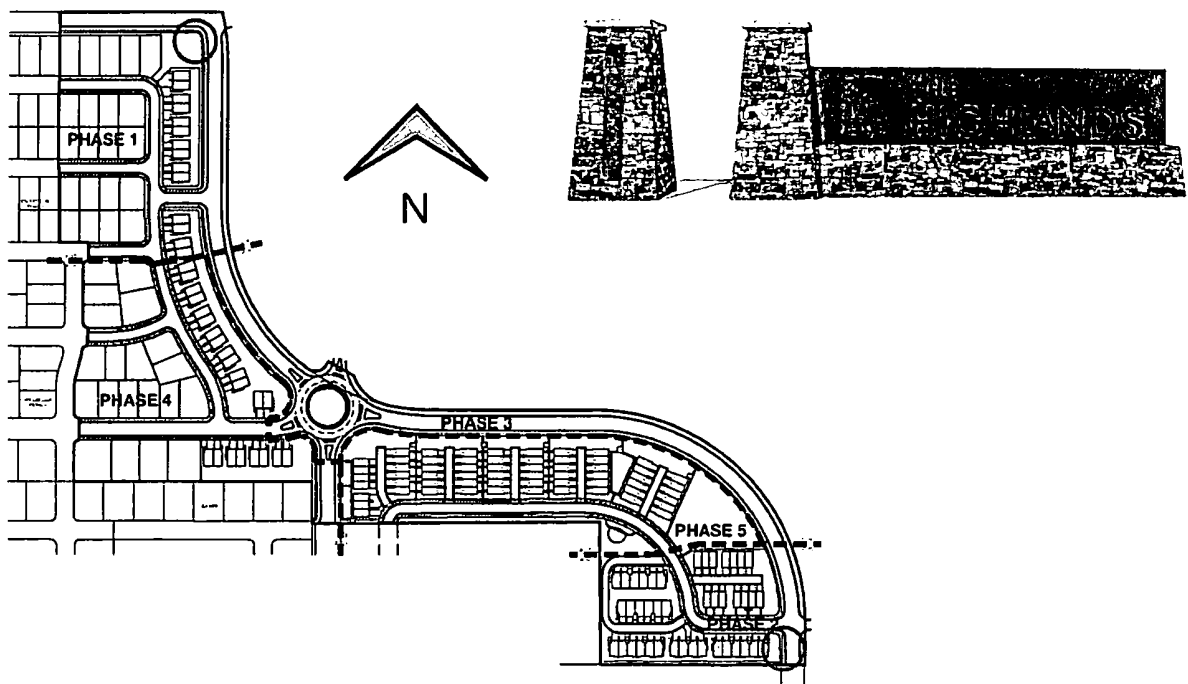


# Street Design

## Entryway Monuments or Gateway Feature to Development

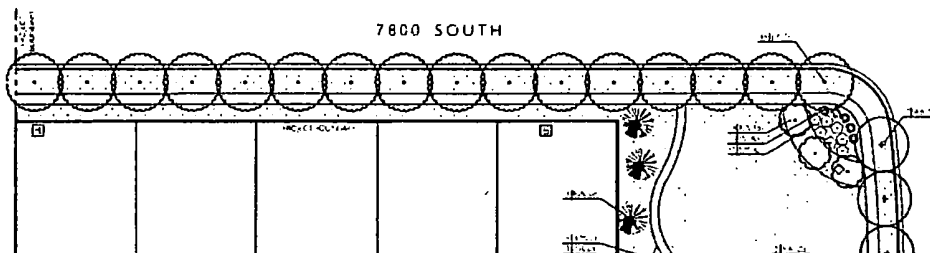
Three ornamental gateway features with lighting will be provided in Addenbrook at these locations:

- On the corner of 7800 South and 6400 West. This monument will identify both the Highlands MPC and Addenbrook Village.
- At the entryway to Central Park. This monument will clearly define Addenbrook Village.
- In the Roundabout on 6400 West. This monument will identify Highlands MPC.



## Provision of a landscape buffer on major rights of ways

Installation of an 8 Foot landscape buffer along arterial and collector streets for a total lineal frontage of 300 lineal feet. This additional landscape area along the 7800 South right of way in Addenbrook will upgrade and enhance the visual interest of the development. The wall shall be no higher than 7 Feet and no lower than 6 Feet. Turf grass shall be installed between the back side of the sidewalk and the horizontal relief areas of the perimeter wall.



# Building Design

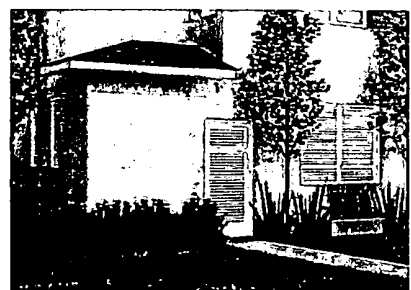
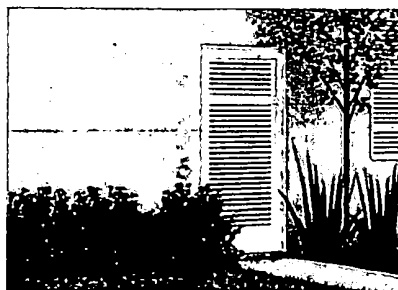
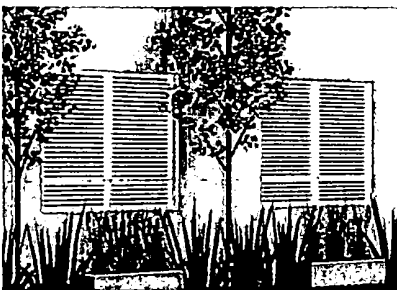
## Installation of covered porches throughout 50% of the subdivision

Covered porches shall have a minimum of 50 square feet.



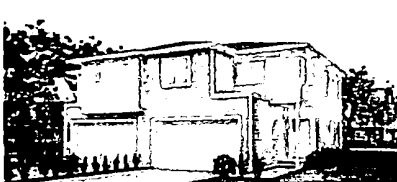
## Enhanced door and window treatments

Enhanced door and window treatments or equivalent window detailing will be included on all homes in Addenbrook. Windows should be installed on all facades of a residential structure and shall be proportionate in size to the wall face in which the window is located. All windows should be framed in wood, brick, stone or stucco trim that is at least four inches (4") in width.



## Equal dispersion and use of high quality building materials

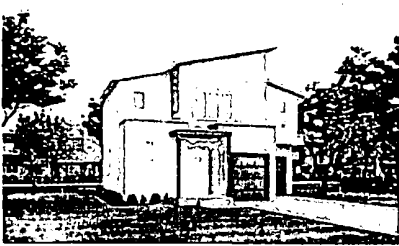
No Vinyl or aluminum siding will be used on any of the homes built in Addenbrook. The exterior materials will include cedar, stucco, brick, stone and fiber cement (Hardy) siding.





# Building & Structure HTC Product

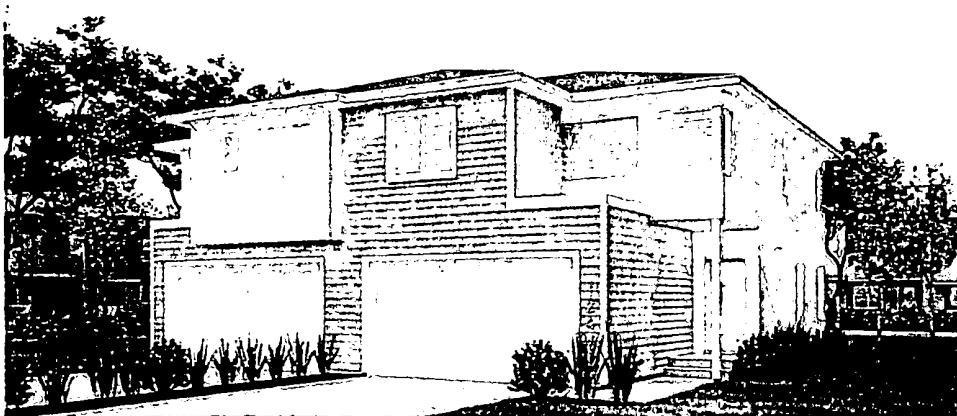
These illustrations are representations of the homes that will be built in Addenbrook Heights at the Highlands. Homes will feature exteriors with building materials including brick, stone, cedar, stucco and painted fiber cement (Hardy®). Many exterior color options will be offered. Homes will feature two and three car attached garages and will be built on two sizes of lots: approximately 8,000 Square Feet and approximately 4,500 Square Feet. Homes will feature three to six bedrooms with 2 to 3.5 bathrooms.



# Building & Structure Terrasol Product



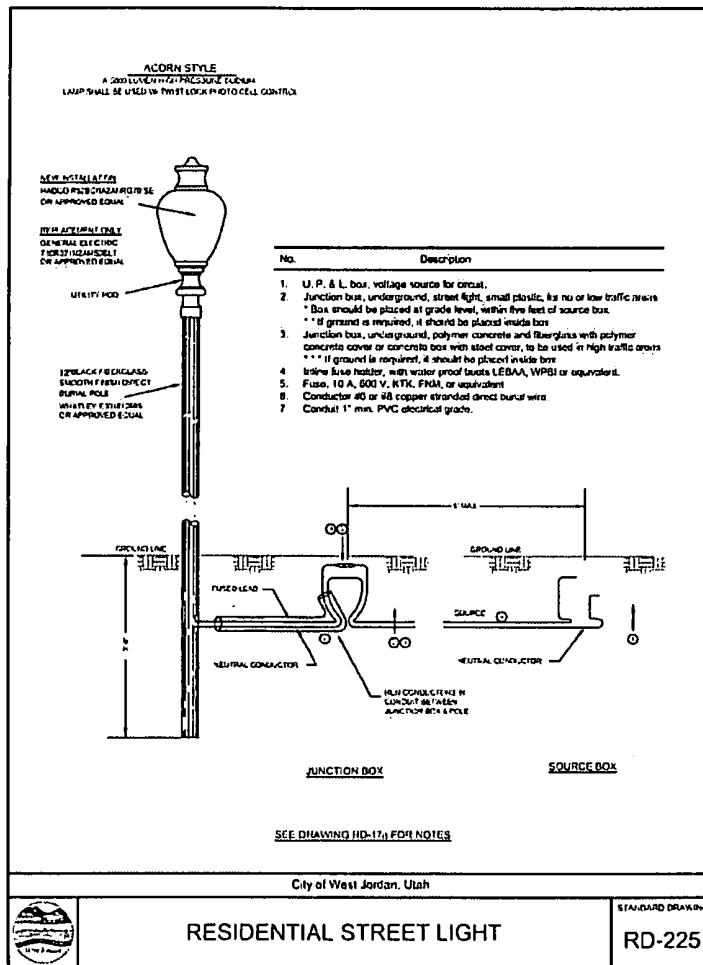
# Building & Structure Townhome & Duet





# Lighting

All light fixtures will conform with West Jordan City Standards as defined in Appendix A, Street Lighting and Signals, Standard Drawing RD-225, Residential Street Light as shown.



Placement of Street Lights is primarily for vehicular and pedestrian safety. Street lights in Addenbrook Village will be placed at all street intersections and corners and will be designated on the Street Light Location plan in the civil drawings. The use of exterior lighting to accent a building's architecture is encouraged. All lighting fixtures will be properly shielded to eliminate light and glare from impacting adjacent properties, and passing vehicles or pedestrians. If neon tubing is used to illuminate portions of a building it must be concealed from view through the use of parapets, cornices or ledges. Small portions of exposed neon tubing may be used to add a special effect to a building's architecture but this must be well thought out and integrated into the overall design of the project.

To achieve the desired lighting level for parking and pedestrian areas, the use of more short, low intensity fixtures is encouraged over the use of a few tall fixtures that illuminate large areas.

# Fencing & Walls

Addenbrook will have concrete walls along 7800 South and along the "S" Street adjacent to the twin-homes. Approximately 1,637 Linear Feet of concrete wall will be installed. The concrete wall will be manufactured and installed by either RhinoRock® or Orwell®. Once the wall is installed it will be maintained by the Special Assessment Area. To maintain the continuity of the walls along the two major streets on the perimeter of Addenbrook, the side lot property lines of the two lots that adjoin the Common Green at the corner of 7800 South and the "S" street will also have concrete walls. The walls on these lots will run from the rear property line up to approximately the front set back line of the home on each lot.

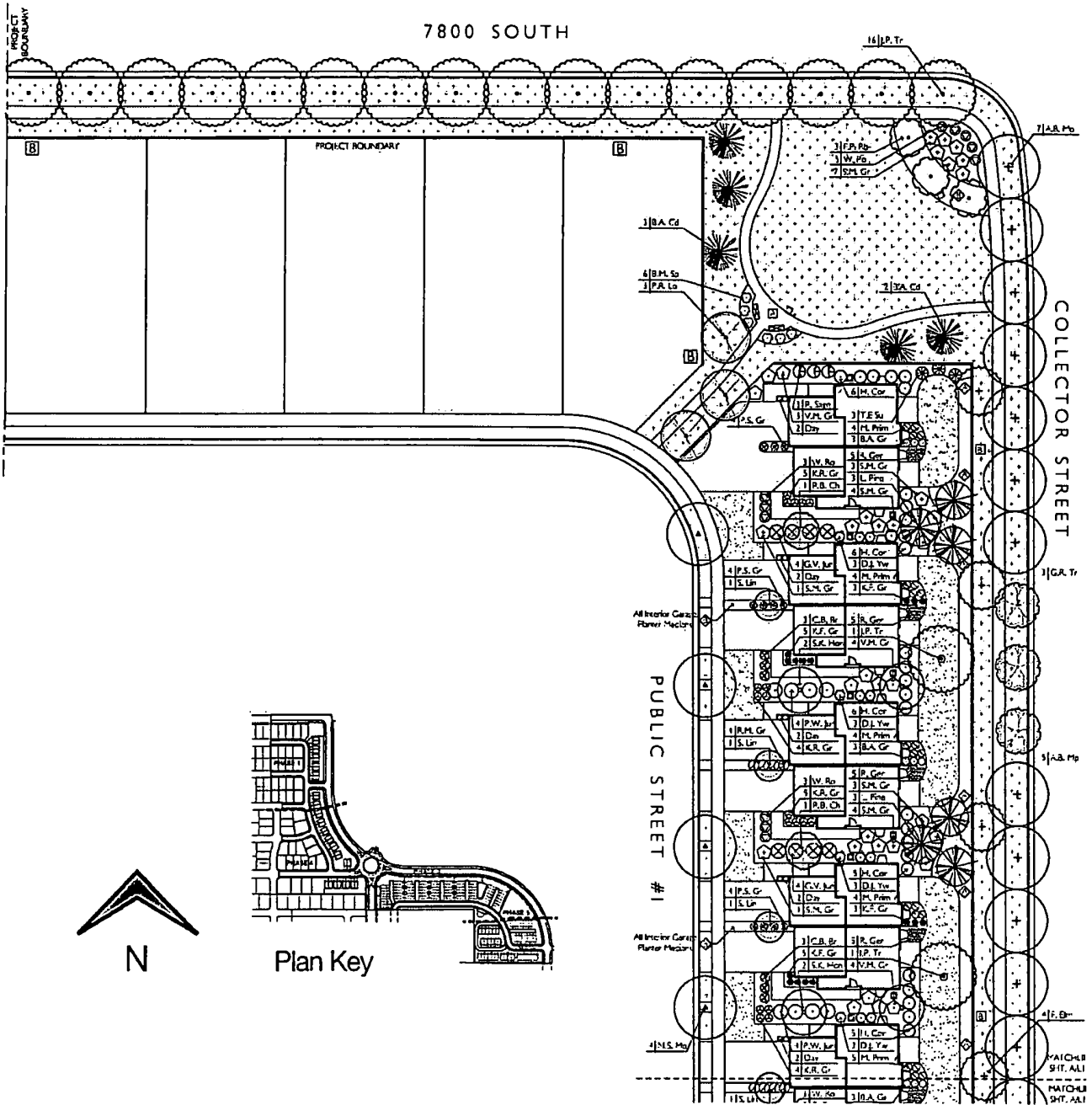
## Fencing will adhere to the Highlands Master Planned Community Standards which include:

- 1 - The overall design of Highlands strongly emphasizes open styles of fencing, especially along roadways and surrounding neighborhoods.
- 2 - Solid fences are not appropriate except in between houses and between different land uses.
- 3 - Open styles are considered to be those that emphasize the use of natural materials such as wood with architectural detailing, iron fencing between solid pilasters, and which utilize natural colors, such as brown, gray or green.
- 4 - Any fence or wall must be designed to be compatible with the architecture of the immediate area, and are subject to Design Review.
- 5 - The design of fences and walls must harmonize with the site and with the buildings in both scale and materials.
- 6 - The placement of walls and fences must respect existing land forms and follow existing contours and fit into existing land masses rather than arbitrarily following site boundary lines.
- 7 - Fencing must not dominate the buildings or the landscape. Plantings may often be integrated with fencing schemes to soften the visual impact. Fencing materials must be compatible with the materials and color of surrounding buildings.
- 8 - If the ground slopes, the fence must be stepped.
- 9 - Permanent chain link, livestock wire, plywood, chain and bollard are prohibited.
- 10 - All fences, walls, gates & pylons require Design Review. Fences that replace, in kind, existing fencing of less than 100 linear feet, do not require a permit. Additionally, fences over six feet in height, electric gates and all retaining walls will require a building permit.



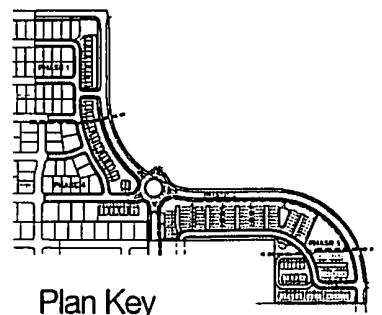
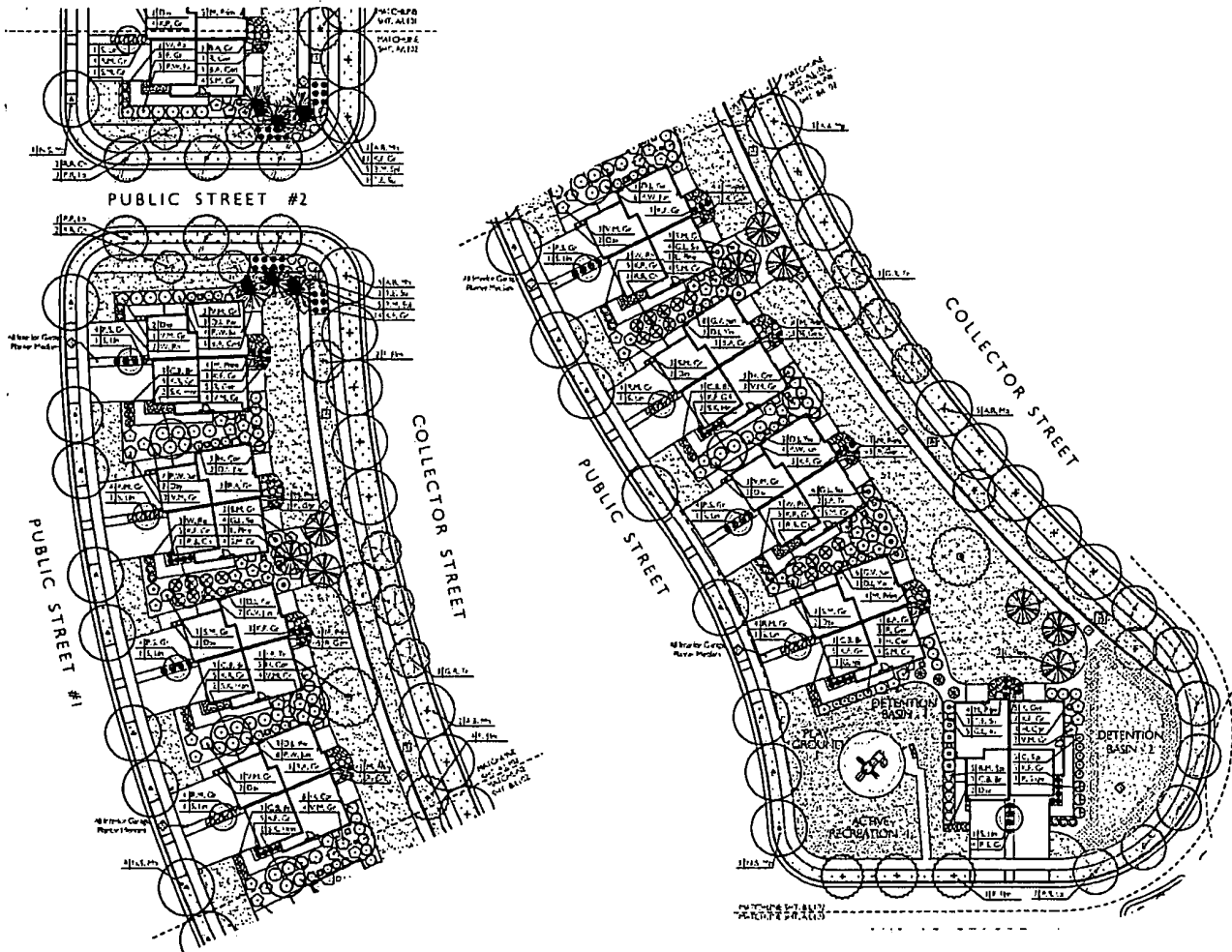


# Landscaping

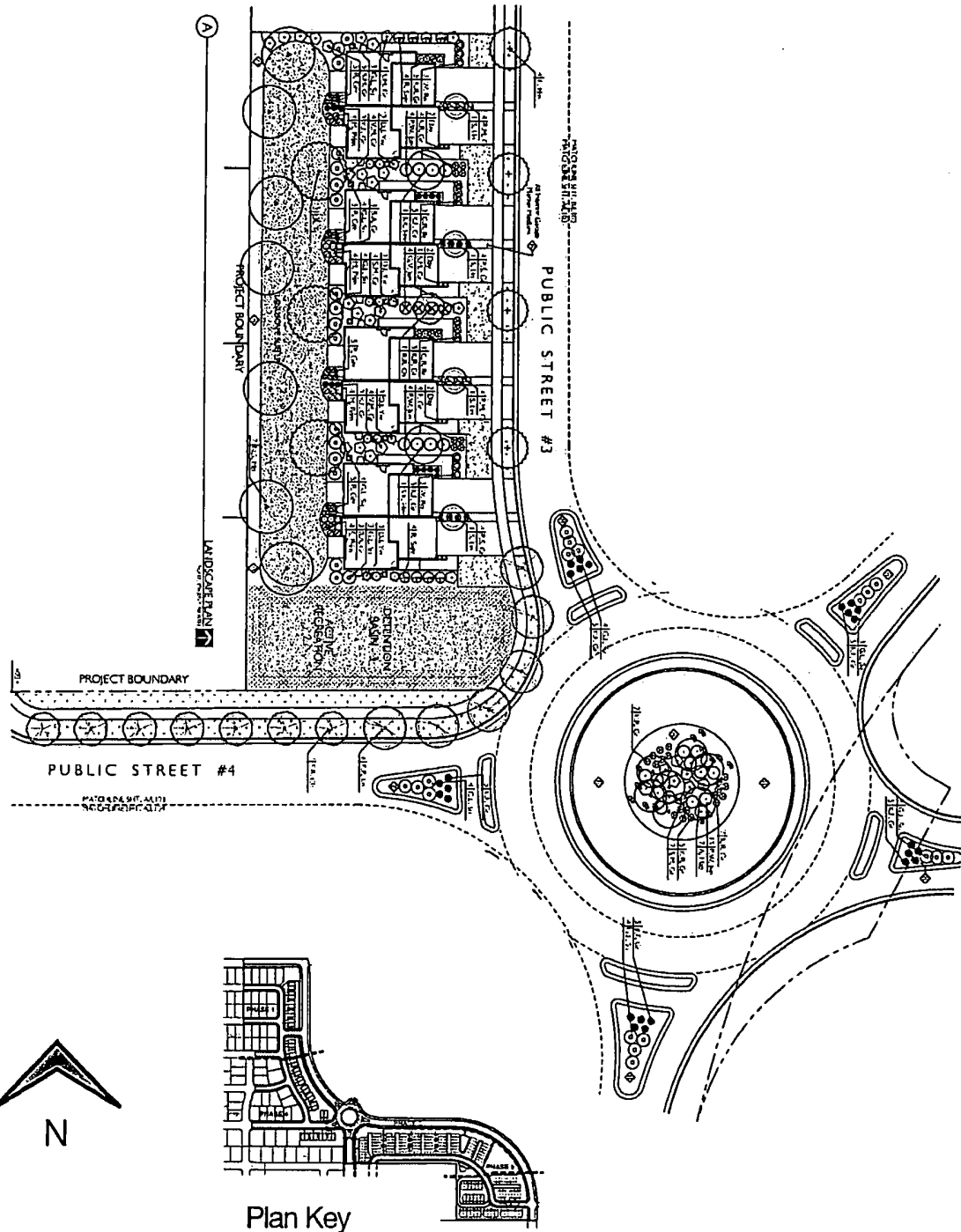




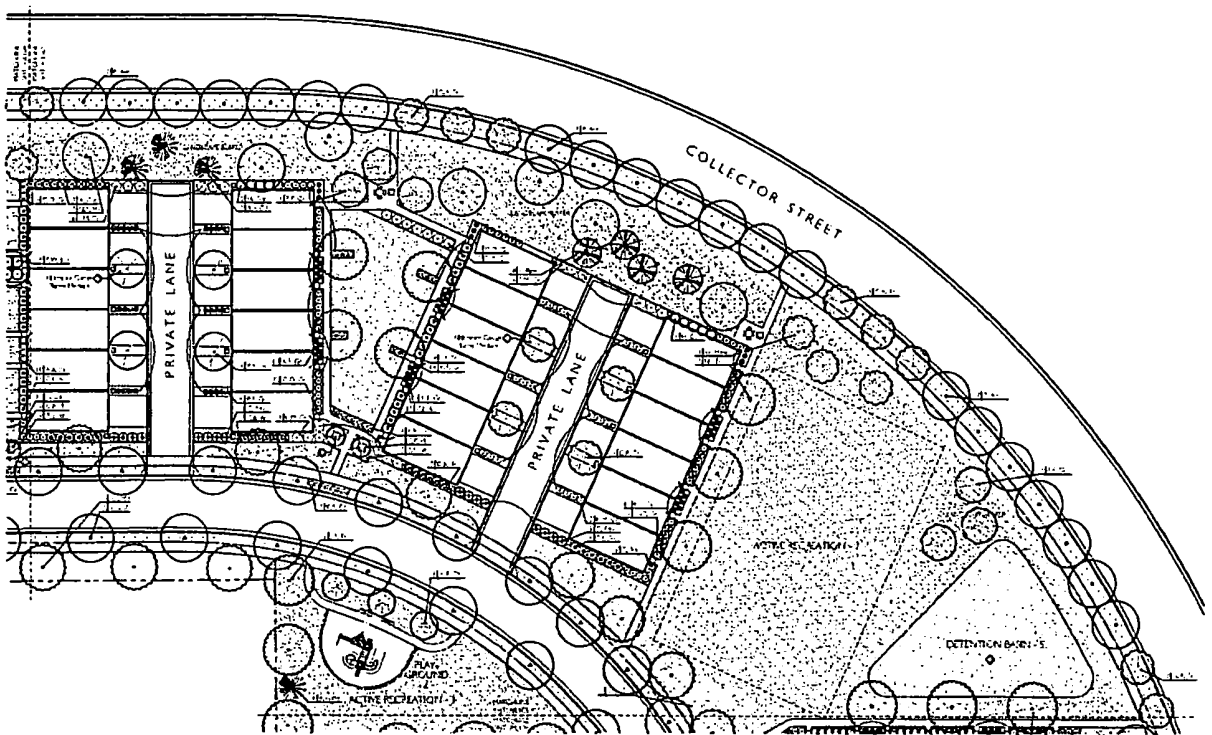
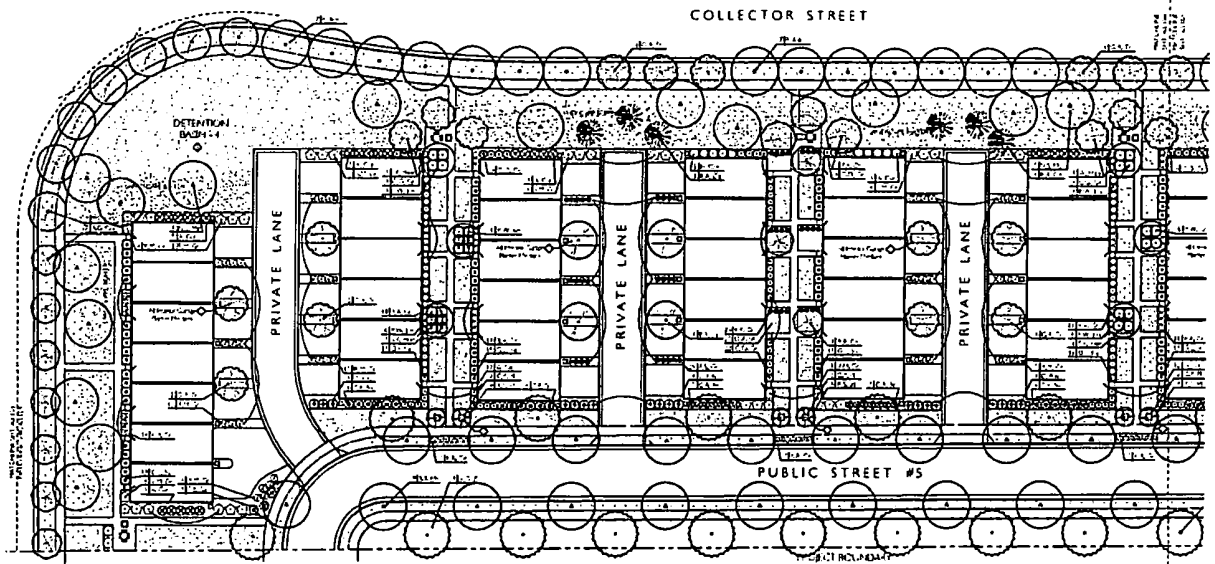
# Landscaping

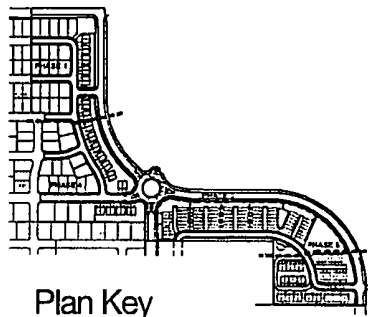
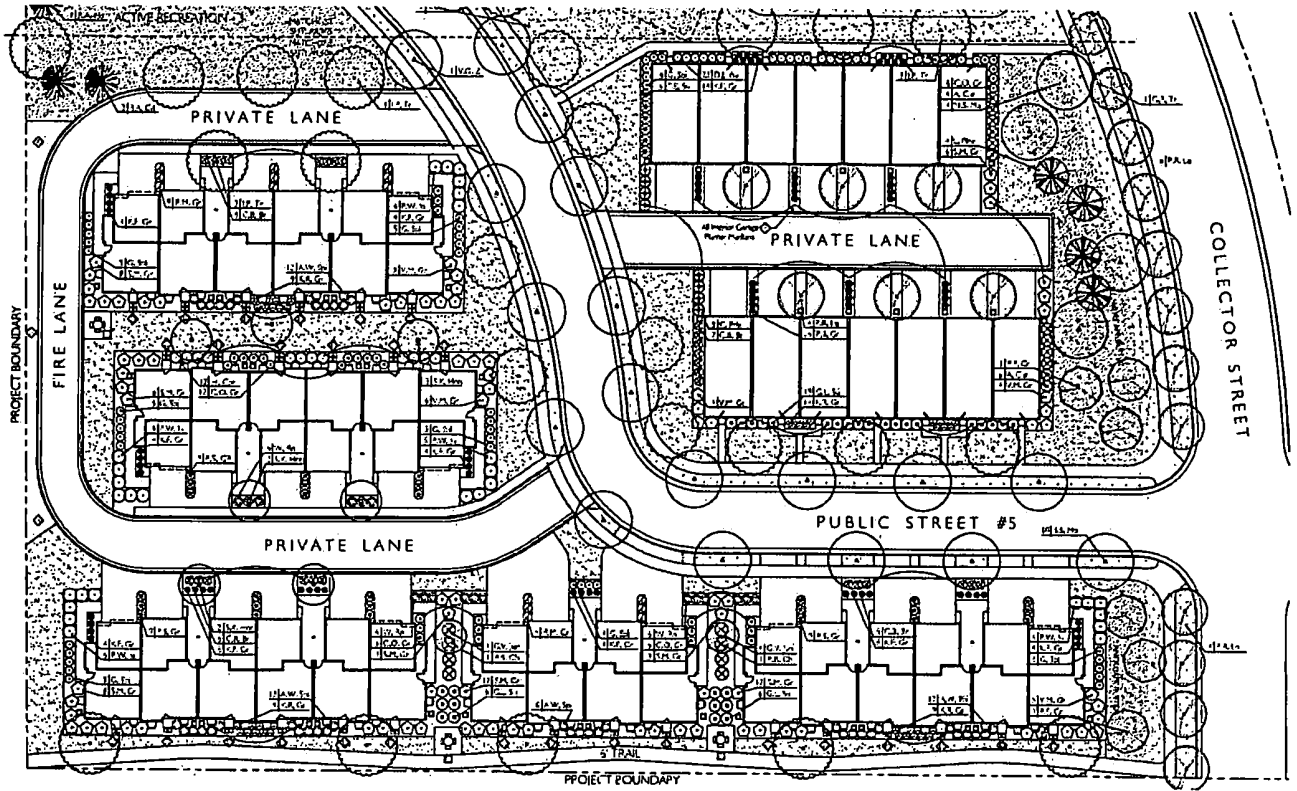


Plan Key



# Landscaping





# Landscape Specifications

## LANDSCAPE SPECIFICATIONS

### LANDSCAPE PART I - GENERAL

#### 1.1 SUMMARY

- A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:

1. Topsoil and Soil Amendments, 2. Fine Grading, 3. Cultivation, 4. Landscaping, 5. Turf Planting, 6. Fertilizer and Irrigation, 7. Maintenance, 8. Mowing, 9. Weeding.

#### 1.2 SITE CONDITIONS

- A. **Examination:** Before submitting a Bid, each Contractor shall carefully examine the Contract Documents, shall visit the site of the Work, shall fully inform themselves as to all existing conditions and limitations and shall include in the Bid the cost of all items required by the Contract Documents. If the Contractor observes that portions of the Contract Documents are at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or unworkable information, the Contractor shall promptly notify the Project Manager and the necessary changes shall be accomplished by Addendum.
- B. **Site Conditions:** Landscape Contractor must examine the site conditions under which the work is to be performed and notify the Project Manager in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- C. **Planting Conditions:** The planting area shall be free of waste or debris developed by other trades. Discrepancy from these conditions shall be reported to the Owner or their representative before beginning construction.
- D. **Protection:** Contractor to conduct the Work in such a manner in respect to all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no cost to the Owner.
- E. **Irrigation System:** Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.
- F. **Coordination:** The Landscape Contractor must coordinate with all other trades working on site to best facilitate progress on the job.

#### 1.3 PLANT DELIVERY, QUALITY, AND AVAILABILITY

- A. All plants procured for this project are to be tagged by the supplier nursery with the identification labels consistent with the specified plant names and project drawing identification if drawing symbol identifications are used.
- B. Deliver trees and shrubs after preparation for planting have been completed and plant immediately. All plant material will be inspected again at time of final inspection and once again at the end of the warranty period. Any plant found to be unacceptable at any of these inspections shall be immediately removed and replaced.
- C. All plant materials are to be inspected by the Project Manager at the time of delivery on site. This inspection does not constitute an acceptance of any plant material. All plant material will be inspected again at time of final inspection and once again at the end of the warranty period. Any plant found to be unacceptable at any of these inspections shall be immediately removed and replaced.
- D. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unavailable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.

#### 1.4 MAINTENANCE

- A. **Plant Materials:** The Contractor is responsible for all maintenance of all planted materials in a healthy and growing condition during the warranty period or until the project is in its final release, has been completed and released to the City. This maintenance is to include watering, cultivating, fertilizing, mowing, weeding, pruning, pest control, and other necessary maintenance. All plant material shall be inspected again at time of final inspection and once again at the end of the warranty period. Any plant found to be unacceptable at any of these inspections shall be immediately removed and replaced.

#### 1.5 FINAL INSPECTION

- A. All plants will be inspected at the time of Final Inspection for conformance to specified planting procedures, and for general appearance and vitality. Any plant not approved by the Project Manager will be rejected and replaced immediately.

#### 1.7 SUBSTANTIAL COMPLETION

- A. A Substantial Completion Certificate will only be issued by the University for "landscape and irrigation projects" in their entirety. Substantial Completion will not be pertinent to the designated areas of a project.

#### 1.8 GUARANTEE

- A. **Guarantee:** A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. All replaced plants shall be guaranteed and maintained according to the specifications for another one year. Any outside factors, such as conditions or lack of maintenance on the part of the Owner, shall not be considered in the guarantee.

### PART II - PRODUCTS

#### 2.1 LANDSCAPE MATERIALS

- A. **Plants:** Plants shall be sound, healthy, vigorous, and free from pests and diseases. They shall be well branched, be in full leaf, have a healthy root system, and not be pot-bound. All plants shall be nursery grown and conform to specific size specified. Do not prune or top prior to delivery. Conform to list of plant materials on drawings.
- B. **Turf Sod:** All sod shall be 12 month old or plants for approved sod shall not have been cut from the meaning of installation. Only sod that has been grown on a commercial sod farm shall be used. Do not use sod from any other source.

- C. **Top Soil:** Topsoil shall consist of natural sandy loam and be of uniform quality, free from stumps, hard clods, half decay, hard-pans, soil, partially disintegrated debris, or any other undesirable material. Soil shall be free of plants, roots or weeds that would be toxic or harmful to growth. Topsoil shall be obtained from naturally eroded areas and shall contain at least 4 percent organic matter as determined by loss upon ignition of a moisture free sample that has been dried in accordance with current methods of the Association of Official Agricultural Chemists. Phosphorus shall be 5.5 to 8.2 Inclusive. The Contractor shall furnish a certified report of an analytical chemist approved by the Project Manager showing the analysis of the topsoil proposed for use. Furnish a sample of the proposed topsoil to the Project Manager prior to delivery of topsoil on site.
- D. **Tree Staking:** Trees shall be staked at the contractor's discretion. All trees not planted shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.
- E. **Tree Water:** Tree water is not to be used.
- F. **Weed Barrier:** Devil's Claw PPO-3 Weed Barrier, Manufactured by Devil's Claw Company, [www.devilsclaw.com](http://www.devilsclaw.com) or approval equal.
- G. **Soil Amendments:**
1. **Commercial Fertilizer:** Complete fertilizer of natural character, with same elements derived from organic sources, C/P-24/10, type I, grade 16-16-8, level B with guaranteed analysis marked on the container. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least fifty (50) percent of nitrogen to be organic form. Adjust fertilization mixture to meet recommendations given by topsoil analysis.
  2. **Peat:** Reed peat, sedge peat, moss peat (fine strands only), reed mat or sedge mat all comply with Q-P-156a, class B conformance.
  3. **Topsoil:** Amend the top soil as necessary to meet requirements for topsoil under Section 2.1.1.C.
  4. **Herbicides:** EPA registered and approved, of type recommended by manufacturer.

### PART III - EXECUTION

#### 3.1 GRADING

- A. **Examine Site:** Prior to the installation of any topsoil, the Contractor shall inspect the existing sub-grade for compliance to the plans and specifications. Any discrepancies shall be brought to the attention of the Project Manager for appropriate action.
- B. **Sub-Grade:** When contract operations have been completed to a point where the area will not be disturbed, the Contractor shall clean the sub-grade to a surface free of waste material of all kinds. Scully and pulverize the sub-grade to a depth of not less than four inches. Scarification shall be completed in all areas that area to receive sod material whether it is to be sod, trees, groundcover, or shrubs.
- C. **Grading:** Grade planting area as directed by Project Manager and according to the grading plan. Check existing rough grade prior to starting work. If rough grade will not allow the required topsoil depth before fine grading, contact Owner or their representative.
- D. **Construction:** Compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.

#### 3.2 SOIL PREPARATION

- A. **Topsoil Preparation:** Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, in excess of one half (1/2) inch in size while treading topsoil. Place topsoil in planting areas as required to achieve a minimum depth of four (4) inches. Limit excavation work around tree roots of trees to remain. Work with existing soil in these areas to reduce disturbance. Scarify topsoil to a two (2) inch depth to provide a transition zone between sub-grade and topsoil. Provide for proper grading and drainage. Use topsoil in relatively dry soil. Place during dry weather. Work soil in a manner which does not cause excessive compaction or create clods, which will not break easily. Apply water as necessary to obtain optimum moisture content of filling and starting.
- B. **Topsoil Placement:** Slope surfaces away from building at two (2) percent slope with no pockets of standing water. Establish final grades of lawn one (1) inch below grade of adjacent paved surfaces. Manually spread topsoil around existing trees and next to buildings to prevent damage. Lightly compact (roll) placed topsoil. Provide neat, smooth and uniform finish grades. Remove surplus sub-soil and topsoil from the site.
- C. **Soil Amendments and Weed Control:** Apply Roundup or equal to weeds in the project areas. Apply herbicide while plants are growing in a dormant state for best results. After three (3) days repeat application of herbicide to weeds that are still alive and repeat until weeds have been killed. After weeds have been controlled, add soil amendment and fertilizers as required by top soil analysis and specifications. Incorporate amendments as per manufacturer's specifications into planting areas in a minimum of four (4) inch depth.

#### 3.3 SOD GRADING

- A. The surface on which the sod is to be laid shall be firm and free from lumps, depressions, or undulations of any kind. The surface shall be free of all material larger than 1/2" in diameter.
- B. The finish grade of the topsoil adjacent to sidewalks, mow-strip, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.

#### 3.4 PLANTING OPERATIONS

- A. Review the exact locations of all trees and shrubs with the Project Manager for approval prior to the digging of any holes. Refer to the drawings for the sizes and preparation of tree and shrub holes. Prepare all holes according to the details on the drawings.
- B. To avoid a soil-water interface problem, excavated soil material from the planting holes are to be inspected by the Project Manager to determine if such soil should be used as backfill material. If it is determined that the excavated material is not of good quality, then it should be modified to an acceptable texture, organic content and pH.
- C. Prior to the installing of any plant material in the prepared hole, the Project Manager must approve the site, width, and depth of the hole.
- D. Water plants immediately upon work if the site. Maintain moist condition until planted.

- E. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines. Obtain a digging permit first and have the permit at the site.
- F. The tree planting hole should be the same depth as the root ball, and three times the diameter of the root ball.
- G. Trees must be placed on undisturbed soil at the bottom of the planting hole.
- H. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.
- I. Plant immediately after removal of container for container plants.
- J. Set tree on soil and remove all surplus wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.
- K. All tree holes shall be backfilled in 12 inch lifts and watered with water to minimize any settling of the tree.
- L. Apply Nitram B-1 root stimulator at the rate of one (1) tablespoon per gallon.
- M. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area-irrigation system. If additional prepared topsoil mixture needs to be added, it should be a coarse mix as required to establish finish grade as indicated on the drawings.
- N. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Manager. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.
- O. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.

#### 3.5 SOD LAYING

- A. **Top Soil Amendments:** Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.
- B. **Fertilization:** Three weeks after sod placement fertilize the turf at a rate of 15 pounds of nitrogen per 1000 square feet. Reapply fertilizer every 30 days following initial application. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.
- C. **Soil Availability and Condition:** The contractor shall satisfy himself as to the existing conditions prior to any construction. The contractor shall be fully responsible for furnishing and by all sod required on the plans. He shall furnish new sod as specified above and by it to be too completely satisfy the intent and meaning of the plans and specifications is no duty cost to the owner. In the case of any discrepancy in the amount of sod to be removed or amount to be used, it shall be the contractor's responsibility to report such to the Project Manager prior to commencing the work.
- D. **Sod Laying:** The surface upon which the new sod to be laid will be prepared as specified above. Areas where sod is to be laid shall be cut, trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strips or pieces will be accepted.
- E. The sod shall be placed upon the prepared surface to parallel joints between courses are matched against one last laid.
- F. Sod shall be tamped lightly at each piece to set in place and to insure that grass comes in made between pieces and also the ground. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.
- G. If in-lift is required between sod courses, use a mixture of screened topsoil which has roots no larger than 1/2" mixed with sterilized peat moss.
- H. Apply water directly after laying sod. Rainfall is not acceptable.
- I. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner prior to acceptance by the owner. If an irrigation system is in place on the site, bid for whatever reason, water is not available in the system, it is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Manager.
- J. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include berms, fences, or appropriate distance with utility or lawn between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic, erosion, etc. until such time as the lawn is accepted by the Owner.
- K. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.

#### 3.6 CLEAN AND PROTECT

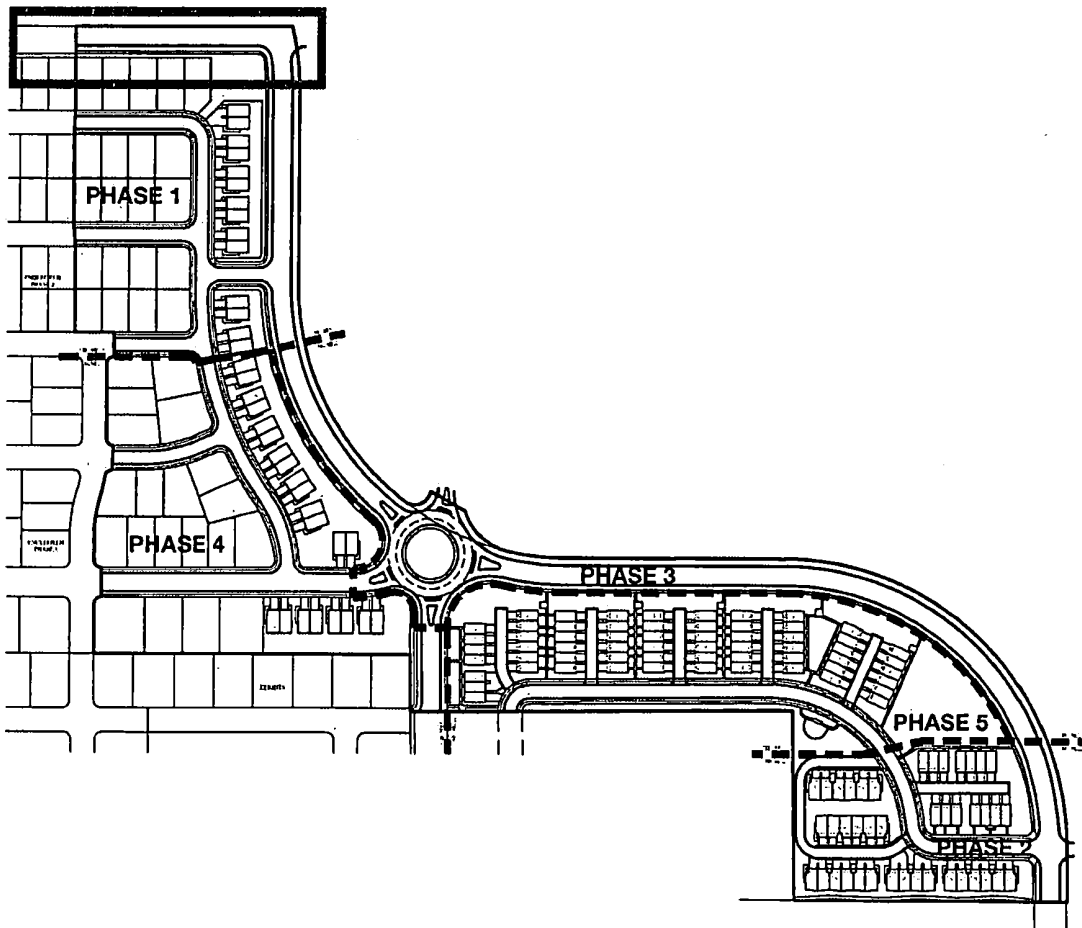
- A. **Clean landscaped area:** Remove rubbish, trim and debris resulting from the operation at the end of each work day and legally dispose of it off the Owner's property. Wash paved surfaces clean.
- B. **Protect Landscape:** Protect landscaping from damage due to landscaped operations, operations by other contractors and trades, and excavators. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

END OF SECTION I

# Specifications of Improvements for Reimbursement

West Jordan City reimbursement is requested for the following improvements:

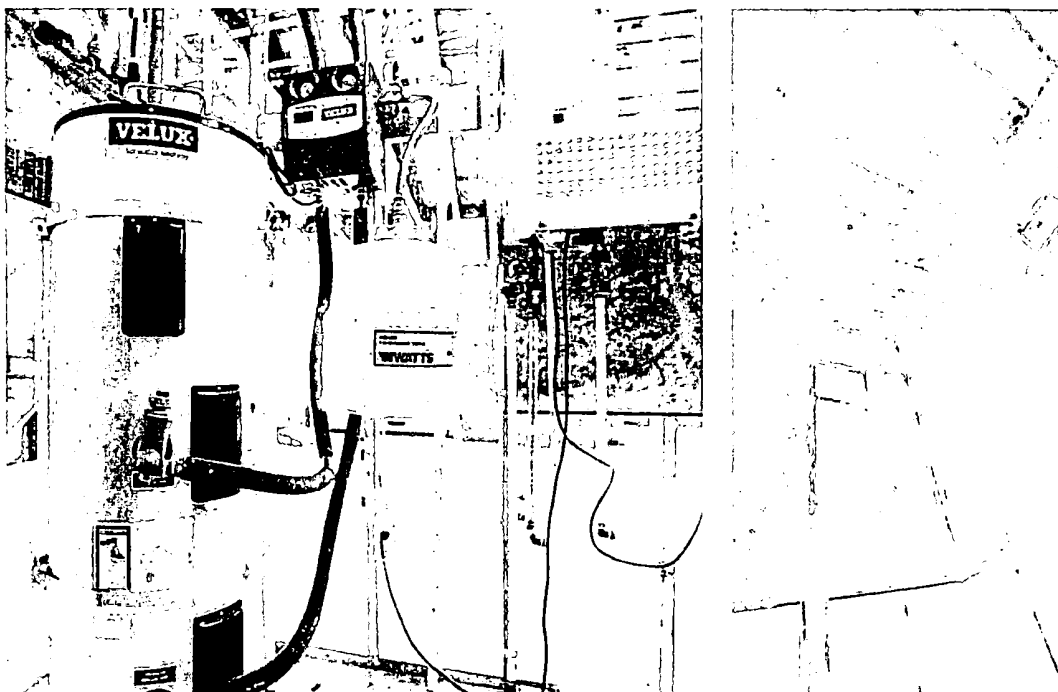
1. Storm Drain Outfall Pipe—Developer will install the required storm drain outfall pipe for the project and requests the City pay any up-size cost of the pipe beyond the required 15-inch pipe.
2. 7800 South Street Improvements and Main Water Line—Developer will install the half-width street improvements on 7800 South. Streets wider than 66 feet may be reimbursable by the City. Developer will install the required Water



# Building Green & Saving Green

For too long, homes on the cutting edge of energy efficiency could only be found in multi-million-dollar communities, custom built homes, or vacation homes. Every Utahan deserves the energy-bill savings, increased comfort and healthier environment that come with an efficient home. The problem is, most new homes in Utah are built to outdated energy codes and are costing Utahans far too much on energy bills and costly home repairs.

Building homes to the highest energy-efficiency standards simply makes sense for both homeowners and builders. Garbett Homes takes energy efficiency seriously. Energy is one of the biggest expenses of home ownership and will take an even bigger bite out of household income in the future. Energy prices in Utah have risen 4% to 5% every year for the past 10 years, and Rocky Mountain Power recently asked for a 13.7% rate increase, with more rate increases to come in each of the next several years. Ensuring homes are energy efficient helps keep energy costs down and makes home ownership more affordable.



# Green Garbett Homes



## Tight Building Envelope

Controlling air flow, thermal flow and moisture flow using advanced framing techniques, sophisticated insulation, air sealing tight ducts and air barriers to prevent air leakage and keep your utility bills as low as possible.



## Renewable Energy Sources

Photovoltaic (PV) Solar panels. Using Solar to generate electricity means a lower utility bill for you and it's great for the planet!



## Water Conservation

Using less water for everyday uses: Low-flow faucets and optional dual flush toilets save up to 60% of this precious resource and help to keep your costs low.



## Energy Efficient Equipment

Compact Fluorescent (CFL) light bulbs use 70% less power, emit less heat and last 15 times longer than traditional light bulbs. Energy Star® appliances are 20% more efficient than traditional appliances.



## Materials & Waste Management

Engineered framing members, precut floor joists and prebuilt bioengineered trusses use less resources while being stronger than traditional materials. All construction wood waste is 100% recycled.

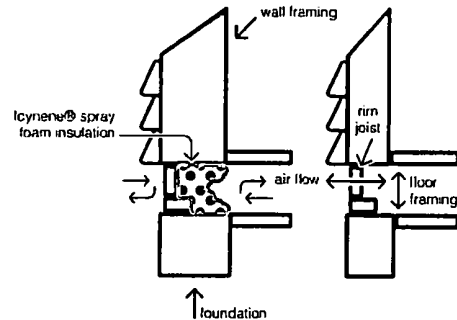


# Advanced Insulation

## the key to a tight building envelope

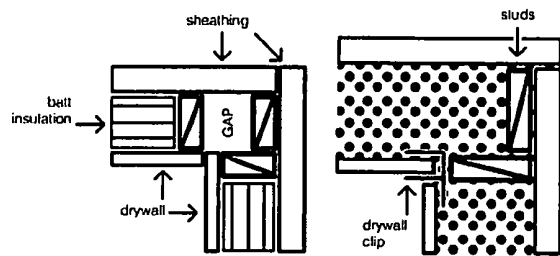
### RIM JOIST SEALING

The rim joist can be a significant source of air-leakage. Drafts can be pulled through the house into walls and holes created by plumbing pipes and electrical work. Garbett Homes uses Icynene® water-blown open-cell spray foam to air-seal and insulate the rim joist. Unlike conventional batt insulation, the spray foam leaves no gaps or voids and won't sag while performing as a super-tight air barrier and insulator.



### DRYWALL CLIPS

Drywall clips/fasteners eliminate the need for wood/stud blocking where drywall is attached to the studs. Garbett Homes is able to eliminate over 100 studs per home, thereby increasing your insulation up to 57 cubic feet. More insulation means more energy savings.

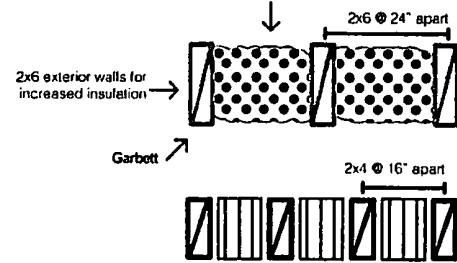


### 2'X6' WALLS & 24" ON CENTER FRAMING

By using 2'x6' exterior walls instead of conventional 2'x4' walls, and spacing studs 24" on center (instead of the standard 16" apart) we're able to make significant gains in insulation. Wood is a poor insulator, so by incorporating these innovations we're able to include more insulation and give you a higher performing home.

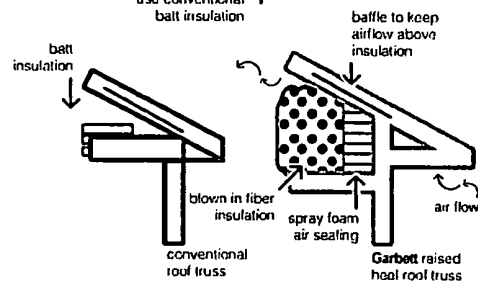
### BLOWN-IN FIBER

We use blown-in fiberglass insulation in all exterior walls to achieve an R-24 thermal rating (standard is R-19). We use blown-in insulation in our ceilings to achieve a true R-49 thermal rating. Blown-in fiberglass has many advantages, it is resilient, non-flammable, non-settling, Eco-friendly (60% recycled glass & sand), non-absorbent, pest resistant and time-tested. And lets not forget that blown-in fiber fills ALL voids & gaps creating a tighter seal allowing a higher R Value per inch than standard insulation.



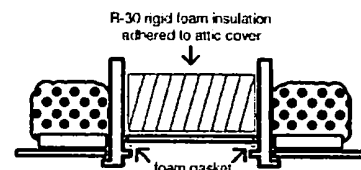
### RAISED HEEL ROOF TRUSS

Raised heel roof trusses offer the most energy efficient roof framing. Getting full insulation coverage over the entire ceiling is difficult when ceiling trusses are not designed to allow the insulation to maintain its desired thickness all the way to the wall. Conventional roof truss assembly (insulated with standard batts) does not allow adequate ceiling insulation and the air passing through the vents is restricted. The Garbett raised heel system uses baffles to allow adequate air flow above the insulation. Blow-in fiber is used to insulate the ceiling and spray foam is used to air-seal the raised heel achieving a true and consistent R-49 thermal rating.



### ATTIC ACCESS INSULATION

Attic access openings in ceilings severely compromise the thermal envelope. The Garbett system adheres layers of rigid foam insulation to the attic access cover to insure the true thermal rating is maintained throughout the ceiling. Additionally line the seam with a foam gasket to prevent and loss of heat.

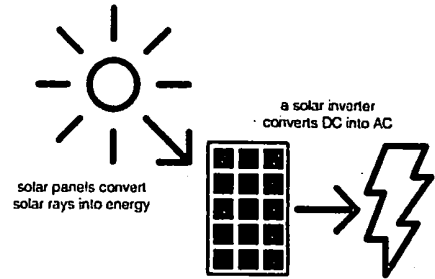


# Smarter Strategies

attention to detail makes all the difference

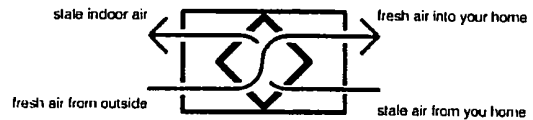
## SOLAR PHOTOVOLTAIC

With an average of 300 days of sunshine per year, Utah is uniquely situated to harness the energy of the sun. The solar photo-voltaic panels on your Garbett home convert sunlight into electricity. The inverter then changes the current from DC into AC so it can be used by your home and the utility company. The utility company credits your account each month with any electricity you have generated in excess of your usage. That extra electricity is fed back to the grid. This process is called Net Metering. Your monthly power bill will be off-set by the power you are generating through solar photovoltaic.



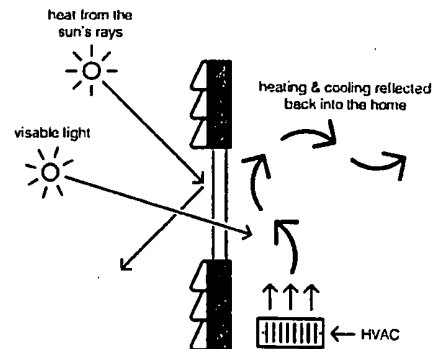
## ENJOY THE CLEAN AIR

Your Garbett home is equipped with an advanced air exchanger that completely replaces all the indoor air with filtered outside air, helping to keep your home and family healthy. The system uses advanced Energy Recovery Ventilation (ERV) technology to precondition the incoming outdoor air. During the warmer seasons, the system pre-cools the air and preheats the air in the cooler seasons. The benefit of using energy recovery technology is the ability to improve indoor air quality and reduce the energy used by your heating and cooling equipment. This technology has demonstrated an effective means of reducing your energy costs by reducing your homes heating and cooling loads.



## LOW-E WINDOWS

Your Garbett home comes with Low-Emittance (low-E) windows. Low-E windows allow visible light to enter our homes while restricting summer heat from entering. During the winter months the windows keep cold air outside while reflecting the heat produced from the home back into the home. Keeping your home cool in the summer and warmer in the winter.

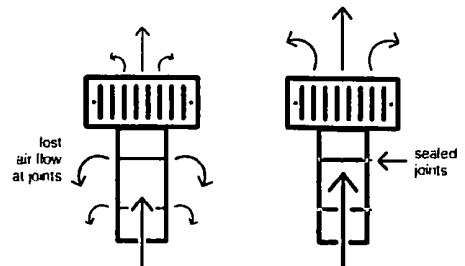


## PROGRAMMABLE THERMOSTATS

A programmable thermostat allows your to adjust the temperature of your home to be as efficient as possible, whether you're at home or away. All Garbett homes are equipped with programmable thermostats as a standard feature.

## AIR DUCT SEALING

All air ducts are sealed with an advanced sealant to provide a flexible air-tight seal. Advanced sealants can bend and flow while maintaining a durable bond.



# Being Eco-Friendly

isn't just good for the world its good for you

## Energy Star 3.0

INDEPENDENT 3RD PARTY CERTIFICATION

Energy Star® 3.0 qualified homes is a 3rd party guarantee you will use considerably less energy for whole home heating, cooling and water heating. This means you will save money on your monthly utility bills and will spend less money n maintaining the home. The new 3.0 designation has raised the bar even higher and requires more energy efficiency in the home.



## Super Quiet

SOUND TRAVELS ON AIR

The tighter the home envelope, the less energy escapes and the lower your utility bills will be. A great side benefit to a tight home is the quietness. Sound travels on air and when your home is airtight it makes it much more difficult for outside noise to enter your home. So go ahead take a nap, the Jones' lawnmower won't disturb you.



## Renewable Energy Tax Credits



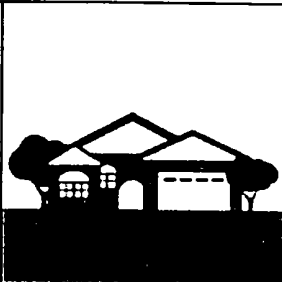
FEDERAL & STATE ELIGIBLE

Some Garbett homes may qualify for Federal and State Renewable Energy Tax Credits. Consult with your accountant to determine your availability. Federal up to 30% of retail and State up to 25% or \$2000.



# Compare & Save

get the most bang for your buck

			
<b>HERS® SCORE</b> Home Energy Rating System	Consistent HERS® scores under 50. 60%-90% more energy efficient than other new homes.	100 to 110 score based on new construction building codes	130- 200 based on building codes from 1990-2006
<b>INSULATION</b>	Blown-in fiber & spray foam insulation in 2x6 exterior walls	Traditional batt insulation in standard minimum code-required 2x4 exterior walls	Traditional batt insulation in standard, code-required 2x4 exterior walls
<b>AIR SEALING</b>	Energy Complete® sealant, Icynene® spray foam & air duct sealing	No air sealing required in current new construction building codes.	No air sealing required in building codes
<b>INDOOR AIR QUALITY</b>	Energy Recovery Ventilation (ERV) replaces all indoor air with filtered & treated outside air 6 times a day.	No air ventilation or filtration required in current new construction building codes.	No air ventilation or filtration required in building codes.
<b>RENEWABLE ENERGY</b>	Photovoltaic Solar, or Geothermal	No renewable energy generation required in new construction code	No renewable energy generation required in building codes.
<b>ENERGY STAR 3.0</b>	Qualified. Home energy costs are drastically reduced. Lower homeowners insurance rates.	Not required	Not required
<b>MAINTENANCE</b>	1 year new home warranty. Minimal upkeep.	Standard new home warranty. Minimal upkeep.	Maintenance required.
<b>INDOOR NOISE LEVELS</b>	Super quiet homes due to air-sealed tight building envelope	No air-sealed tight building envelope required.	No air-sealed tight building envelope required.
<b>ENERGY TAX CREDITS</b>	Homes are qualified for Federal and State Energy tax Credits	No energy tax credits	No energy tax credits.

**Exhibit G**

*(to Project Participation Agreement)*

*REIMBURSEMENT AGREEMENT ADDENBROOK PHASE 1,  
dated October 11, 2017*

**REIMBURSEMENT AGREEMENT  
ADDENBROOK PHASE I**

This Agreement is entered into this 11<sup>th</sup> day of October, 2017, by and between Peterson Development Company, L.L.C., a Utah limited liability company ("Developer") and the City of West Jordan, a municipality and political subdivision of the State of Utah (the "City"). Developer and City are collectively referred to herein as "Parties," and each may be referred to individually as "Party."

**RECITALS**

A. Developer desires to develop certain property, identified as Addenbrook Phase 1, and located within the corporate boundaries of the City of West Jordan, Salt Lake County, Utah, as reflected in Exhibit "A" (the "Property").

B. As a condition of development approval, Developer is required to and proposes to construct and install certain "Eligible Public Improvements" as defined in Title 8, Chapter 3, Article B of the West Jordan City Code, which Eligible Public Improvements are identified on Exhibit "B" attached hereto. These "Eligible Public Improvements" (streets, culinary water, and storm drains infrastructure) are system improvements which are included in the City's Capital Projects Strategic Plan.

C. The City has planned for certain projects to upgrade the roads and utilities in the City's Capital Facilities Plan and Capital Projects Strategic Plan ("capital facilities projects"). Because of an impending capital facilities project, Developer is required to construct the referenced "Eligible Public Improvements," which include the south half of 7800 South Street between 6150 West and 6300 West, as well as the associated culinary water and storm drain facilities and infrastructure improvements in that area.

D. The Parties agree that the Eligible Public Improvements are: lawfully required as a condition of development approval; reasonably anticipated to serve future development; and located off-site or will create additional or excess capacity beyond the proportionate share attributable to Developer to reasonably service the proposed development at the City's adopted level of service standards.

E. The City has adopted a policy, as set forth in Title 8, Chapter 3, Article B of the West Jordan City Code that the proportionate share of the cost for public improvements should be allocated to all the properties creating the need for or benefiting from the public improvements. Reimbursements are authorized by Title 8, Chapter 3, Article B for the purpose of implementing the policies stated therein.

F. The Eligible Public Improvements identified on the attached Exhibit "B" are eligible for reimbursement by the City to the Developer.

G. This Reimbursement Agreement is for Phase I of a multi-phase project.

1 |

Reimbursement Agreement  
Addenbrook Phase I

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement and are made a part hereof.
2. Developer and City Obligations.
  - a. Developer shall, at its own expense and in accordance with the final approved subdivision plat, final approved development plan, final approved site plan(s), City standards and approved engineering construction drawings (collectively, the "Improvement Regulations"), construct and install or cause to be constructed and installed the Eligible Public Improvements identified in this Agreement (on the attached Exhibit "B") and in said Improvement Regulations.
  - b. Developer shall, at its own expense, acquire necessary real property interests for the construction and installation of the Eligible Public Improvements and shall dedicate the acquired real property interests and Eligible Public Improvements to City, in a form approved and acceptable to the City Attorney.
  - c. Developer understands and agrees that deviation from the approved engineering construction drawings may, in addition to other things, affect the ability of Developer to receive reimbursement. The City will consider revisions to Eligible Public improvements and the costs therefore if received by the City in accordance with the Improvement Regulations and sufficiently in advance of construction.
  - d. Developer understands and agrees that the Eligible Public Improvements identified herein are the only improvements for which reimbursement will be made available with respect to the development of the Property.
  - e. Developer shall construct the south half of 7800 South Street between 6150 West and 6300 West, as well as the associated culinary water and storm drain facilities and infrastructure improvements in that area, as per the attached Exhibit "B."
3. Reimbursement Payments.
  - a. The City shall make reimbursement payments in accordance with this Agreement, the City's policy (as set forth in Title 8, Chapter 3, Article B of the West Jordan City Code), and the inspection of the improvements.

4. Reimbursement Amount.

a. Maximum Reimbursement.

i) The maximum reimbursement for the Eligible Public Improvements shall be the lesser of: (1) the actual costs of Eligible Public Improvements as evidenced by the documentation submitted in accordance with the terms of this Reimbursement Agreement; or (2) the estimated costs of the Eligible Public Improvements as set forth in the attached Exhibit "B," or as said sum is amended under the terms of this Reimbursement Agreement.

ii) "Actual Costs" means the costs actually incurred or expended to construct or install the Eligible Public Improvements, which costs shall include the cost of the real property, and disbursements to general contractors for construction labor and materials. Actual Costs shall not include financing costs, interest or expenses incurred or expended for the acquisition of real property, except the purchase price.

iii) The maximum reimbursement for Eligible Public Improvements, shown in the Exhibit "B," are estimates only and shall, if actual costs are less, be decreased in accordance with actual costs. Estimated costs shall not be increased, except by written amendment to this Reimbursement Agreement in accordance with the amendment provisions set forth herein. In order for an amendment to be considered by City, change orders and similar situations and circumstances must have been pre-approved, in writing, by the City.

iv) Developer shall provide to the City documentation, acceptable to the City Attorney, demonstrating the actual costs incurred by the Developer for the acquisition, construction and installation of Eligible Public Improvements. Documentation shall include but not be limited to: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and all other information necessary for the City to determine the actual costs incurred. Developer's failure to submit the required documentation shall result in rejection of the undocumented claimed amount.

b. Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to developer by the City or any other person on any amounts due under this Reimbursement Agreement.

5. Ownership of Eligible Public Improvements. City shall own the Eligible Public Improvements in fee title absolute, together with the lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Eligible Public Improvements by Developer; (ii) inspection, approval and written acceptance by the City. The City will assume responsibility for all maintenance, repair and replacement of the Eligible Public Improvements once they are accepted by the City.



Reimbursement Agreement  
Addenbrook Phase 1

6. Term of Agreement. This Reimbursement Agreement shall terminate ten (10) years following the effective date of the Reimbursement Agreement or at such earlier time as the cumulative reimbursement amount reaches the maximum reimbursement. No reimbursement shall be due or payable after said ten (10) year period, except reimbursement from Impact Fees for Eligible System Improvements, which shall in no event exceed the maximum reimbursement.
7. Effect of Agreement. Nothing in this Reimbursement Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards. The terms and conditions of this Reimbursement Agreement shall be in addition to the terms and conditions of other development agreement(s), improvement construction and guarantee agreements, and other agreements applicable to the Property.
8. Waiver and Covenant Not to Sue. Developer specifically agrees to accept the reimbursement specified herein as full and final payment of all claims against the City or any Benefited Property with respect to the Eligible Public Improvements. Developer hereby waives any rights or claims against the City for reimbursement of any kind or source with respect to the Eligible Public Improvements; other than as set forth herein.
9. Assignment. Neither the Reimbursement Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of City.
10. Entire Agreement. This Reimbursement Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to Developer for the Eligible Public Improvements and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the parties with regard to any reimbursements to Developer from the City with respect to the Eligible Public Improvements.
11. Binding Effect. This Reimbursement Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns.
12. Validity and Severability. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.
13. Amendment. This Agreement may be amended only in a writing signed by the parties hereto.
14. Controlling Law, Jurisdiction and Venue. This Reimbursement Agreement shall be governed by the laws of the State of Utah. Venue shall be in Salt Lake County, Utah.

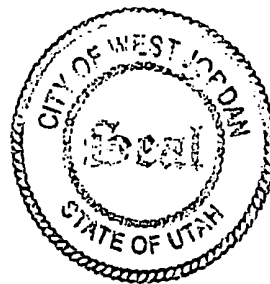
Reimbursement Agreement  
Addenbrook Phase I

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement as of the day and year first hereinabove written.

[Signatures appear on this page and the next page.]

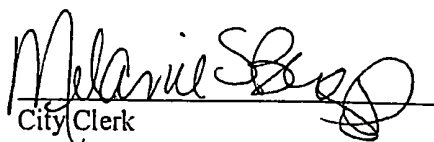
CITY:

WEST JORDAN CITY, A MUNICIPALITY  
And Political Subdivision of the State of Utah:



ATTEST:

By:   
Name: Kim V. Rolfe, Mayor

  
City Clerk

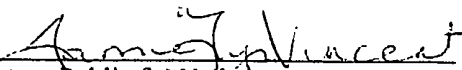
Date: 10-11-17

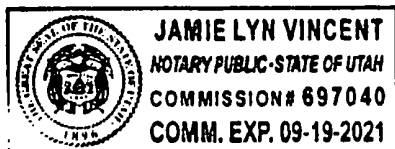
CITY ACKNOWLEDGEMENT:

STATE OF UTAH            )  
  : ss.  
County of Salt Lake        )

On this 11<sup>th</sup> day of October, 2017, before the undersigned notary public in and for the said state, personally appeared Kim V. Rolfe, known or identified to me to be the Mayor of West Jordan City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

  
Notary Public for Utah



Reimbursement Agreement  
Addenbrook Phase 1

**DEVELOPER:**

PETERSON DEVELOPMENT COMPANY, L.L.C.,  
A Utah Limited Liability Company:

By: [Signature]  
(Signature)

Name: JUSTIN PETERSON  
(Print or Type)

Title: MANAGER  
(Manager or Member)

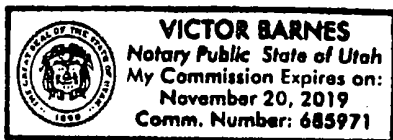
Date: 10/2/17

**DEVELOPER ACKNOWLEDGEMENT:**

STATE OF UTAH            )  
  : ss.  
County of Salt Lake        )

On this 2<sup>nd</sup> day of October, 2017, before the undersigned notary public in and for the said state, personally appeared Justin V. Peterson, known or identified to me to be a Manager of Peterson Development Company, L.L.C., and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]  
Notary Public for Utah

EXHIBIT "A"

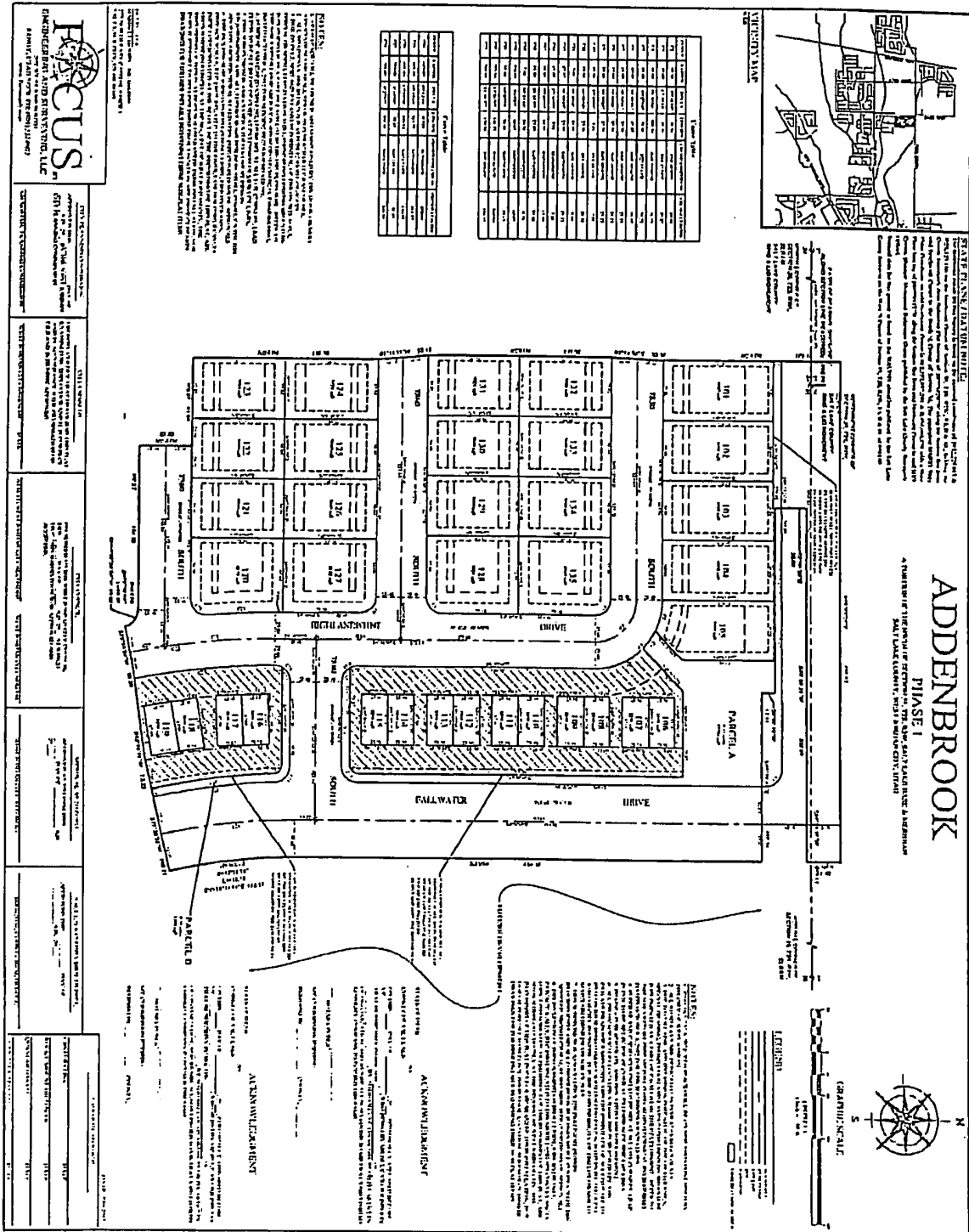


EXHIBIT "B"

Addenbrook Phase 1 Improvements for Reimbursement

7800 S Upgrades		Project Improvements			Standard Improvements		Reimbursement
	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE	QUANTITY	PRICE	TOTAL \$
1	Pavement 9"17"1/8" 22' X 640'	11880	SF \$8.30	\$98,604.00	0	\$0.00	\$98,604.00
2	6" Sidewalk	195	LF \$17.50	\$3,412.50	0	\$0.00	\$3,412.50
3	Striping	1888	LF \$0.90	\$1,699.20	0	\$0.00	\$1,699.20
4	Extra Asphalt for Future Roundabout	4540	SF \$8.30	\$37,682.00	0	\$0.00	\$37,682.00
5	Extra Striping on Future Roundabout	392	LF \$0.90	\$352.80	0	\$0.00	\$352.80
6	8' Sidewalk for Future Roundabout	240	LF \$23.48	\$5,635.20	0	\$0.00	\$5,635.20
7	5' Sidewalk	0	LF \$14.58	\$0.00	435	\$6,342.30	-\$6,342.30
Subtotal - Streets							\$141,043.40
8	16" DIP Water Line	57	LF \$100.00	\$5,700.00	0	\$0.00	\$5,700.00
9	12" C-900 Water Line	65	LF \$52.50	\$3,412.50	0	\$0.00	\$3,412.50
10	10" C-900 Water Line	405	LF \$30.50	\$12,352.50	0	\$0.00	\$12,352.50
11	8" C-900 Water Line	0	EA \$26.50	\$0.00	527	\$13,965.50	-\$13,965.50
12	16" Valve	2	EA \$8,000.00	\$16,000.00	0	\$0.00	\$16,000.00
13	12" Gate Valve	2	EA \$2,327.00	\$4,654.00	0	\$0.00	\$4,654.00
14	10" Gate Valve	1	LS \$2,051.00	\$2,051.00	0	\$0.00	\$2,051.00
15	8" Gate Valve	0	LF \$1,297.00	\$0.00	5	\$6,485.00	-\$6,485.00
16	16" Hol Tap on 30" Existing Line	1	EA \$4,250.00	\$4,250.00	0	\$0.00	\$4,250.00
17	12" Hol Tap on 30" Existing Line	EA	\$2,350.00	\$0.00	1	\$2,350.00	-\$2,350.00
18	Blowoff on 12" Line	1	EA \$1,870.00	\$1,870.00	0	\$0.00	\$1,870.00
19	Blowoff on 8" Line	EA	\$1,488.00	\$0.00	1	\$1,488.00	-\$1,488.00
20	16" Tee	2	EA \$3,600.00	\$7,200.00	0	\$0.00	\$7,200.00
21	10" Tee	1	LF \$825.00	\$825.00	0	\$0.00	\$825.00
22	8" Tee	0	LF \$680.00	\$0.00	3	\$2,040.00	-\$2,040.00
23	16" to 12" Reducer	3	LF \$1,425.00	\$4,275.00	0	\$0.00	\$4,275.00
Subtotal - Water							\$36,261.50
SubTotal							\$177,304.90
23	City Inspection & Review Fees						\$7,092.20
24	Engineering	1	EA 4.00%	\$4,000.00			\$4,000.00
Total Reimbursement							\$188,397.10

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 17- 197

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF  
A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND  
PETERSON DEVELOPMENT COMPANY, LLC REGARDING ADDENBROOK PHASE 1

WHEREAS, the City Council of the City of West Jordan has reviewed and considered the attached Reimbursement Agreement between the City of West Jordan ("City") and Peterson Development Company, L.L.C. ("Developer"), and

WHEREAS, Developer desires to develop certain property, identified as Addenbrook Phase 1, and located within the corporate boundaries of the City of West Jordan, Salt Lake County, Utah, as reflected in Exhibit "A" of the attached Reimbursement Agreement (the "Property"); and

WHEREAS, as a condition of development approval, Developer is required to and proposes to construct and install certain "Eligible Public Improvements" as defined in Title 8, Chapter 3, Article B of the West Jordan City Code, which Eligible Public Improvements are identified on Exhibit "B" of the attached Reimbursement Agreement. These "Eligible Public Improvements" (streets, culinary water, and storm drains infrastructure) are system improvements which are included in the City's Capital Projects Strategic Plan; and

WHEREAS, the City has planned for certain projects to upgrade the roads and utilities in the City's Capital Facilities Plan and Capital Projects Strategic Plan ("capital facilities projects"). Because of an impending capital facilities project, Developer is required to construct the referenced "Eligible Public Improvements," which include the south half of 7800 South Street between 6150 West and 6300 West, as well as the associated culinary water and storm drain facilities and infrastructure improvements in that area; and

WHEREAS, the Parties agree that the Eligible Public Improvements are: lawfully required as a condition of development approval; reasonably anticipated to serve future development; and located off-site or will create additional or excess capacity beyond the proportionate share attributable to Developer to reasonably service the proposed development at the City's adopted level of service standards; and

WHEREAS, the City has adopted a policy, as set forth in Title 8, Chapter 3, Article B of the West Jordan City Code that the proportionate share of the cost for public improvements should be allocated to all the properties creating the need for or benefiting from the public improvements. Reimbursements are authorized by Title 8, Chapter 3, Article B for the purpose of implementing the policies stated therein; and

WHEREAS, the Eligible Public Improvements identified on Exhibit "B" of the attached Reimbursement Agreement are eligible for reimbursement by the City to the Developer; and

WHEREAS, this Reimbursement Agreement is for Phase I of a multi-phase project; and

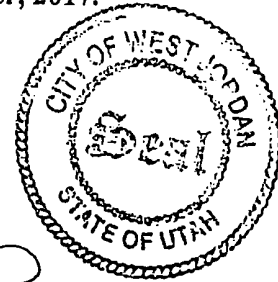
WHEREAS, Developer and the City desire to document their mutual understanding regarding the Reimbursement Agreement; and


NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

- Section 1. The Mayor is authorized and directed to sign the Reimbursement Agreement for Addenbrook Phase 1 Subdivision between the City of West Jordan and Peterson Development Company, LLC, attached hereto.
- Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 11<sup>th</sup> day of October, 2017.

ATTEST:



  
\_\_\_\_\_  
KIM V ROLFE  
Mayor

  
\_\_\_\_\_  
MELANIE S BRIGGS, MMC  
City Clerk

Voting by the City Council:	"AYE"	"NAY"
Council Member Dirk Burton	<input checked="" type="checkbox"/>	_____
Council Member Alan Anderson	<input checked="" type="checkbox"/>	_____
Council Member Zach Jacob	<input checked="" type="checkbox"/>	_____
Council Member Chris McConnehey	<input checked="" type="checkbox"/>	_____
Council Member Chad Nichols	<input checked="" type="checkbox"/>	_____
Council Member David Newton	<input checked="" type="checkbox"/>	_____
Mayor Kim V. Rolfe	<input checked="" type="checkbox"/>	_____

**Exhibit H**  
*(to Project Participation Agreement)*

**Grant Application**



Salt Lake County  
Planning & Transportation  
**SB 277 Bond Proceeds Transportation Funding**  
10/20/2017 deadline

**City of West Jordan**  
**7800 South to 8200 South Connector**

**\$ 1,500,000.00** Requested

Submitted: 10/20/2017 1:34:30 PM (Pacific)

**Project Contact**

Kim Rolfe  
[davidm@wjordan.com](mailto:davidm@wjordan.com)  
Tel: 801-569-5110

**Additional Contacts**  
*none entered*

**City of West Jordan**

8000 South Redwood Road  
West Jordan, 84088

Telephone 801-569-5110  
Fax  
Web [wjordan.com](http://wjordan.com)

**Mayor**  
Kim V. Rolfe  
[kimr@wjordan.com](mailto:kimr@wjordan.com)

**Application Questions**

**PROJECT DESCRIPTION**

**1. Location/Address**

6200 West collector from 7800 to 8200 South

**2. Project Limits (mileposts, intersection roadways, other geographic features)**

6200 West collector from 7800 to 8200 South

**3. Project Length**

2640 feet or 1/2 mile

**4. Brief Description of the Project**

The 7800-8200 South Connector provides critical north-south connectivity west of Mountain View Corridor mitigating traffic impacts on the regional infrastructure (Mountain View).

**PERFORMANCE MANAGEMENT -**

Please describe how this transportation project will provide for the following

**Goal: Access to Opportunity**

Considerations: For daily destinations, such as housing, groceries, and day care?  
For regional opportunities, such as employment, recreation, and education?  
For disadvantaged populations, access to work, learn, and participate in society?

**5. How does the proposed project increase access to opportunities for residents within a reasonable amount of time (e.g., 20 minutes by car; 20-40 minutes by transit, bike or walk)?**

The 7800 South – 8200 South Connector is also a piece of infrastructure that is primarily intended to compliment Mountain View Corridor by allowing local traffic to move north-south without needing to use Mountain View. The road will connect a mixed used residential area to office, retail and park (recreational) opportunities within the area, further meeting the goals of the county of creating employment, shopping and recreational access to residents. As this area continues to develop the ability to access local opportunities while limiting impacts to Mountain View is critical to maintaining the integrity and mobility

goals of Mountain View. The 7800 South-8200 South Connector is a critical link for residents of the area to allow them to access the local grocery stores, and surrounding retail in the area for the residents' daily service needs. The proposed road will also create additional connectivity that will help shorten West Jordan residents' daily trips to schools, churches, businesses and recreational activities.

**Goal: Economic Development**

Considerations: How does it improve economic competitiveness by providing access to employment centers, educational opportunities, etc.

How does it expand business access to markets?

How does it reduce transportation and housing costs for residents?

**6. How does the proposed project support your community's and the County's economic development/plan efforts?**

The 7800 South Connector is the direct connector between a mixed used residential area and areas of employments and retail. By putting in the infrastructure simultaneously with the current development we are able to maximize the transportation investment by preserving the corridor and providing access as the development occurs. We are currently working with the developer to ensure adequate mobility and access to residential area and retail/job centers within the contemplated development. Awarding of this grant will allow us to time the infrastructure construction with the development construction. The developer is currently working with IHC to develop a clinic in the area that will create local jobs and will also provide medical services to local residents. The 7800 South Connector will enable other similar office jobs to be created in the area. The developer is also working with various commercial end-users such as CVS, Les Schwab, Culver's, and other sit down restaurants to bring more economic development to the area. The connector road will demonstrate to these retailers that the area is ready for development.

**Goal: Multi-Modal Transportation Network**

Considerations: How does the project increase access to transit?

How does the project improve or expand bicycle and pedestrian infrastructure?

How does the project contribute to the network efficiency and reliability?

**7. How does the proposed project contribute to the multi-modal regional transportation network to improve options for travel?**

The 7800-8200 South Connector integrates multi-modal elements (pedestrian, cycle and car) within the design. Additionally, by providing direct access between 7800 South and 8200 South, it reduces the time/distance of travel (currently must go around the area). By reducing the time/distance of travel, the infrastructure will promote more utilization of pedestrian and cycling opportunities for short trips which connect residential with economic opportunities. This direct access also adds to the efficiency in the area, by reducing the need to use Mountain View for trips that could otherwise be local in nature.

**Goal: Experience**

Considerations: How does local street design standards consider adjacent land use?

How does the street design consider the needs of people of all ages and abilities?

How does the transportation network allow people to reach a desired destination in a timely manner using different modes?

**8. How does the proposed project provide for an enhanced safe, comfortable, and convenient travel experience for all modes of travel (transit, vehicle, bicycle, and pedestrian)?**

The 7800 South-8200 South Connector will meet the design standards of West Jordan City. By building the infrastructure now and integrating it in the development, which is currently underway, this allows West Jordan city to ensure that the street design maximizes access and provides infrastructure that will accommodate all ages and abilities by providing a multi-modal opportunity (Car, Pedestrian, Cycle). The development plan will significantly reduce the time-to-destination for many local trips by providing a direct route of travel between 7800 South and 8200 South, versus the need to utilize Mountain View Corridor for trips that would otherwise be local in nature. Adjacent to the 7800 South Connector is a project that will be built by Garbett Homes. It will include a walking/jogging/biking path that will give West Jordan City residents an opportunity to travel in a way where they don't have to use the road. These residents could use the trail to walk or bike to retail, job centers and medical facilities.

**Project Cost**

**Funding Uses/Expenses**

**Requested Funds**

**Other Funds**

**Total**

Project Costs	\$ 1,500,000.00	\$ 0.00	\$ 1,500,000.00
<b>Total</b>	<b>\$ 1,500,000.00</b>	<b>\$ 0.00</b>	<b>\$ 1,500,000.00</b>

**Documents**

**Documents Requested \***  
Additional information.

Required? **Attached Documents \***

*\* ZoomGrants™ is not responsible for the content of uploaded documents.*

Application ID: 96222

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**Exhibit I**

*(to Project Participation Agreement)*

*INTERLOCAL COOPERATION AGREEMENT between  
SALT LAKE COUNTY and CITY OF WEST JORDAN,  
dated February 14, 2018*

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 18-25

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST JORDAN CITY AND SALT LAKE COUNTY FOR 6200 WEST NEW STREET CONSTRUCTION AND THE 8600 SOUTH FLYOVER BRIDGE

Whereas, the City Council of the City of West Jordan has reviewed the Agreement between the City of West Jordan and Salt Lake County, (a copy of which is attached as Exhibit A) for the reimbursement of up to \$3,200,000.00 in County Transportation Funds to West Jordan City for the purpose of the 6200 West new street construction and the 8600 South flyover bridge projects; and

Whereas, the City Council of the City of West Jordan desires that the aforementioned Interlocal Agreement be executed by the Mayor and Salt Lake County, and

Whereas, the Mayor is authorized to execute this agreement.


NOW, THEREFORE IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized and directed to execute the Interlocal Cooperation Agreement for the reimbursement of \$3,200,000.00 from County Transportation Funds to West Jordan City for the 6200 West new street construction and the 8600 South flyover bridge project.

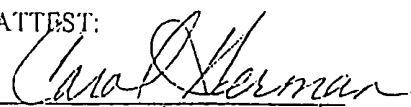
Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 14<sup>th</sup> day of February 2018.

CITY OF WEST JORDAN

  
\_\_\_\_\_  
Jim Riding  
Mayor

ATTEST:

  
\_\_\_\_\_  
CAROL HERMAN  
City Recorder, DEPUTY



Voting by the City Council

Council Member Alan Anderson  
Council Member Dirk Burton  
Council Member Zach Jacob  
Council Member Chad R. Lamb  
Council Member Chris McConnehey  
Council Member Kayleen Whitelock  
Mayor Jim Riding

"AYE"

"NAY"

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

CITY OF WEST JORDAN

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "County") and the CITY OF WEST JORDAN, a municipal corporation of the State of Utah (the "City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The County and the City are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2017 General Session, the State Legislature enacted Section 63B-27-102 of the Utah Code as part of Senate Bill 277. Pursuant to Section 63B-27-102, the State of Utah issued General Obligation Bonds and provided \$47,000,000 of bond proceeds to the County for applicable transportation projects prioritized by the County in accordance with Subsection 63B-27-102(2) (hereinafter "County Transportation Funds").

C. The County desires to use the County Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Subsection 63B-27-102(2) and all other applicable federal, state and local laws, rules and regulations.

D. The County and the City now desire to enter into this Agreement providing for the transfer of up to Three Million Two Hundred Thousand Dollars and No Cents (\$3,200,000.00) of County Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the transportation projects described in the Project Descriptions attached hereto as Exhibit A (the "Projects"), so long as such costs are consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code.

## AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

### ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. Incorporation and Definitions. The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) Certificate of Grant Recipient: The Certificate of Grant Recipient attached hereto as **Exhibit B**.
- (b) County Transportation Funds: As defined in the Recitals above.
- (c) Event of Default: As defined in Section 6.1 below.
- (d) Event of Force Majeure: As defined in Section 7.4 below.
- (e) Maximum Reimbursable Amount: The amount specified for each Project in the Project Descriptions attached hereto as Exhibit A.
- (f) Project: A transportation project described in the Project Description.
- (g) Projects: The transportation projects described in the Project Description.
- (h) Project Descriptions: The project descriptions attached hereto as Exhibit A.
- (i) Project Element. A discrete portion of a Project.
- (j) Reimbursable Project Costs: Costs incurred by the City during the Reimbursement Term for each Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code and in accordance with the Certificate of Grant Recipient.
- (k) Reimbursement Term: The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount for each Project, (ii) the date this Agreement is terminated, or (iii) June 30, 2020, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the City setting forth the City's justification for such an extension.
- (l) Request for Disbursement: A statement from the City, in the form attached

hereto as Exhibit C, requesting an amount of Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

(m) Transportation Code: Utah Code Ann. §§ 72-1-101 *et seq.*

(n) Transportation Funds: As defined in Section 2.1 below.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Planning, Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

## ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds (hereinafter "Transportation Funds") to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for each Project, all on the terms and subject to the conditions of this Agreement. For the avoidance of doubt, unless otherwise agreed to in writing, the County will not disburse more than the Maximum Reimbursable Amount to the City for any one Project, even if the City seeks or is disbursed less than the Maximum Reimbursable Amount for any other Project.

2.2. Annual Status Update. Until each Project has been completed and Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) each Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30<sup>th</sup> each year.

2.3. Execution of Certificate of Grant Recipient. Concurrent with the execution of this Agreement, the City shall execute the Certificate of Grant Recipient attached hereto as Exhibit B.

## ARTICLE 3 — REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for each Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or



the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code, and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Descriptions, or any other information submitted to the County by the City, in making that determination.

#### **ARTICLE 4 – DISBURSEMENTS**

4.1. Conditions for Each Disbursement of Transportation Funds. The County will not be obligated to disburse Transportation Funds to the City to cover Reimbursable Project Costs for each Project unless and until the following conditions have been satisfied:

- (a) Documents to be Furnished for Each Disbursement. For each Project, the City has furnished to the County, for each and every disbursement:
- (1) a Request for Disbursement; and
  - (2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County

obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below.

## ARTICLE 5 — COVENANTS AND AGREEMENTS

### 5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or

pursuant to the Request for Disbursement.

(b) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(c) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

#### 4.2. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, for each Project over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no

*Amend  
in  
City/PO.  
Amount*

threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. The City shall use the Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

## ARTICLE 6 – DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further disbursement of Transportation Funds to the City; and/or

(b) Reduce the amount of any future disbursement of Transportation Funds to the City by the amount incurred by the County to cure such default; and/or

(c) Terminate this Agreement.

#### ARTICLE 7 — MISCELLANEOUS

7.1. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

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(a) The County has requested or intends to request an appropriation of Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(

(b) If Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time):

If to Salt Lake County: Department of Regional Transportation, Housing and  
Economic Development  
2001 South State, S2-100  
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney  
2001 South State, S3-600  
Salt Lake City, Utah 84190

If to the City: City of West Jordan's Current Address

7.6. Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County Ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the

right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.14. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

*[Intentionally Left Blank - Signature Page Follows]*



INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

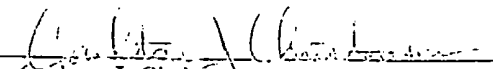
SALT LAKE COUNTY

By   
Mayor Ben McAdams or Designee

Dated: 11/9, 2017

*Approved by:*

DEPARTMENT OF REGIONAL PLANNING,  
HOUSING AND ECONOMIC DEVELOPMENT

By   
Carlton J. Christensen  
Department Director

Dated: November 1, 2017

*Approved as to Form and Legality:*

Digitally signed by

Stephen Barnes

Date: 2017.11.01

11:15:54 -06'00'

By \_\_\_\_\_  
Deputy District Attorney

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR CITY

CITY OF WEST JORDAN



By [Signature]  
Name: Jim Riving  
Title: Mayor  
Dated: 2.14.18, 20  

Attest:

[Signature]  
DEPUTY, City Recorder  
Date signed: 2-14-18

*Approved as to Form and Legality:*

CITY ATTORNEY

By [Signature] 10675  
Name: Paul Dodd  
Dated: 2.14.18, 20

**EXHIBIT A**  
Project Descriptions

**EXHIBIT A**  
Project Descriptions

**PROJECT DESCRIPTIONS  
for  
CITY OF WEST JORDAN**

1) **Project Title: 6200 West New Street Construction**

<b>Project Description:</b>	New street construction on 6200 West from 7800 South to 8200 South, with a minimum 70-foot right-of-way.
<b>Maximum Reimbursable Amount:</b>	\$1,500,000.00

2) **Project Title: 8600 South Flyover Bridge**

<b>Project Description:</b>	Design and construction of a flyer over bridge at 8600 South from 5600 West to 6000 West.
<b>Maximum Reimbursable Amount:</b>	\$1,700,000.00

**EXHIBIT B**  
Certificate of Grant Recipient

**EXHIBIT B**  
Certificate of Grant Recipient

## CERTIFICATE OF GRANT RECIPIENT

In connection with the issuance of the State of Utah's \$142,070,000 General Obligation Bonds, Series 2017 (the "*Bonds*") and pursuant to Section 63B-27-102, Utah Code Annotated 1953, as amended (the "*Utah Code*"), the Utah Department of Transportation ("*UDOT*") provided \$47,000,000 (the "*Transportation Funds*") to Salt Lake County, Utah (the "*County*") for applicable projects to be prioritized by the County pursuant to Section 63B-27-102(2) of the Utah Code.

Pursuant to the terms of the Interlocal Cooperation Agreement (the "*Agreement*") between the County and the City of West Jordan (the "*Recipient*") (DA Log No. 17-09762), the County has committed to provide up to Three Million Two Hundred Thousand Dollars and No Cents (\$3,200,000.00) of the Transportation Funds (the "*Grant*") to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project or projects described in the Agreement (the "*Project*" or "*Projects*"). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Grant and that the Grant will be used solely for the Project or Projects.

The Recipient hereby further (a) acknowledges that the Project or Projects will be treated as finance with the proceeds of tax-exempt bonds and (b) in order to maintain the tax-exempt status of the Bonds, agrees as follows:

- (i) no portion of the Grant plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any Private Business Use; and
- (ii) no user of the Project other than a state or local governmental unit will use the Project on any basis other than the same basis as the general public.

For purposes of the preceding sentence, "Private Business Use" means any use of the Project or Projects by any person other than a state or local government unit, including as a result of (a) ownership, (b) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (c) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project or Projects on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Project or Projects that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Project or Projects that is not available for use by the general public.

*(Signature page follows.)*

IN WITNESS WHEREOF, City of West Jordan, Utah has caused this certificate to be executed as of the day and year first above written.

RECIPIENT

By: J.R. [Signature]

Its: Mayor

Date: 2.14.18



ATTEST:  
Carol Hellman  
DEPUTY CITY ATTORNEY

**EXHIBIT C**  
Request for Disbursement Form

**EXHIBIT C**  
Request for Disbursement Form



## REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: City of West Jordan – Interlocal Agreement for Transportation Funds (DA Log No. 17-09762)

---

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the "Agreement") between the Salt Lake County (the "County") and the City of West Jordan (the "City") (DA Log No. 17-09762). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project to which this Request for Disbursement relates.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on Schedule 1 is attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City's representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County's review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in

Subsection 63B-27-102(2) of the Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

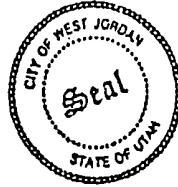
Dated this 14 day of FEBRUARY, 2018.

**CITY OF WEST JORDAN**

By: [Signature]

Name: JIM RISING

Title: MAYOR



ATTEST:  
[Signature]  
DEPUTY CITY CLERK

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**SALT LAKE COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1  
Reimbursable Project Costs (RPC) Request for Disbursement**

Project Title: \_\_\_\_\_

**Reimbursable Project Costs Request Detail:**

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by City</u>	<u>Reimbursable Project Cost Description</u>	<u>Requested Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>Total RPC Request</b>				<b>\$</b> _____

This portion above is to be filled out by the City.  
This portion below is to be filled out by the County.

**RPC Approved – This Request** \_\_\_\_\_  
**(plus) RPC Approved/Paid to Date** \_\_\_\_\_  
**Total Approved/Paid to Date** \_\_\_\_\_

**Maximum Reimbursable Amount** \_\_\_\_\_  
**(less) Total Approved/Paid to Date** \_\_\_\_\_  
**Remaining Transportation Funds** \_\_\_\_\_

\_\_\_\_\_ Approving Signature by County

**Exhibit J**  
*(to Project Participation Agreement)*

*Invitation for Bids ("IFB")*

CITY OF WEST JORDAN, UTAH

**CONTRACT DOCUMENTS FOR  
FALL WATER DRIVE PROJECT**

PROJECT NO. RD-18-15

JUNE 2018



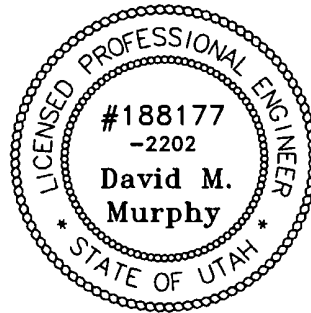
CITY OF WEST JORDAN  
8000 S. Redwood Road  
West Jordan, UT 84088

## ACKNOWLEDGEMENT

These specifications have been prepared under the direction of the following engineers, licensed by the State of Utah:

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(David Murphy P.E.), Civil Engineer



The City of West Jordan has reviewed these documents for compliance with its' standards and specifications:

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David Murphy, P.E., Capital Projects Manager

---

Justin Stoker, P.E., Deputy Public Works Director

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\*See City Exceptions to Specifications located in Contract Technical Specifications



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**CITY OF WEST JORDAN**  
8000 S. Redwood Road  
West Jordan, Utah

**NOTICE INVITING BIDS**

For constructing

**FALL WATER DRIVE PROJECT**  
Project No. RD-18-15

For the  
**CITY OF WEST JORDAN**  
8000 S. Redwood Road  
West Jordan, Utah

**N-1 NOTICE IS HEREBY GIVEN** that sealed bids will be received at the office of the City Recorder for the construction of the Fall Water Drive Project RD-18-15, and all appurtenant work, in strict accordance with the Contract Documents on file at the office of the Director of Public Works.

**N-2 DATE OF OPENING BIDS:** Bids will be received at the office of the City Recorder until 2:00 p.m. on July 26, 2018 at which time they will be opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside "Bid for the Fall Water Drive Project RD-18-15".

**N-3 LOCATION OF THE WORK:** The Work to be constructed is located along Fall Water Drive from 8100 South to 7800 South in West Jordan, Utah as shown on the project map located in Appendix A.

**N-4 DESCRIPTION OF THE WORK:** The Work comprises the construction of roadway improvements including curb, gutter, median, sidewalk, pedestrian ramps, concrete park strip, granular borrow, aggregate base, asphalt concrete, street lighting, street marking, raising utilities and monument lids as well as the construction of landscaping and irrigation improvement.

**N-5 COMPLETION OF WORK:** Time is of the essence. The Work must be completed within 90 calendar days after the commencement date stated in the Notice to Proceed.

**N-6 BID SECURITY:** Each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 5 percent of the total bid price, payable to the City. If the Bid is accepted, bidder will promptly obtain the required Bonds and Insurance and will prepare the required submittal documents and execute the Agreement.

**N-7 BIDS TO REMAIN OPEN:** The Bidder shall guarantee the Total Bid Price for a period of 60 calendar days from the date of Bid opening.

**N-8 CONTRACTOR'S LICENSE CLASSIFICATION:** The City has determined the Contractor shall possess the following contractor licenses: Utah General Contractor License. Failure to possess the specified licenses shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award.

**N-9 BIDDER'S LICENSING STATEMENT:** The Bidder shall list in the bid, his or her contractor's license number and date of expiration of the contractor's license.

**N-10 FEDERAL NON-DISCRIMINATION PROVISION:** Bidders on this Work shall be required to comply with the President's Executive Order No. 11246. The requirements for bidders and contractors under this order are set forth in the Contract Documents.

**N-11 PRE-BID VISIT TO WORK SITE:** Prospective bidders are advised that a pre-bid walk through of the proposed work site will not be conducted by the City. Bidders are encouraged to visit the site and become familiar with existing site conditions.

**N-12 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** Each bidder may obtain said contract documents by e-mailing Purchasing at [paulwe@wjordan.com](mailto:paulwe@wjordan.com), please include your full name, company name, address, phone and fax number; an electronic copy of the bid documents will be e-mailed. To view a plan holder's list visit [www.wjordan.com](http://www.wjordan.com) under procurements.

Alteration of the bid documents is prohibited. The City of West Jordan is not responsible for content that is duplicated, copied, distributed, disseminated, published or forwarded by others. Use of the bid documents or any part thereof, for construction other than the intended project is prohibited; any such user shall be solely liable for such use.

**N-13 ADDRESS AND MARKING OF BIDS:** The envelope enclosing the Bid shall be sealed and addressed to the City, and shall be delivered or mailed to the City Recorder. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid for the Fall Water Drive Project RD-18-15" followed by the title of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

**N-15 PROJECT ADMINISTRATION:** All communications relative to this Work shall be directed to the Project Manager at the address indicated below prior to opening of Bids. All questions relating to interpretation of the Contract Documents or products must be submitted in writing at least 7 days prior to the opening of bids, and responses will be in the form of written addenda to the Contract Documents. Questions submitted after this time period will not be answered.

City of West Jordan  
David Murphy  
Engineering Department  
8000 S. Redwood Road  
West Jordan, UT 84088  
Telephone (801) 569-5074

**BY ORDER OF CITY OF WEST JORDAN**

Date \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF WEST JORDAN

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Wendell Rigby  
Director of Public Works  
City of West Jordan,  
State of Utah

Published: Salt Lake Tribune/Deseret News

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**CITY OF WEST JORDAN**  
**INSTRUCTIONS TO BIDDERS**

**1. DEFINED TERMS** - Terms used in these Instructions to Bidders and the Notice Inviting Bids, which are defined in the General Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the City, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Engineer or Architect" is further defined in the Supplementary General Conditions."

**2. COMPETENCY OF BIDDERS** - In determining a responsible Bidder, consideration will be given to the quality, fitness and capacity of the Bidder which include, but are not limited to, financial standing and the general competency of the Bidder for the performance of the Work covered by the Bid. In selecting a responsible Bidder, consideration will be given, but not limited to the following:

(a) The Bidder's financial standing.

(b) The Bidder's general competence for performance of Work;

(c) The Bidder's Bid, Bid Schedule and General Information bound herein. Bidder shall submit evidence by written Prime Contractor's certified statement listing projects, owners, descriptions, values and completion dates showing that Bidder has provided similar services required pursuant to these Bidding Documents in at least three projects in the last three years.

(d) Bidders may be required to present satisfactory evidence that Bidder has been regularly engaged in the business, or are reasonably familiar therewith, and that Bidders are fully prepared with the necessary capital, materials and machinery to complete the Work, to the satisfaction of the City.

(e) The Bidder shall furnish the City any further information for the above purposes as may be requested by the City.

(f) At the time of the opening bid. Bidder must hold a valid Contractor's license in the State of Utah for the classifications named in the Notice Inviting Bids.

**3. DISQUALIFICATION OF BIDDERS** - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. Bidder shall check for addenda on the City website at: <http://www.wjordan.com/CityClerk.aspx?pgID=3.4.3.5>. If the bidder fails to acknowledge all addenda published for this project, his bid will be considered non-responsive and will be rejected. If the City believes that collusion exists among the Bidders, all Bids will be rejected.

**4. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE** - (a) It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract

Documents; and notify the Engineer or Architect of all conflicts, errors, or discrepancies noted in the Contract Documents.

(b) Reference is made to the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer or Architect in the preparation of the Contract Documents. Although such reports are not a part of the Contract Documents, the Bidder may rely upon the accuracy of the technical data contained in such reports. However, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

(c) Copies of such reports and drawings will be made available for inspection by the City to any Bidder upon request. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in the Supplementary General Conditions, may be incorporated therein by reference.

(d) Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer or Architect by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions or the Section entitled "Protection and Restoration of Existing Facilities" of the technical specifications.

(e) Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Articles 4.2 and 4.3 of the General Conditions of the Contract.

(f) Before submitting a Bid, each Bidder must, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

(g) Where feasible, upon request in advance, the City will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration and test holes made by the Bidder and shall clean up and restore the site to its former condition upon completion of such exploration.

(h) The lands upon which the Work is to be performed, the rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easement for permanent structures or permanent changes in existing structures will be obtained and paid for by the City unless otherwise provided in the Contract Documents.

(i) The submittal of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 4, herein, entitled: "Bidder's Examination of Contract Documents and the Site"; that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.

**5. INTERPRETATIONS** - All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer or Architect. Interpretations or clarifications considered necessary by the Engineer or Architect in response to such questions will be resolved by the issuance of Addenda mailed or delivered to all parties recorded by the Engineer or Architect or the City as having received the Contract Documents. Questions received less than 7 days prior to the date of opening Bids may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

**6. BID SECURITY, BONDS, AND INSURANCE** - Each Bid shall be accompanied by a certified or cashier's check or approved Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the City and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. Each of said bonds shall be in the amount stated in the Supplementary General Conditions. In case of refusal or failure of the Bidder to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

**7. RETURN OF BID SECURITY** - Within 14 days after award of the Contract, the City will return all bid securities accompanying such of the Bids that are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed or until the time required for bids remains open. They will then be returned to the respective Bidders whose Bids they accompany.

**8. BID FORM** - The Bid shall be made on the Bid Schedule sheets attached herein. In the event there is more than one Bid Schedule, the Bidder may Bid on any individual schedule or on any combination of schedules. The envelope enclosing the sealed bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR," followed by the title of the Contract Documents for the Work, the name of the "City of West Jordan," the address where the bids are to be delivered or mailed, and the date and hour of opening of bids. The Bid Security shall be enclosed in the same envelope with the Bid.

**9. SUBMITTAL OF BIDS** - The Bids shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Bids will not be accepted after the appointed time for opening of bids, no matter what the reason.

#### **9.1 Protected Information**

- (a) The Government Records Access and Management Act (GRAMA)  
Utah Code Ann., Subsection 63G-2-305,

GRAMA provides that trade secrets, commercial information or non-individual financial information

To protect information under a Claim of Business Confidentiality may be protected by submitting a Claim of Business Confidentiality., the bidder must:

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to West Jordan, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative Materials submitted may be returned only at West Jordan's option.

**10. DISCREPANCIES IN BIDS** - In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the schedule, and failure to do so may render the Bid as non-responsive and may cause its rejection. In the event that there are unit price Bid Items in a Bid Schedule and the "amount" indicated for a unit price Bid Item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by such correction. In the event that there is more than one Bid Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of prices Bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

## **11. QUANTITIES OF WORK**

**11.1 General:** (a) The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of work or material will correspond therewith.

(b) In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit prices established for such work under the Contract Documents; provided, that increases of more than 25 percent, decreases of more than 25 percent, and eliminated items shall be adjusted as provided in Article 10 of the General Conditions.



**12. WITHDRAWAL OF BID** - The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.

With respect to Bids which are withdrawn after the scheduled closing time for receipt of Bids, before the City will consent to a withdrawal of the Bid, a consent charge of \$2,000.00 must be paid to the City by the withdrawing Bidder for reimbursement of the City's administrative costs of review of the documents, evidence and other factors.

**13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS** - Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures. Alternative Bids will not be considered unless expressly called for in the Notice Inviting Bids. Oral, telegraphic, or telephone Bids or modifications will not be considered.

**14. LIQUIDATED DAMAGES** - Provisions for liquidated damages, if any, shall be as set forth in the Agreement.

**15. SUBSTITUTE OR "OR-EQUAL" ITEMS** - The Work, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Technical Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer or Architect, application for such acceptance will not be considered by the Engineer or Architect until after the Effective Date of the Agreement. The procedure for submittal of any such application by the Contractor and consideration by the Engineer or Architect is set forth-in Section 01300 entitled: "Contractor Submittals" of the Technical Specifications.

**16. AWARD OF CONTRACT** - Award of Contract, if it be awarded, will be based primarily on the lowest overall cost to the City, and will be made to a responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open, unless extended by mutual agreement of the bidders. Any or all bids may be rejected, in whole or in part, when it is determined to be in the best interests of the City.

Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is contained in more than one Bid Schedule, the City may award schedules individually or in combination. In the case of 2 or more Bid Schedules, which are alternative to each other, only one of such alternative schedules will be awarded.

**17. EXECUTION OF AGREEMENT** - The Bidder to whom award is made shall execute a written Agreement with the City on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 14 days after receipt of the agreement forms from the City. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award and forfeiture of the Bid Security. If the lowest responsive, responsible bidder refuses or fails to execute the Agreement, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the City may award the Contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or

third lowest Bidder to execute the Agreement, each such bidder's Bid Security shall be likewise forfeited to the City.

**18. WORKER'S COMPENSATION REQUIREMENT** - The Bidder should be aware that in accordance with laws of the State of Utah, the Bidder shall, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Worker's Compensation Certification.

**\*\*\* END OF INSTRUCTIONS TO BIDDERS \*\*\***

**PART I**

**BIDDING AND AGREEMENT FORMS AND BONDS**

**BID**

**BID TO: CITY OF WEST JORDAN, UTAH**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into Agreement with the City in the form included in the Contract Documents (as defined in Article 4 of the Agreement) to perform the Work as specified or indicated in said Contract Documents entitled:

**FALL WATER DRIVE PROJECT – PROJECT NO. RD-18-15**

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and Permits required by the Contract Documents.

Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of which is hereby acknowledged):

Number _____	Date _____
Number _____	Date _____
Number _____	Date _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work, the site, the locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

In conformance with current statutory requirements of the State of Utah, the Bidder shall be insured against liability for worker's compensation before commencing the performance of the work of this contract.

Bidder agrees to all the foregoing, including all Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Equipment or Material Proposed, Bidder's General Information, and Bid Bond contained in these Bid Forms, and said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Lump Sum or Unit Bid Price(s) named in the afore-mentioned Bid Schedule(s).

Dated: \_\_\_\_\_ Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

**BID SCHEDULE**  
Schedule of Prices for Construction of  
**FALL WATER DRIVE PROJECT**  
**PROJECT NO. RD-18-15**

In West Jordan, Utah

- A. Bid includes all materials, labor, and incidental items associated with the proposed improvements. Refer to Section 01 29 00, Measurement and Payment for additional information.

**SCHEDULE NO.1; BASE BID**

<b>Item No.</b>	<b>Description of Unit Price Work</b>	<b>Quantity Unit</b>	<b>Unit Price</b>	<b>Amount</b>
1	Progress Schedule	1 Lump Sum		
2	Mobilization	1 Lump Sum		
3	Quality Control	1 Lump Sum		
4	Traffic Control	1 Lump Sum		
5	Construction Surveying	1 Lump Sum		
6	Erosion Control	1 Lump Sum		
	<b>Roadway Improvements</b>			
7	Site Clearing – Site Clearing (Clear and Grub)	1 Lump Sum		
8	Pavement Demolition – Asphalt Concrete Pavement	700 Square Feet		
9	Roadway Excavation (assuming 18” cut)	9,000 Cubic Yards		
10	Roadway Fill (assuming 6” min. fill)	4,480 Cubic Yards		
11	Furnish and Install Geotextile Fabric	154,488 Square Feet		
12	Furnish and Install Asphalt Concrete Pavement PG64-28 DM – 1/2,	1,867 Tons		
13	Furnish and Install Select Fill – Untreated Base Coarse	4,768 Cubic Yards		
14	Furnish and Install Granular Borrow	5,722 Cubic Yards		
15	Furnish and Install Concrete Curb and Gutter (Type A)	6,588 Lineal Feet		
16	Furnish and Install Concrete Curb – 15 inch Mountable	413 Lineal Feet		

UNIT PRICE BID SCHEDULE  
BID FORMS- PAGE 2

Item No.	Description of Unit Price Work	Quantity Unit	Unit Price	Amount
17	Furnish and Install Concrete Curb – Type B5	420 Lineal Feet		
18	Furnish and Install Concrete Curb – 6 inch Raised	724 Lineal Feet		
19	Furnish and Install Concrete Truck Apron– (8" thick)	3817 Square Feet		
20	Furnish and Install Concrete Park Strip (pork chop areas)	2000 Square Feet		
21	Furnish and Install 5' Concrete Sidewalk	15,315 Square Feet		
22	Furnish and Install 8' Concrete Sidewalk	5,592 Square Feet		
23	Furnish and Install Pedestrian Access Ramp / Bike Ramps	29 Each		
24	Furnish and Install Plowable End Section	6 Each		
25	Furnish and Install Street Monuments	5 Each		
26	Install Water Valve Lids / Collars	18 Each		
27	Install Manhole Lids and Collars	21 Each		
28	Install Inlet Covers	35 Each		
29	Furnish and Install Street Lights	23 Each		
30	Furnish & Install 2" PVC power conduits	1,110 Lineal Feet		
31	Furnish & Install 3" PVC irrig. sleeves	150 Lineal Feet		
32	Furnish & Install 4" PVC irrig. sleeves	50 Lineal Feet		
33	Furnish & Install 6" PVC irrig. sleeves	150 Lineal Feet		
34	Furnish and Install Signs	105 Each		
35	Furnish and Install Traffic Lines and Markings	1 Lump Sum		

Total Schedule No. 1; Base Bid = \$ \_\_\_\_\_

UNIT PRICE BID SCHEDULE  
BID FORMS- PAGE 3

BK 10703 PG 2823

**BID ALTERNATE A; LANDSCAPING**

<b>Item No.</b>	<b>Description of Unit Price Work</b>	<b>Quantity Unit</b>	<b>Unit Price</b>	<b>Amount</b>
A1	Furnish and Install Irrigation System - Complete	1 Lump Sum		
A2	Furnish & Install Landscaping - Complete	1 Lump Sum		

Total Bid Alternate A; Base Bid = \$ \_\_\_\_\_

Total Schedule No. 1 = \$ \_\_\_\_\_

Total Schedule No. 1 + ADD ALTERNATE A = \$ \_\_\_\_\_

The owner reserves the right to increase, decrease or to entirely eliminate any of the bid items or bid schedules as it is determined to be in the best interest of the owner.

END DOCUMENT

**INFORMATION REQUIRED OF BIDDER**

**LIST OF SUBCONTRACTORS**

The Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of \$2,000.00, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. The Bidder's attention is directed to the provisions of Article 6.1 of the Supplementary General Conditions, entitled: "Subcontract Limitations," which stipulates the percentage of the Work to be performed with the Bidder's own forces. Failure to comply with this requirement will render the Bid as non-responsive and may cause its rejection.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name and Address
1. _____	_____	_____	_____ _____
2. _____	_____	_____	_____ _____
3. _____	_____	_____	_____ _____
4. _____	_____	_____	_____ _____
5. _____	_____	_____	_____ _____
6. _____	_____	_____	_____ _____
7. _____	_____	_____	_____ _____
8. _____	_____	_____	_____ _____



**BIDDER'S LICENSING STATEMENT  
TO BE SUBMITTED WITH BID**

BIDDER'S ATTENTION IS DIRECTED TO THE FACT THAT FAILURE TO COMPLETE AND SIGN THE FOLLOWING CERTIFICATION WILL RESULT IN REJECTION OF YOUR BID.

State of Utah )  
 ) ss.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, certify the accuracy of the following representations:

Contractor's License Number \_\_\_\_\_

License Expiration Date \_\_\_\_\_

The undersigned hereby certifies, under penalty of perjury, that the foregoing licensing statement truly indicates the present status of the Bidder's valid Utah Contractor's license held by the undersigned at the time of submittal of the accompanying bid.

Bidder \_\_\_\_\_  
Print or type licensee's name

By \_\_\_\_\_  
Signature of licensee, Responsible Managing Officer

STATE OF \_\_\_\_\_ )  
 :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, \_\_\_\_\_ who being by me duly sworn did say that he is the \_\_\_\_\_ of \_\_\_\_\_ a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_ Residing in \_\_\_\_\_ County, \_\_\_\_\_

City of West Jordan  
WJC0435 Bidders license doc-May 31, 2018  
All Projects

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

\_\_\_\_\_, being first duly sworn, deposes and says that: (1) he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid; (2) that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; (3) that the bid is genuine and not collusive or sham; (4) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a sham bid or to refrain from bidding; (5) that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price of the bidder or of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; (6) that all statements contained in the bid are true; and (7), that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Responsible Managing Officer \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, \_\_\_\_\_ who being by me duly sworn did say that he is the \_\_\_\_\_ of \_\_\_\_\_ a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing in \_\_\_\_\_ County, \_\_\_\_\_



**BIDDER'S GENERAL INFORMATION**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 8 will cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e. Items 1 through 9, inclusive) is provided to the City.

1. BIDDER'S name and street address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Responsible Managing Officer (RMO) or Responsible Managing Employee (RME)

\_\_\_\_\_  
RMO or RME E-mail address \_\_\_\_\_

2. BIDDER'S telephone number and fax number:

Phone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

3. CONTRACTOR'S license: Primary Classification \_\_\_\_\_

State License Number \_\_\_\_\_

Supplemental license classifications: \_\_\_\_\_

Name of licensee and RMO or RME.

\_\_\_\_\_

4. Name of person who inspected the site of the proposed Work for the Bidder:

Name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_

5. Surety Company and Agent who will provide the required Bonds on this Contract:

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Surety Company Agent \_\_\_\_\_

Telephone Numbers: Agent (    ) \_\_\_\_\_ Surety (    ) \_\_\_\_\_

**BIDDER'S GENERAL INFORMATION (Continued)**

- 6. ATTACH TO THIS BID the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.
- 7. PROVIDE IF REQUESTED a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.
- 8. ATTACH TO THIS BID a list of 3 projects completed within the last 3 years involving work of similar type and complexity, listing the following data for each project:

(1) Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contract Price \_\_\_\_\_

Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative

\_\_\_\_\_  
\_\_\_\_\_

(2) Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contract Price \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Completion Date \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative

\_\_\_\_\_  
\_\_\_\_\_

(3) Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Contract Price \_\_\_\_\_

Description of Project \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completion Date \_\_\_\_\_

Name, Address, and Telephone Number of Owner's Representative

\_\_\_\_\_

\_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal,

and \_\_\_\_\_ as Surety, are held and firmly bound

unto City of West Jordan, hereinafter called the "City" in the sum of \_\_\_\_\_

\_\_\_\_\_ dollars

(not less than 5 percent of the total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under the bid schedule of the Contract Documents entitled:

**FALL WATER DRIVE PROJECT – PROJECT NO. RD-18-15**

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

(Principal)

\_\_\_\_\_ (SEAL)

(Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY)

By: \_\_\_\_\_  
(Signature)

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_<sup>th</sup> day of \_\_\_\_\_ in the year 2018, by and between the City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and \_\_\_\_\_ hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - THE WORK**

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

#### **FALL WATER DRIVE PROJECT, RD 18-15**

The Work is generally described as follows: The Work comprises the construction of roadway improvements including curb, gutter, median, sidewalk, pedestrian ramps, concrete park strip, granular borrow, aggregate base, asphalt concrete, street lighting, street marking, raising utilities and monument lids as well as the construction of landscaping and irrigation improvement.

### **ARTICLE 2 - COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed within 90 calendar days from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$1000.00** for each calendar day that expires after the time specified above.

### **ARTICLE 3 - CONTRACT PRICE**

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of \$\_\_\_\_\_ in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

### **ARTICLE 4 - THE CONTRACT DOCUMENTS**

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

### **ARTICLE 5 - PAYMENT PROCEDURES**

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.



**ARTICLE 6 - NOTICES**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

**ARTICLE 7 - MISCELLANEOUS**

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** The bidder, offeror, or contactor represents that it has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

**IN WITNESS WHEREOF,** the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

**CITY OF WEST JORDAN, UTAH**

By:  
  
\_\_\_\_\_

Mayor

City of West Jordan  
Public Works Department  
8000 South Redwood Road  
West Jordan, Utah 84088

Attest:  
  
\_\_\_\_\_

City Recorder  
Address for giving Notice:

Approved as to Legal Form:  
  
\_\_\_\_\_

City Attorney

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving Notice:

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,

\_\_\_\_\_

\_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_ County, \_\_\_\_\_

**WORKER'S COMPENSATION CERTIFICATE**

I am aware that every employer in the State of Utah is required to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of Utah Law, and I will fully comply with such provisions before commencing the performance of the work of this contract. I will provide evidence of the above-mentioned insurance.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \* \_\_\_\_\_, hereinafter called Principal, and  
\*insert "state of incorporation", " corporation", "partnership", or "individual"

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of West Jordan  
8000 S. Redwood Rd.  
West Jordan, UT 84088

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto  
attached and made a part hereof for the construction of:

**FALL WATER DRIVE PROJECT – PROJECT NO. RD-18-15**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,  
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any  
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during  
the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such  
contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it  
may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense  
which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to  
remain in full force and effect.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the contract or to the WORK to be performed  
thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the  
BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the  
terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.  
IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be  
deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(Seal)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)

BY: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

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

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That

\_\_\_\_\_, a Utah Corporation  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \* \_\_\_\_\_, hereinafter called Principal, and  
\*insert "state of incorporation", "corporation", "partnership", or "individual"

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of West Jordan  
8000 S. Redwood Rd.  
West Jordan, UT 84088

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached  
and made a part hereof for the construction of:

**FALL WATER DRIVE PROJECT – PROJECT NO. RD-18-15**

**NOW, THEREFORE**, if the Principal shall promptly make payment to all person, firms,  
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the  
WORK provided for in such contract, and any authorized extension or modification thereof, including all  
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools,  
consumed or used in connection with the construction of such WORK, and all insurance premiums on said  
WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this  
obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the Surety for value received hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder  
or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it  
does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the  
contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the CONTRACTOR shall abridge  
the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_ counterparts, each one of which shall be  
deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(Seal)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Address)

BY: \_\_\_\_\_

(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

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



**NOTICE OF INTENT TO AWARD**

		Date:
To:	Owner:	
	City of West Jordan	
	Engineering Department	
	8000 S. Redwood Road	
	West Jordan, Utah 84088	
	Attn:	
Reference:	Project:	

You are hereby notified that your Bid dated \_\_\_\_\_ for the above Contract has been reviewed by City staff and that we will be making a recommendation to the City Council of the City of West Jordan to award the Contract for this project to you. You are the apparent successful bidder; however, actual award of the project is only finalized by approval of the City Council in a regularly scheduled meeting of the City Council.

The purpose in providing you with this Notice of Intent to Award is to satisfy any of your insurance and/or bonding companies who need such a Notice in order to process their documents. City staff will not process a request to approve this Contract and issue a Notice of Award until the following documents have been provided:

1. You must deliver to the City a fully executed counterpart of the Agreement.
2. You must deliver at least one set of the original Payment Bond, Performance Bond, and Insurance Certificate as specified in the Instructions to Bidders, the General Conditions (Article 5), and the Supplementary General Conditions.

You must comply with the following conditions precedent within 10 days of the date of this Notice of Intent to Award; that is, by: \_\_\_\_\_.

Failure to comply with these conditions within the time specified will entitle the City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within 10 days after you comply with the foregoing conditions, the City will return to you one fully executed counterpart of Contract Documents.

CITY OF WEST JORDAN

By Maureen Casper  
Title Contracts Administrator





## NOTICE OF AWARD

	Date:
To:	Owner: City of West Jordan Engineering Department 8000 S. Redwood Road West Jordan, Utah 84088 Attn:
Reference:	Project:

You are hereby notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the above-named project.

The Bid Price of your contract is \$ \_\_\_\_\_

You must comply with the following conditions within 10 days of the date of this Notice of Award.

1. You must prepare to attend a pre-construction meeting with the City.
2. You must prepare all needed submittals to begin construction.
3. You must prepare and submit to the Engineer or Architect a Preliminary CPM Construction Schedule, with verifiable job logic, per the provisions of Section 01 32 16 Bar Chart Schedule and Section 01 33 00 Contractor Submittals.

Failure to comply with these conditions within the time specified will entitle the City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

CITY OF WEST JORDAN

By , Project Manager



**NOTICE TO PROCEED**

		Date:
To:	Owner:	
Attn:	City of West Jordan Engineering Department 8000 S. Redwood Road West Jordan, Utah 84088	
Reference:	Attn:	
	Project:	

You are hereby notified that the Contract Time under the above Contract will commence to run on: \_\_\_\_\_.

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the provisions for "Beginning and Completion of the Work" in the section of the technical specifications entitled, "Summary of Work" the Time or Date of Completion is: 90 calendar days after the date of commencement of the Work specified above, or not later than \_\_\_\_\_.

Article 2 of the Agreement provides for an assessment of liquidated damages for each and every calendar day after the above established contract completion date that the Work remains incomplete at the rate of: **\$1,000.00 per day**

Before you start any Work at the site, the Contractor is required to have studied the Contract Documents and verified figures and field dimensions, and must report any observed errors or discrepancies to the Project Manager.

Also, before you may start any Work at the site, you must:

- Submit complete material specification documents for all components of the project for review and approval.
- Submit to the Engineer or Architect the Proposed CPM Schedule called for in Section 01 33 00 "Contractor Submittals" and Section 01 32 16 Bar Chart Schedule."

CITY OF WEST JORDAN

**By: Greg Davenport, P.E.**  
**Title: Project Manager**



**CHANGE ORDER**

<b>Project:</b>		<b>No.:</b>
<b>Project No.:</b>	<b>Orig. Contract Amt.:</b>	<b>Page 1 of</b>
<b>Contractor:</b>	<b>Prev. Appvd. Changes \$</b>	<b>Days:</b>
<b>Owner: City of West Jordan</b>	<b>This Change:</b>	<b>Days:</b>
<b>City's Res. Project Rep.:</b>	<b>Revised Contract Amt: \$</b>	<b>Days:</b>
<b>Engineering Inspector:</b>	<b>Total Change Order %</b>	

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order Items for a lump sum price agreed upon between the Contractor and City of West Jordan, otherwise referred to as Owner.

Description of Changes	Increase in Contract Amount (\$)	(Decrease) in Contract Amount (\$)	Contract Time Extension (days)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Totals			
<b>Net Change in Contract Amount (Increase or Decrease)</b>			

The amount of the Contract will be **increased / decreased** by the sum of \$ and the contract time shall be extended by 0 calendar days. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of that directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement to the Contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

RECOMMENDED: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Engineer)

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Contractor)

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Contracts Administrator)

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Director of Public Works)

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
(City Manager)

## CHANGE ORDER

### INSTRUCTIONS

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#### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect Price or Time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

#### B. COMPLETING THE CHANGE ORDER FORM

Engineer or Architect initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer or Architect has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. The Engineer or Architect should make distribution of executed copies after approval by Owner.

If a change only applies to price or to time, cross out the part of the tabulation that does not apply.

  
**WEST  
JORDAN**  
UTAH  
**WORK DIRECTIVE CHANGE**

No. \_\_\_\_\_

Project:

Date of Issuance:

Contractor:

City of West Jordan  
8000 South Redwood Road  
West Jordan, UT 84088

Engineer / Architect:

Contract For:

---

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments: (list documents supporting change)

---

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s):

Method of determining change in Contract Price:

- Time and Materials
- Unit Prices
- Cost plus fixed fee
- Other \_\_\_\_\_

Estimated increase (decrease) in Contract Price:

\$ \_\_\_\_\_  
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

---

RECOMMENDED:

By \_\_\_\_\_

Engineer

Method of determining change in Contract Time:

- Contractor's records
- Engineer's records
- Other \_\_\_\_\_

Estimated increase (decrease) in Contract Time:

\_\_\_\_\_ days. If the change involves an increase, the estimated time is not to be exceeded without further authorization.

---

CITY OF WEST JORDAN

By \_\_\_\_\_

Title \_\_\_\_\_

**WORK DIRECTIVE CHANGE  
INSTRUCTIONS**



---

**A. GENERAL INFORMATION**

This document was developed for use in situations involving changes in the Work, which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Time. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order. For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Time, a Field Order may be used.

**B. COMPLETING THE WORK DIRECTIVE CHANGE FORM**

Engineer or Architect initiates the form, including a description of the items involved and attachments. Based on conversations between Engineer or Architect and Contractor, Engineer or Architect completes the following:

**METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE:** Mark the method to be used in determining the final cost of Work involved and the net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Directive Change must be issued to change the price or Contractor may stop the changed Work when the estimated price is reached. If the Work Directive Change is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

**METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME:** Mark the method to be used in determining the change in Contract Time and the estimated increase or decrease in Contract Time. If the change involves an increase in the Contract Time and the estimated time is approached before the additional or changed Work is completed, another Work Directive Change must be issued to change the time or Contractor may stop the changed Work when the estimated time is reached. If the Work Directive Change is not likely to change the Contract Time, the space for estimated increase (decrease) should be marked "Not Applicable".

Once the Engineer or Architect has completed and signed the form, all copies should be sent to Owner for authorization because Engineer or Architect alone does not have authority to authorize changes in Price or Time. Once authorized by Owner, a copy should be sent by Engineer or Architect to Contractor.

Once the work covered by this directive is completed or final cost and time determined, Contractor should submit documentation for inclusion in a Change Order.

**THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIME. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.**



**NOTICE OF COMPLETION**

		Date:
To:	Owner:	
	City of West Jordan	
	Engineering Department	
	8000 S. Redwood Road	
	West Jordan, Utah 84088	
	Attn:	
Project:		

The work performed under this contract has been inspected by authorized representatives of the City, Contractor, and Engineer or Architect, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the City and declared to be substantially completed on the above date.

Completion of the Work shall be the date of such acceptance of the Work by the City. Completion shall mean substantial performance of the contract as such is defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

A list of all items remaining to be completed or corrected is appended hereto. All such work shall be completed or corrected to the satisfaction of the City within \_\_\_\_\_ calendar days after the Notice of Completion date; otherwise the Contractor does hereby waive any and all claims to all monies withheld by the City under the Contract to cover the value of such uncompleted or uncorrected items.

By: \_\_\_\_\_  
(Engineer/Architect)

By: \_\_\_\_\_  
(Authorized Representative/Date)

The Contractor hereby accepts the above Notice of Completion and agrees to complete and correct all of the items on the appended list within \_\_\_\_\_ calendar days or waives all rights to any monies withheld therefore.

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Authorized Representative/Date)

The City accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at \_\_\_\_\_, on \_\_\_\_\_. The City will assume the responsibility for heat, utilities, security, and insurance under the Contract Documents after that date.

FOR CITY OF WEST JORDAN

By \_\_\_\_\_  
(Authorized Representative/Date)

REMARKS

There are no additional items to be completed under this contract.



**CONTRACTOR'S  
CERTIFICATION  
OF COMPLETION**

		Date:
To:	Project:	
Attention: Resident Project Representative		
From:	Project No:	
	Contract No.:	
	Owner:	

This is to certify that I, \_\_\_\_\_ am an authorized official of \_\_\_\_\_ working in the capacity of \_\_\_\_\_ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

1. I know of my own personal knowledge, and do hereby certify, that the work on the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.
2. The contract work is now complete in all parts and requirements, and ready for your final inspection.
3. I understand that neither the determination by the Engineer/Architect that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature)

For: \_\_\_\_\_

Distribution:  
Project Manager  
Field Office  
File





**CONSENT OF  
SURETY  
For Final Payment**

Project:
Project No.:
Amount of Contract:

In accordance with the provisions of the above-mentioned contract between the Owner and the Contractor, the following named Surety: \_\_\_\_\_

on the Payment Bond of the following named Contractor: \_\_\_\_\_

\_\_\_\_\_ hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*(Affix corporate seal here)*

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Title)

**Distribution:**

- Contractor
- Project Manager
- Field Office
- File



**FINAL WAIVER OF LIEN –  
CONDITIONAL  
WAIVER AND RELEASE  
UPON FINAL PAYMENT**

Upon receipt of the undersigned of a check from \_\_\_\_\_  
(Maker of Check)  
in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ --- \_\_\_\_\_  
(Amount of Check) (Payee or Payees of Check)  
and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of \_\_\_\_\_  
(Owner)  
located at \_\_\_\_\_  
(Location)

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$ \_\_\_\_\_.  
Before any recipient of this document relies on it, the part should verify evidence of payment to the undersigned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Title)



**FINAL WAIVER OF LIEN -  
UNCONDITIONAL WAIVER AND RELEASE  
UPON FINAL PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to \_\_\_\_\_

\_\_\_\_\_  
(Your Customer)

on the job of \_\_\_\_\_

\_\_\_\_\_  
(Owner)

located at \_\_\_\_\_

\_\_\_\_\_  
(Job Description)

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of

\$ \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Title)

**NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, US A CONDITIONAL RELEASE FORM.**



**AFFIDAVIT OF RELEASE OF LIENS**

Project:
Project No.:
Type of Contract: Construction
Amount of Contract:

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by West Jordan City to furnish labor and materials for construction work, under a contract \_\_\_\_\_ for the improvement of the property described as \_\_\_\_\_ the City of West Jordan, County of Salt Lake, State of Utah, of which West Jordan City is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, the undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract hereby certifies that to the best of his knowledge, information and believe, except as listed below, the Release of Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract reference above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Contractor's Release of Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

IN WITNESS WHEREOF, the Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

*(Affix corporate seal here)*

\_\_\_\_\_  
(Name of Contractor) (SEAL)

\_\_\_\_\_  
(Signature of Authorized Representative) (SEAL)

\_\_\_\_\_  
(Title)



**AFFIDAVIT OF PAYMENT**

Project:
Amount of Contract

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by West Jordan City to furnish labor and materials for construction work, under a contract \_\_\_\_\_ for the improvement of the property described as \_\_\_\_\_ the City of West Jordan, County of Salt Lake, State of Utah, of which West Jordan City is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

**ATTACHMENTS:**

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

IN WITNESS WHEREOF, the Company has hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

*(Affix corporate seal here)*

\_\_\_\_\_  
(Name of Contractor) (SEAL)

\_\_\_\_\_  
(Signature of Authorized Representative) (SEAL)

\_\_\_\_\_  
(Title)



**ADJACENT PROPERTY OWNER RELEASE**

Project:
Project No.:
Contract No.:
Contractor:

To: CITY OF WEST JORDAN  
Engineering Department  
8000 S. Redwood Road  
West Jordan, Utah 84088  
Attention: *(Resident Project Representative)*

We (I), the undersigned, hereby acknowledge that the firm of \_\_\_\_\_, a construction company employed by the City of West Jordan, has satisfactorily restored the surface of the following described property, owned by us (me) upon, across, or under which said Contractor has performed work pursuant to their contract with the City of West Jordan, or has otherwise utilized said property as a temporary easement or trespass.

*(Property Description – Lot \_\_\_ of the \_\_\_\_\_ Subdivision as recorded in Book \_\_\_, Page \_\_\_, of Maps, Office of the County Recorder of Salt Lake County, Utah, for the City of West Jordan, Utah.)*

IN WITNESS WHEREOF, we (I) have hereunto set our (my) hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
(Owner of Property)

\_\_\_\_\_  
(Owner of Property)

\_\_\_\_\_  
(Address of Property Owner(s))

\_\_\_\_\_  
(City, State and Zip Code)



**APPLICATION AND CERTIFICATE FOR PAYMENT**

<b>PROJECT:</b> Project No.: Contract Dates (Begin/End): No. Contract Days:	<b>FROM CONTRACTOR:</b>  Contact Person:  Phone Nos.:	<b>TO OWNER:</b> City of West Jordan Engineering Department 8000 South Redwood Road West Jordan, Utah 84088  Contact Person:  Phone Nos.:	<b>DATE RECEIVED:</b>
<b>CONTRACTOR'S APPLICATION FOR PAYMENT</b> Application is made for payment as shown below, in connection with the Contract. Continuation Sheet is attached.		The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief of the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	
1. ORIGINAL CONTRACT SUM \$ _____ 2. Net change by Change Order \$ _____ 3. CONTRACT SUM TO DATE \$ _____ 4. TOTAL COMPLETED & STORED TO DATE \$ _____ 5. RETAINAGE a. 5% of Completed Work: \$ _____ b. ____ % of Store Material: \$ _____ Total Retainage \$ _____ 6. TOTAL EARNED, LESS RETAINAGE \$ _____ 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____ 8. CURRENT PAYMENT DUE \$ _____		By: _____ Date: _____ State of: _____ County of: _____ Subscribed and sworn to before Me this ____ day of _____, 20____. Notary Public: My Commission expires:	
8. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____ <b>CHANGE ORDER SUMMARY</b>		<b>ENGINEER/S/ARCHITECT'S CERTIFICATE FOR PAYMENT</b> In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer/Architect certifies to the Owner that to the best of Engineer's/Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	
Total changes approved in previous months by the Owner \$ _____ Total approved this Month \$ _____ <b>TOTALS</b> \$ _____ NET CHANGE by Change Order \$ _____		<b>AMOUNT CERTIFIED:</b> \$ _____ <i>(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are change to conform to the amount certified.)</i>	
<b>CITY PAYMENT AUTHORIZATION:</b>		<b>ENGINEER/ARCHITECT:</b> _____ Date: _____  This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.	

**PART II**

**CONDITIONS OF THE CONTRACT**



## CONDITIONS OF THE CONTRACT

### GENERAL CONDITIONS

#### ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Addenda** - Written or graphic instruments issued prior to the opening of Bids which make changes, additions, or deletions to the bid documents or the Contract Documents.

**Agreement** - The written agreement between the City and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

**Application for Payment** - The form approved by the Engineer which is to be used by the Contractor in requesting progress or final payments and which includes such supporting documentation as is required by the Contract Documents.

**Asbestos** - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

**Beneficial Use or Occupancy** - Placing all or any portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching completion for all of the Work.

**Bid** - The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the Work to be done.

**Bidding Documents** - Notice Inviting Bids, Instructions to Bidders, the Bid Form and the accompanying Bid Schedules or Bid Sheets, List of Subcontractors, Non-Collusion Affidavit, Equipment and Material Proposed (where required), Bidder's General Information, Bid Security or Bond, Affirmative Action Program, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

**Bidding Requirements** - The Notice Inviting Bids, Instructions to Bidders, and the Bid Form and the accompanying Bid Schedule or Bid Sheets.

**Bonds** - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform its Contract.

**Change Order** - A document recommended by the Engineer which is signed by the Contractor and the City and authorizes an addition to, deletion from, or revision of the Work, issued on or after the Effective Date of the Agreement.

**City** - The City of City of West Jordan, organized and existing in Salt Lake and Utah counties, State of Utah, sometimes referred to as the Owner.

**Completion** - Completion of the Work shall be the date of such acceptance of the Work by the City. Completion shall mean Substantial performance of the Contract, which shall have the definition given in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

**Contract Documents** - Unless otherwise defined in the Supplementary General Conditions, the Contract Documents shall include the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the State of Utah, the accepted Bid and Bid Schedule, the Schedule of Values or Cost-loaded CPM, List of Subcontractors, Non-collusion Affidavit, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, Affirmative Action Program, the Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions, Technical Specifications, Drawings, and all Addenda, Change Orders, and Work Directive Changes executed pursuant to the provisions of the Contract Documents. Shop Drawing submittals approved pursuant to Article 6.10 and the reports and drawings referred to in Article 4.2a are not Contract Documents.

**Contract Price** - The total moneys payable by the City to the Contractor under the terms and conditions of the Contract Documents.

**Contract Time** - The number of successive calendar days as stated in the Contract Documents for the completion of the Work.

**Contract Unit Price** - The price quoted by the Bidder for performing or furnishing each item of work to be paid for on the basis of unit prices.

**Contractor** - The person, firm, or corporation with whom the City has executed the Agreement.

**Contractor's Project Representative** - Contractor's representative for the project through whom all matters addressed to the Contractor regarding the project shall be directed. This individual and the City's or Engineer's Resident Project Representative shall be the only two individuals who shall have the authority to provide direction/receive authorization on matters pertaining to the Project.

**Cost of Work** - The term Cost of Work (determined as provided in Articles 11.2, 11.3 and 11.4, herein) shall mean the sum of all costs necessarily incurred and paid for by the Contractor for labor, materials, and equipment in the proper performance of the Work, plus the Contractor's fee for overhead and profit.

**Day** - A calendar day of 24 hours, measured from midnight to the next midnight.

**Daily Work Reports** - Cost isolation reports detailing all costs of extra work, disputed work, emergency work, or other work paid for on a force account basis and the cost of other operations. A record of daily costs separate and distinct from the daily costs of other work on the project for which a contract price has been established.

**Defective Work** - Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the Engineer's recommendation of final payment.

**Drawings/Contract Drawings** - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work to be performed.

**Effective Date of the Agreement** - The date indicated in the Agreement on which it was executed, but if no such date is indicated it shall mean the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**End of Contract** - The End of the Contract shall be identified as being that day when the Work should be completed based upon the predefined contract period as indicated in the Contract Documents plus any time extensions granted by the City.

**Engineer** - The person, firm, or corporation named as such in the Supplementary General Conditions. References herein to Engineer shall be deemed to include the Resident Project Representative as the authorized representative of the City and Consulting Engineers, where applicable.

**Engineer's Estimate** - On unit-price contracts, the list of estimated quantities and prices of the individual line items of work to be performed as contained in the Bid Schedule(s). On lump-sum projects, the estimated contract price of the completed project.

**Field Order** - A written order issued by the Engineer, which in the opinion of the Engineer does not involve a change in the Contract Price or the Contract Time.

**General Requirements** - Sections of Division 1 of the Technical Specifications.

**Laws and Regulations; Laws or Regulations** - Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

**Liquidated Damages** - The dollar amount per day specified in the Agreement that the Contractor shall pay to the City for each and every day that the Work remains incomplete following the date of Completion of the Work or designated portions of the Work as specified in the Contract Documents.

**Notice of Award** - The written notice by the City to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, the City will enter into an Agreement. This Notice will only be issued after City Council Approval.

**Notice of Completion** - The legal document completed by the City after the City of West Jordan Council has accepted the project. This document begins the notification period when those firms or individuals that have submitted a Preliminary Notice for the project will be on notice that the City has accepted the project as complete.

**Notice to Proceed** - A written notice issued by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

**Owner** - The City of City of West Jordan, or any subdivision thereof, herein referred to as the City, with whom the Contractor has entered into the Agreement and for whom the Work will be performed.

**Project Representative** - The person named in the Supplementary General Conditions as the authorized representative of the City or the Engineer, who is assigned to the site or any part thereof. All liaisons between the Contractor and the City shall be directed through the Project Representative.

**Partial Utilization** - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of all the Work. A Notice of Partial Utilization will be issued to the Contractor when such occurs.

**PCB's** - Polychlorinated biphenyls

**Petroleum** - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

**Samples** - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

**Schedule of Values** - Cost value of activities; A breakdown of a lump sum project into unit values to serve as a basis

for estimating the value of the Work completed to facilitate the making of progress payments to the Contractor. The unit values in a schedule of values are for convenience only, and are not intended for the purpose of pricing change orders.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other Information prepared by a supplier or manufacturer and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

**Specifications** - Those portions of the Contract Documents consisting of Part I, Notice Inviting Bids, Instructions to Bidders, Bid Forms, Agreement; Part II, General and Supplementary General Conditions of the Contract; and Part III, Technical Specifications, including the General Requirements and those Technical Sections consisting of the written technical descriptions of materials, equipment, construction systems, methods, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

**Standard Specifications** - The Standard Specifications, where applicable, shall be as named in the Supplementary General Conditions.

**Subcontractor** - An individual, firm, or corporation having a direct contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work at the site. A subcontractor is any individual or firm, which has contracted with the prime Contractor to perform any portion of the Work on the site in an amount exceeding 1/2 of one percent of the total contract amount.

**Substantial Completion** - Refers to the Work (or a specified part thereof) that has progressed to the point where, in the opinion of the Engineer, as evidenced by the Notice of Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there is no such certificate issued, when final payment is due in accordance with the provisions of the Contract Documents, and where the Engineer can recommend that the Work be accepted by the City. The terms "Substantial Completion" and "substantially complete" and "substantially completed" as applied to any Work shall mean Substantial Performance of the Contract, hereunder. (See definition of "Completion," herein, and in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.)

**Supplementary General Conditions** - The part of the Contract Documents which makes additions, deletions, or revisions to these General Conditions.

**Supplier** - A manufacturer, fabricator, retailer, wholesaler, distributor, material man, or vendor having a direct contract with the Contractor or with any subcontractor or with the City to furnish materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

**Technical Specifications** - The technical sections of the Specifications, comprising all sections contained in Part III of the Specifications defined herein.

**Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, water, sewage and drainage removal, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic or other control systems.

**Unit Price Work** - Work to be paid for on the basis of unit prices.

**Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. The Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract

Documents.

**Work Directive Change** - A written directive to the Contractor, issued on or after the Effective Date of Agreement and signed by the City and recommended by the Engineer, ordering an addition, deletion, or revision of the Work or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies as provided in the Contract Documents. A Work Directive Change may not be used to change the Contract Price nor the Contract Time, but shall be evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in the Contract Documents.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds:**

When the Contractor delivers the executed Agreements to the City, the Contractor shall also deliver to the City such Bonds and insurance policies or certificates as the Contractor may be required to furnish in accordance with the Contract Documents.

### **2.2 Copies of Documents:**

The City shall furnish to the Contractor up to 10 copies (unless otherwise specified in the Supplemental Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **2.3 Commencement of Contract Time; Notice to Proceed:**

The Contract Time shall commence to run on the date specified in the Notice to Proceed.

### **2.4 Starting the Work:**

The Contractor shall start to perform the Work on the date when the Contract Time commences to run but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

## **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

### **3.1 Contract Documents:**

a. The Contract Documents comprise the entire agreement between the City and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The contract Documents will be construed in accordance with the law of the place of the Project.

b. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

c. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids

except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.

d. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Engineer in writing at once and, before proceeding with the Work affected thereby, shall obtain a written interpretation, clarification, or correction from the Engineer.

### **3.2 Amending and Supplementing Contract Documents:**

The Contract Documents may be amended after execution of the Agreement to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A Change Order, or
2. A Work Directive Change.
3. A written amendment or modification executed by the parties hereto.

### **3.3 Order of Precedence of Contract Documents:**

a. In resolving disputes resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Orders or Work Directive Changes
2. Agreement
3. Addenda
4. Contractor's Bid (Bid Forms)
5. Supplementary General Conditions
6. Notice Inviting Bids
7. Instructions to Bidders
8. General Conditions of the Contract
9. Technical Specifications
10. Referenced Standard Specifications
11. Contract Drawings
12. Referenced Standard Drawings

b. With reference to the Drawings the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings
5. Contract Drawings govern over shop drawings

### **3.4 Reuse of Documents:**

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work under a direct or indirect contract with the City shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the City and the Engineer and specific written verification or adaptation by the Engineer.

## **ARTICLE 4 – AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

### **4.1 Availability of Lands:**

The City will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the City, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the Contractor shall not enter upon nor use any property not under the control of the City until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement furnished to the Engineer prior to said use; and, neither the City nor the Engineer shall be liable for any claims or damages resulting from Contractor's unauthorized trespass or use of any such properties.

### **4.2 Physical Conditions:**

a. Explorations and Reports: Reference is made to the Article entitled "Physical Conditions" of the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Engineer in the preparation of the Contract Documents. The Contractor may rely upon the general accuracy of the "technical data" data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary General Conditions. Except for such reliance on such "technical data," the Contractor may not rely on or make claims against the City, the Engineer, or their Consultants or Subconsultants with respect to:

1. The completeness of such reports or drawings for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incidental thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

b. Existing structures: Reference is made to the Article entitled "Physical Conditions" of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Article 4.4, herein) which are at or contiguous to the site that have been utilized by the Engineer in the preparation of the Contract Documents. The Contractor may rely upon the accuracy of the factual data contained in such drawings; however, the interpretation of such factual data, including any interpolation or extrapolation thereof, together with nonfactual data, interpretations, and opinions contained in such drawings or the completeness thereof is the responsibility of the Contractor.

### **4.3 Differing Site Conditions:**

a. The Contractor shall notify the Engineer in writing of the following unforeseen conditions, hereinafter called differing site conditions, promptly upon their discovery (but in no event later than 3 days) and before they are disturbed:

1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated, described, or delineated in the Contract Documents including those reports and documents discussed in Article 4.2; and

2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in Article 4.2.

b. The Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by Article 6.9), notify the City and the Engineer in writing about such condition. The Contractor shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written orders.

c. The Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing of the Engineer's findings and conclusions. If the City concludes that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change will be issued to initiate the work, pending issuance of a formal Change Order as provided in Article 10 to reflect and document the consequences of the difference.

d. In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the City and the Contractor are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 11 and 12.

e. The Contractor's failure to give written notice of differing site conditions within 3 days of their discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

f. Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

#### **4.4 Physical Conditions - Underground Utilities:**

a. Shown or Indicated: The information shown or indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the City or the Engineer by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or the Section "Protection of Existing Facilities" of the General Requirements, the City and the Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of which will be considered as having been included in the Contract Price.

b. Not Shown or Indicated: If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the Engineer in accordance with the requirements of the Supplementary General Conditions and Section entitled "Protection of Existing Facilities" of the General Requirements of the Technical Specifications.

#### **4.5 Reference Points:**

a. The Engineer will provide one benchmark, near or on the site of the Work, and will provide 2 points near or on



the site to establish a base line for use by the Contractor for alignment control. Unless otherwise specified in the General Requirements of the Technical Specifications, the Contractor shall furnish all other lines, grades, and benchmarks required for proper execution of the Work.

b. The Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements of the Technical Specifications) and shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel at no additional cost to the City.

#### **4.6 Hazardous Waste**

a. As provided, herein, in any public works contract of the City which involves digging of trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

b. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

c. That, in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

### **ARTICLE 5 -- BONDS AND INSURANCE**

#### **5.1 Performance and Other Bonds:**

a. Upon receiving a Notice of Award, the Contractor shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond and Payment Bond shall be written to remain in effect at least until one year after the date of Notice of Completion as applicable, except as otherwise provided by Law or Regulation or by the Contract Documents; provided, that after the date of Notice of Completion, as applicable, the amount of said Performance Bond and Payment Bond, at the discretion of the City, may be reduced to the amount set forth in the Supplementary General Conditions.

b. The City will approve any surety company which, at the time of execution of this Contract is listed in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in the U.S. Department of the Treasury Department Circular 570. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

c. If the Surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Work is located, the Contractor shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the City.

## **5.2 Insurance:**

a. The Contractor shall purchase and maintain the insurance required under this Article. Such insurance shall include the specific coverages set forth herein and shall be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever is greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Notice of Completion, as applicable, pursuant to acceptance of the Work by the City, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

b. The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies for each of the following listed insurance coverages. In addition, each party named as an additional insured shall be provided with an original copy of the policy endorsement naming them as an additional insured under the Contractor's policies of insurance required under the Contract. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to the City by Certified Mail. All such insurance shall remain in effect until the date of Substantial Completion and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Article 13.6, herein. In addition, the Insurance required herein (except for Worker's Compensation and Employer's Liability) shall name the City, the Engineer, and their Consultants and Subconsultants for the project and their officers, agents, and employees as "additional insureds" under the policies:

1. Worker's Compensation Insurance
2. Commercial General Liability
3. BusinessAutomobile Liability
4. Builder's Risk

c. Policy Requirements: The insurance provided by the Contractor hereunder shall be (1) with companies licensed to do business in the state of Utah, (2) with companies with a Best's Financial Size Category of XI or greater, and (3) with companies with a Best's Financial Strength Rating of not less than A, except that in case of Worker's Compensation Insurance, participation in the State Fund, where applicable, is acceptable.

## **ARTICLE 6 -- THE CONTRACTOR'S RESPONSIBILITIES**

### **6.1 Supervision and Superintendence:**

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the contract documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

### **6.2 Labor, Materials, and Equipment:**

a. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without the City's written consent given after prior written notice to the Engineer. If the Contractor performs any work after regular working hours, or on Saturday, Sunday, or any legal holiday, it shall pay the City any additional cost incurred by the City as a result of such work.

b. Except as otherwise provided in this Article, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid to the Contractor for overtime work only in the event that extra work is ordered by the Engineer, and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.

c. All costs of inspection and testing performed by the City or its authorized representatives before 7:00 am or after 4:00 pm on any regular work day, or all day on Saturdays, Sundays, and legal holidays by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor at the City's standard overtime rates. The City shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due the Contractor.

d. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.

e. All materials and equipment to be incorporated in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the Engineer, nor any of the Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 9.9c or 9.9d.

### **6.3 Concerning Subcontractors, Suppliers, and Others:**

a. The Contractor shall be fully responsible to the City and the Engineer for the acts and omissions of its subcontractors and their employees to the same extent as the Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this Article shall create any contractual relationship between the City or the Engineer and any sub-contractor, nor shall it relieve the Contractor of any liability or obligation under the prime Contract.

b. The Divisions and Sections of the Specifications and identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or in delineating the Work to be performed by any specific trade.

### **6.4 Permits, License Fees, and Royalties:**

a. Unless otherwise provided in the Supplementary General Conditions, the Contractor shall obtain and pay for all

construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies.

b. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### **6.5 Laws and Regulations:**

a. The Contractor shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the Work, or the conduct of the Work.

#### **6.6 Taxes:**

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### **6.7 Use of Premises:**

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the City by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the City harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequently out of

any action, legal or equitable, brought by any such other party against the City to the extent based on a claim arising out of the Contractor's performance of the Work.

#### **6.8 Safety and Protection:**

a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to the following:

1. All employees on the Work and other persons and organizations who may be affected thereby;
2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

b. The Contractor shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

c. The Contractor shall designate in writing a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent or project manager unless otherwise designated in writing by the Contractor to the City.

d. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet shall be requested by the Contractor from the manufacturer of any hazardous product used.

e. Material usage shall be accomplished with strict adherence to State of Utah safety requirements and all manufacturers' warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

f. The Contractor shall be responsible for coordinating any exchange or material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

g. The Contractor shall notify the Engineer if it considers a specified product or its intended usage to be unsafe. This notification must be given to the Engineer prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the Work.

#### **6.9 Emergencies:**

In emergencies affecting the safety or protection of persons or the Work or property at the site thereto, the Contractor, without special instructions from the Engineer or the City, is obligated to act to prevent threatened damage, injury, or loss.

#### **6.10 Shop Drawings and Samples:**

a. The Contractor shall submit to the Engineer for review all Shop Drawings in accordance with the accepted schedule of Shop Drawing submittals specified in the General Requirements of the Technical Specifications.

b. The Contractor shall also submit to the Engineer for review all samples in accordance with the accepted schedule of sample submittals specified in the General Requirements of the Technical Specifications.

#### **6.11 Indemnification:**

a. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their Consultants and Subconsultants for the project and their agents, and employees from and against all claims and liability arising under or by reason of the Contract or any performance of the Work, but not from the sole negligence or willful misconduct of the City or the Engineer or their Consultants or Subconsultants for the project. Such indemnification by the Contractor shall include but not be limited to the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor or its agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the

Contractor or its agents;

2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City, the Engineer, and/or their Consultants or Subconsultants.
  3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or its agents;
  4. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its agents, or the City in the performance of this Contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;
  5. Liability or claims resulting directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor or its agents;
  6. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or its agents; and,
  6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.
- b. The Contractor shall reimburse the City, the Engineer, and their Consultants and Subconsultants for the Project for all costs and expenses, (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court costs, including all costs of appeals) incurred by said City, the Engineer, and their Consultants and Subconsultants for the project in enforcing the provisions of this Article.
- c. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under the workers' compensation act, disability benefit acts, or other employee benefit acts.

#### **6.12 Contractor's Daily Reports:**

The Contractor shall complete consecutively numbered daily reports indicating manpower and narrative description of work performed, serviceable major equipment in use, serviceable major equipment idled, serviceable major equipment down for repairs, subcontractors working at the site, weather conditions, and date. In addition, when required by the Engineer, the Contractor shall complete and submit to the Engineer Daily Work Reports. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Engineer, and shall be submitted to the Engineer at the conclusion of each workday.

#### **6.13 Assignment of Contract:**

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof or its right, title, or interest therein, or obligations thereunder, without written consent of the City, except as imposed by law. If the Contractor violates this provision, the Contract may be terminated at the option of the City. In such event, the City shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee, growing out of such termination.

## **ARTICLE 7 -- OTHER WORK**

### **7.1 Related Work at Site:**

a. The City may perform other work related to the Project at the site by the City's own forces, have other work performed by utility owners, or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work.

b. The Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the City, if the City is performing the additional work with the City's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

c. If any part of the Contractor's work depends for proper execution or results upon the work of any such other contractor or utility owner (or the City), the Contractor shall inspect and promptly report to the Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or nonapparent defects and deficiencies in the other work.

### **7.2 Coordination:**

If the City contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions. The specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Supplementary General Conditions. Unless otherwise provided in the Supplementary General Conditions, neither the City nor the Engineer shall have any authority or responsibility in respect of such coordination.

## **ARTICLE 8 -- THE CITY'S RESPONSIBILITIES**

### **8.1 Communications:**

The City shall issue all its communications to the Contractor through the Engineer.

### **8.2 Payments:**

The City shall make payments to the Contractor as provided in Article 14.

### **8.3 Lands, Easements, and Surveys:**

The City's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Article 4. The City shall identify and make available to the Contractor copies of reports of explorations and tests of subsurface conditions at the site and in existing structures, which have been utilized by the Engineer in preparing the Drawings and Specifications.

### **8.4 Change Orders and Work Directive Changes:**

The City shall execute Change Orders and Work Directive Changes as indicated in Article 10.1, herein.

#### **8.5 Inspections and Tests:**

The City's responsibility in respect of certain inspections, tests, and approvals is set forth in Article 13.3b, herein.

#### **8.6 Suspension of the Work:**

In connection with the City's right to stop work or suspend work, see Articles 13.4 and 15.1, herein. Articles 15.2 and 15.3 deal with the City's right to terminate services of the Contractor under certain circumstances.

### **ARTICLE 9 -- THE ENGINEER'S STATUS DURING CONSTRUCTION**

#### **9.1 City's Representative:**

The Engineer will be the City's representative during the construction period acting through the authorized Resident Project Representative. Where provided in the Supplementary General Conditions, the duties and responsibilities and the limitations of authority of the Engineer as the City's representative during construction shall be as set forth in the Supplementary General Conditions.

#### **9.2 Visits to Site:**

The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. However, the authorized Resident Project Representative will provide continuous or intermittent observation of the Work if so specified in the Supplementary General Conditions.

#### **9.3 Project Representation:**

The City or the Engineer may furnish a Resident Project Representative to assist in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and assistants shall be as provided in the Supplementary General Conditions.

#### **9.4 Clarifications and Interpretations:**

The Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

#### **9.5 Authorized Variations in Work:**

The Engineer may authorize minor variations in the Work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on the City, and also on the Contractor who shall perform the Work involved promptly. If the Contractor believes that a Field Order justifies a change in the Contract Price or an adjustment of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided in Article 11 or Article 12, herein.

#### **9.6 Rejecting Defective Work:**



The Engineer will have authority to disapprove or reject Work which the Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13.3g, herein, whether or not the Work is fabricated, installed or completed.

**9.7 Contractor Submittals, Change Orders, and Payments:**

- a. The Engineer will review all the Contractor submittals, including shop drawings, samples, substitutes, or "or equal" items, etc., in accordance with the procedures set forth in the General Requirements of the Technical Specifications.
- b. In connection with the Engineer's responsibilities as to Change Orders, see Articles 10, 11 and 12, herein.
- c. In connection with the Engineer's responsibilities in respect of Applications for Payment, see Article 14, herein.

**9.8 Decisions or Disputes:**

a. The Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work; the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work; and those claims under Articles 11 and 12, herein, in respect to changes in the Contract Price or the Contract Time will be referred initially to the Engineer in writing with a request for formal decision in accordance with this Article, which the Engineer will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter shall be delivered by the Contractor to the Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto. Written supporting data shall be submitted to the Engineer within 60 days after such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

b. When functioning as initial interpreter and judge, the Engineer will not show partiality to the City or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Article 14.14~~12~~) will be a condition precedent to any exercise by the City or the Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

**9.9 Limitations on the Engineer's Responsibilities:**

a. Neither the Engineer's authority to act under this Article 9 or other provisions of the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or for any other person or organization performing any of the Work.

b. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 9.9c or 9.9d, herein.

c. Except as may be otherwise specified in the Technical Specifications, the Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

d. The Engineer shall not be responsible for the acts or omissions of the Contractor nor of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

## **ARTICLE 10 -- CHANGES IN THE WORK**

### **10.1 General:**

a. Without invalidating the Agreement and without notice to any surety, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Change Order or a Work Directive Change issued by the Engineer or the City. Upon receipt of either such document, the Contractor shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents.

b. If the City and the Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12, herein.

c. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented by Change Order, except in the case of an emergency and except in the case of uncovering Work as provided in Article 13.3, herein.

d. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly.

### **10.2 Allowable Quantity Variations on Unit Price Contracts:**

In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Unit Price may be made for changes which result in an increase or decrease in the quantity of any unit price bid item of the Work in excess of 25 percent, or for eliminated items of work.

## **ARTICLE 11 -- CHANGE OF CONTRACT PRICE**

### **11.1 General:**

a. The Contract Price constitutes the total compensation (subject to City-authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Contract Price.

b. The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the Engineer allows an additional period of time to ascertain more

accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by the Engineer in accordance with Article 9.8, herein, if the City and the Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Article 11.1b.

c. The value of any Work covered by a Change Order or Work Directive Change or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Article 11.4, herein).
3. On the basis of the Cost of the Work (determined as provided in Articles 11.2 and 11.3, herein), plus the Contractor's Fee for overhead and profit (determined as provided in Article 11.4, herein).

**11.2 Cost of Work (Based on Time, Materials, and Equipment and Contractor's Overhead and Profit):**

a. General: The term "Cost of Work" shall mean the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment plus Contractor's overhead, and profit in the proper performance of work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project.

b. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces will be the sum of the following:

1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when determined by the Engineer that the services of foremen do not constitute a part of the overhead allowance as defined in Article 11.4, herein.
2. To the actual wages, as defined in Article 11.2b.(1), herein, will be added a labor surcharge set forth in the Utah Department of Transportation publication entitled Labor Surcharge and Equipment Rates, which is in effect on the date upon which the Work is accomplished and which is hereby included as a part of these General Conditions by this reference thereto. Said labor surcharge shall constitute full compensation for all payments imposed by the State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined in Article 11.2b(1), herein, and subsistence and travel allowance as specified in Article 11.2b(3), herein.
3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

At the beginning of the extra work and as later requested by the Engineer, the Contractor shall furnish the Engineer proof of labor compensation rates being paid.

c. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:

1. Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such

discounts may not have been taken by the Contractor.

2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Markup except for actual costs incurred in the handling of such materials will not be allowed.
3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
4. If in the opinion of the Engineer the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The City reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs, overhead, and profit on such materials.

d. **Equipment:** The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the City for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Engineer. The Contractor may furnish cost data, which might assist the Engineer in the establishment of the rental rate.

1. All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.
2. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Engineer, in duplicate, a description of the equipment and its identifying number.
3. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
4. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
5. Rental time will not be allowed while equipment is inoperative due to breakdowns.

e. **Equipment on the Work:** The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work.

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be

1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation.

2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.
3. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the Contractor will be paid for the equipment and operator, as set forth in Subparagraphs (4), (5), and (6), following:
4. Payment for the equipment will be made in accordance with the provisions in Article 11.2d, herein.
5. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the Work, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 11.2b, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to on behalf of workers other than actual wages.
6. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 11.4, herein.

### **11.3 Special Services:**

a. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the Engineer in making estimates for payment for special services:

1. When the Engineer and the Contractor, by agreement, determine that a special service or work is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Engineer, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
2. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for special services.

b. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the Contractor's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the City for review prior to the performance of any work hereunder.

### **11.4 Contractor's Overhead and Profit:**

a. Work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the Engineer, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the Work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraphs 11.2b, c, and d, herein including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL NECESSARY COST	OVERHEAD AND PROFIT ALLOWANCE
Labor . . . . .	20 percent
Materials . . . . .	15 percent
Equipment . . . . .	15 percent

To the sum of the costs and markups provided for in this Article, one percent shall be added as compensation for bonding.

b. It is understood that labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the subcontractor, to which the Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5-percent increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only for each separate work transaction. No markup allowance will be made for sub-sub-contractors or below.

**11.5 Records:**

a. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of each separate item of extra work, disputed work, emergency work, or other work paid for on a Cost of Work basis and the costs of other operations.

b. From the foregoing records, the Contractor shall furnish the Engineer completed Daily Work Reports, on forms furnished by the City, for each day's work or portion of each day's work to be paid for on a Cost of Work basis. The Daily Work Reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Article 11.3, "Special Services." The Daily Work Reports shall provide names or identifications and classifications of all workmen, the hourly rate of pay and hours worked by each, and also the size, type, and identification number of equipment, and the hours operated.

c. Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the Daily Work Reports, or if not available, they shall be submitted with subsequent Daily Work Reports. Should said vendor's invoices not be submitted within 60 days after the date of delivery of the material or within 15 days after the acceptance of the Contract, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities concerned delivered to the location of work less any discounts as provided in Article 11.2(c), herein.

d. Said Daily Work Reports shall be signed by the Contractor or its authorized representative.

e. The Engineer will compare his or her records with the completed Daily Work Reports furnished by the Contractor and make any necessary adjustments. When these Daily Work Reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall

not preclude subsequent adjustment based on a later audit by the City.

f. The Contractor's cost records pertaining to work paid for on a Cost of Work basis shall be open to inspection or audit by representatives of the City, during the life of the contract and for a period of not less than 3 years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to insure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

## **ARTICLE 12 -- CHANGE OF CONTRACT TIME**

### **12.1 General:**

a. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer in accordance with Article 9.8 if the City and the Contractor cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Article 12.1a.

b. The Contract Time will be extended in an amount equal to time lost on the critical path due to delays beyond the control of the Contractor if a claim is made therefore as provided in Article 12.1a, herein. Such delays shall include acts or neglect by the City or others performing additional work as contemplated by Article 7, herein, or by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes.

c. All time limits stated in the Contract Documents are of the essence of the Agreement.

### **12.2 Extensions of Time for Delay Due to Inclement Weather:**

a. Inclement weather is any weather condition or conditions resulting immediately therefrom, causing the Contractor to suspend construction operations or preventing the Contractor from proceeding with at least 75 percent of the normal labor and equipment force engaged on the Work.

b. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

c. The Contractor shall base its construction schedule upon the inclusion of the number of days of inclement weather specified in Paragraph entitled "Inclement Weather Delays" of the Supplementary General Conditions. No extension of the Contract Time due to inclement weather will be considered until after the said number of days of inclement weather has been reached. However, no reduction in Contract Time will be made if said number of days of inclement weather is not reached.

**ARTICLE 13 -- WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

**13.1 Warranty and Guarantee:**

The Contractor warrants and guarantees to the City and the Engineer that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects known to the City or the Engineer shall be given to the Contractor. Neither the right to inspect, nor the presence of inspectors, the Engineer, consultants, or testing agencies hired by the City or the Engineer, nor their general review or approval shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

**13.2 Access to Work:**

The Engineer and the Engineer's representatives, other representatives of the City, testing agencies, and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access.

**13.3 Tests and Inspections:**

- a. The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals, but in no event less than 24 hours notice.
- b. If Laws or Regulations of any public body having jurisdiction other than the City require any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall pay all costs in connection therewith and shall furnish the Engineer the required certificates of inspection, testing, or acceptance. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in the City's or the Engineer's acceptance of a Supplier of materials or equipment proposed as a substitution or "or equal" to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents will be paid by the City (unless otherwise specified).
- c. The Engineer may make, or have made, such inspections and tests, as the Engineer deems necessary to see that the Work is being accomplished in accordance with the requirements of the Contract Documents. This testing by the City will be in addition to the testing required by the contract documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the City. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Engineer, as well as the cost of subsequent re-inspection and retesting. Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents.
- d. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Engineer and the Contractor.
- e. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Engineer, it shall, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to perform such test or to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.



f. If any work is covered contrary to the written request of the Engineer, it shall, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.

g. If the Engineer considers it necessary or advisable that covered work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as the Engineer may require, that portion of the Work in question and shall furnish all necessary labor, material, and equipment. If it is found that such work is defective, the Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals. However, if such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price for such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided in Articles 11 and 12, herein.

h. The Contractor shall permit on-site video taping, still photography, or motion picture photography of the construction project. The City will notify the Contractor prior to the commencement of any video taping and/or photography by the City personnel and/or its agents and shall make a reasonable effort to give the Contractor at least 24 hours of its intent to videotape or photograph the project. The Contractor shall cooperate with and shall coordinate with City personnel or their authorized representatives in its efforts to carry out such video taping and or photography. The Contractor shall give notice to all employees and subcontractors of such video taping and/or photography to be out of view of the camera, if requested to do so, during video taping and or photographing of the construction project.

#### **13.4 City May Stop the Work:**

If the Work is defective, or the Contractor fails to perform the Work in such a way that the completed Work will not conform to the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

#### **13.5 Correction or Removal of Defective Work:**

If required by the Engineer, the Contractor shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, the Contractor shall remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct indirect and consequential costs of such correction or removal, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, made necessary thereby.

#### **13.6 One Year Correction Period:**

a. If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, shall be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Contract

Documents.

b. Unless otherwise provided in the Supplementary General Conditions, the Contractor shall provide a post-construction extension of the performance and payment bonds in the amount of 100 percent of the Contract Price to cover all correction and repairs or other corrective work required hereunder, and shall maintain such Bond in full force and effect for one full year following the Notice of Completion.

**13.7 Acceptance of Defective Work:**

If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept the Work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the City shall be entitled to an appropriate decrease in the Contract Price.

**ARTICLE 14 -- PAYMENTS TO THE CONTRACTOR AND COMPLETION**

**14.1 Schedule of Values (Lump-Sum Price Breakdown):**

The schedule of values or lump-sum price breakdown established as provided for in the Contract Documents shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Engineer.

**14.2 Unit Price Bid Schedule:**

Progress payments on account of unit-price work will be based upon the number of units completed.

**14.3 Application for Progress Payment:**

a. Unless otherwise prescribed by law, on the 25th of each month, the Contractor shall submit to the Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

b. The Application for Payment shall identify, as a sub-total, the amount of the Contractor's Total Earnings to Date, plus the Value of Materials at the site which have not yet been incorporated into the Work, and less a deductive adjustment for materials installed which were not previously incorporated into the Work, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the Work.

c. The Net Payment Due to the Contractor shall be the above-mentioned sub-total from which shall be deducted the amount of retainage specified in the Contract Documents, and the total amount of all previous payments made to the Contractor.

d. Except as otherwise provided in the Supplementary General Conditions, the value of Materials Stored at the Site shall be an amount equal to the specified percentage of value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item of material or equipment has a value of more than \$5000 and will become a permanent part of the Work. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the Contractor has received the materials and equipment free and clear of all

claims, charges, security interests, and other encumbrances. and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the City's interest therein, all of which must be satisfactory to the City.

#### **14.4 Retainage from Monthly Payments:**

The Contractor may substitute securities for any money withheld by the City to insure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement for in-lieu construction payment retention provided by the City between the escrow agent and the City which provides that no portion of the securities shall be paid to the Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City will not certify that the Contract has been satisfactorily completed until at least 30 days after filing by the City of a Notice of Completion.

#### **14.5 Contractor's Warranty of Title:**

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the City no later than the time of final payment free and clear of all claims.

#### **14.6 Review of Applications for Progress Payments:**

a. The Engineer will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the City, or return the Application to the Contractor indicating in writing the Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and promptly resubmit the Application. Thirty-five days after presentation of the Application for Payment with the Engineer's recommendation, the amount recommended will (subject to the provisions of Article 14.6b) become due and when due will be paid by the City to the Contractor.

b. The City may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the City on account of the Contractor's performance of the Work or claims have been filed in connection with the Work, or there are other items entitling the City to a credit against the amount recommended, as provided in Article 14.11(b), herein, but the City must give the Contractor written notice within 7 days (with a copy to the Engineer) stating the reasons for such action.

#### **14.7 Beneficial Use or Occupancy and Partial Utilization:**

a. Partial Utilization: The City shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the Work. Whenever the City plans to exercise said right, the Contractor will be notified in writing by the City, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.

b. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the Work to be partially utilized shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the City will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice.

c. Beneficial Use or Occupancy: The City shall have the right, at its option and convenience, to occupy or otherwise make use of all or any part of the project premises at any time prior to substantial completion, upon 14 days written notice to the Contractor.

#### **14.8 Substantial Completion:**

a. When the Contractor considers the Work ready for its intended use, the Contractor shall notify the City and the Engineer in writing that the Work is substantially complete and request that the Engineer prepare a Notice of Completion. Within a reasonable time thereafter, the City, the Contractor, and the Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer does not consider the Work substantially complete, the Engineer will notify the Contractor in writing, giving the reasons therefore. If the Engineer considers the Work substantially complete, the Engineer will prepare and deliver to the City for its execution and recordation the Notice of Completion signed by the City, the Engineer, and the Contractor, which shall fix the date of Substantial Completion. As applicable, there shall be attached to said Notice a list of items to be completed or corrected before release of retainage or funds withheld to secure payment for such items remaining to be completed or corrected.

b. Completion shall mean Substantial completion, which shall mean substantial performance of the Contract as defined in Black's Law Dictionary 4th Edition, by West Publishing Co., St. Paul Minn., See definition of "Completion" and "Substantial Completion" in Article 1, herein.

#### **14.9 Notice of Completion:**

Within 10 days after the date of acceptance of the Work by the City's governing body, the City will file, in the City Recorder's office, a Notice of Completion of the Work.

#### **14.10 Final Application for Payment:**

After the Contractor has completed all such correction work referred to in Article 14.8, herein, and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in the General Requirements) and other documents, all as required by the Contract Documents, and after the Engineer has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waiver, which include Contractor's Certificate of Completion, Consent of Surety for Final Payment, Final Waiver of Lien-Conditional Waiver and Release, Final Waiver of Lien-Unconditional Waiver and Release, Affidavit of Release of Liens and any Adjacent Property Owner Release forms (satisfactory to the City) of all liens arising out of or filed in connection with the Work.

#### **14.11 Final Payment and Acceptance:**

a. If, on the basis of the Engineer's observation of the Work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the Engineer is satisfied that the Work has been substantially completed, and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will, within 14 days after receipt of the final Application for Payment, indicate in writing the Engineer's recommendation of payment and present the Application to the City for payment.

b. After acceptance of the Work by the City's governing body, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated damages, as applicable.
2. Two times the value of outstanding items of correction work or punch list items indicated on the Notice of Completion as being yet uncompleted or uncorrected, as applicable. All such work shall be completed or

corrected to the satisfaction of the City within the time stated on the Notice of Completion, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the City to cover the value of all such uncompleted or uncorrected items.

**14.12 Release of Retainage and Other Deductions:**

The Contractor shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days referred to in Article 14.12a, the amounts withheld pursuant to the provisions of Article 14.11b, herein, except for liquidated damages in Article 14.11b, for all remaining work items will be returned to the Contractor; provided, that said work has been completed or corrected to the satisfaction of the City within said 30 days. Otherwise, the Contractor does hereby waive any and all claims for all monies withheld by the City under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

**14.13 Contractor's Continuing Obligation:**

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a Notice of Completion, nor any payment by the City to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the City, nor any act of acceptance by the City nor any failure to do so, nor any review and approval of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

**14.14 Final Payment Terminates Liability of the City:**

Final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage or other withheld funds, as applicable, including the deductions listed in Article 14.11b, herein. The acceptance by the Contractor of the final payment referred to in Article 14.11 herein, shall be a release of the City and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the City or of any person relating to or affecting the Work, except demands made against the City for the remainder, if any, of the amounts kept or retained under the provisions of Article 14.11, herein; and excepting all pending, unresolved claims filed prior to the date of the Notice of Completion.

**ARTICLE 15 -- SUSPENSION OF WORK AND TERMINATION**

**15.1 Suspension of Work by City:**

The City, acting through the Engineer, may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Engineer of a Notice of Resumption of Work. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes an approved claim therefore as provided in Articles 11 and 12, herein.

**15.2 Termination of Agreement by City (Contractor Default):**

a. In the event of default by the Contractor, the City may give 10 days written notice to the Contractor of City's intent to terminate the Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default.

b. In the event that the Agreement is terminated in accordance with Article 15.2a, herein, the City shall have the right to take possession of the Work and may complete the Work by whatever method or means the City may select.

The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds that balance which would have been due, the Contractor shall pay the excess amount to the City. If such cost is less than the balance, which would have been due, the Contractor shall not have claim to the difference.

**15.3 Termination of Agreement by City (For Convenience):**

a. The City may terminate the Agreement at any time if it is found that reasons beyond the control of either the City or the Contractor make it impossible or against the City's interests to complete the Work. In such a case, the Contractor shall have no claims against the City except: (1), for the value of the work performed up to the date the Agreement is terminated; and (2), for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would have been needed in the Work and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Engineer in accordance with the procedure prescribed for the making of the final application for payment and payment under Articles 14.10 and 14.11, herein.

**15.4 Termination of Agreement by Contractor:**

The Contractor may terminate the Agreement upon 14 days written notice to the City, whenever:

1. The Work has been suspended under the provisions of Article 15.1, herein, for more than 90 consecutive days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Agreement has not been received from the City within this time period; or
2. The City should fail to pay the Contractor any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the City by the Contractor of a request therefore, unless within said 14-day period the City shall have remedied the condition upon which the payment delay was based.

In the event of such termination, the Contractor shall have no claim against the City except for those claims specifically enumerated in Article 15.3, herein, and as determined in accordance with the requirements of said Article.

**ARTICLE 16 -- RESOLUTION OF CONSTRUCTION CLAIMS**

a. Any question about interpretation or clarification, disagreement, or claim that has been timely referred to the Engineer in accordance with Article 9.8, except any which have been waived by the making or accepting of final payment, shall upon timely demand of either party be subject to resolution under the following provisions herein.

b. No demand for arbitration or litigation may be made until the earlier of the following listed times:

1. The date on which the Engineer has issued a written decision as provided in Article 9.8a.
2. The sixty-first day after the date of the Engineer's receipt of a claim or dispute, or for an adjustment of contract terms, or both, if a decision has not been issued by that date.

c. Pending a resolution of the claim or dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Engineer's decision unless the parties to this contract otherwise agree in writing.

## **ARTICLE 17 – MISCELLANEOUS**

### **17.1 Giving Notice:**

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **17.2 Title to Materials Found on the Work:**

The City shall have the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in the Work, without charge, any such materials, which meet the requirements of the Contract Documents.

### **17.3 Right to Audit:**

If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants or such parts thereof, as may have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives, as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

**\*\*\* END OF GENERAL CONDITIONS \*\*\***

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\*\*\* END OF GENERAL CONDITIONS INDEX \*\*\*

**CONDITIONS OF THE CONTRACT**

**SUPPLEMENTARY GENERAL CONDITIONS**

**GENERAL**

These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions, as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the same meanings assigned to them in the General Conditions.

**ARTICLE 1 - SUPPLEMENTARY DEFINITIONS**

In addition to the definitions in the provisions of Article 1 of the General Conditions, the following respective supplemental definitions shall apply:

**Engineer** – the ENGINEER is further defined as David Murphy located at 8000 South Redwood Road, West Jordan Utah 84088.

**Owner** – the OWNER is defined as the City of West Jordan located at 8000 South Redwood Road, West Jordan Utah 84088.

**City's Project Representative-** The City Project Representative (Construction Manager) shall be David Murphy located at 8000 South Redwood Road, West Jordan Utah 84088.

**Resident Project Representative (RPR)** – A Resident Project Representative (RPR) shall be assigned for on-site observation of the work in progress and performance of the work of the CONTRACTOR.

**Specifications** - In addition to the scope as defined in the General Conditions, the term "Project Manual," if used herein shall mean "Specifications." Standard Specifications shall include the following referenced standard specifications: "APWA Manual of Standard Specifications 2017 Edition", including all sections referenced in these contract documents and those specifications found in Part III Technical Specifications, and "City Standard Specifications".

**Project Manual** - The Specifications, as they are defined in the General Conditions.

**ARTICLE 2 - PRELIMINARY MATTERS**

**2.1 Legal Address of the City:**

The official address of City of West Jordan shall be 8000 S. Redwood Road, West Jordan, Utah 84088, or such other address as the City may subsequently designate in written notice to the Contractor.

**2.3 Legal address of the City's Project Representative:**

The name and address of the City's Project Representative shall be David Murphy located at 8000 South

Redwood Road, West Jordan, Utah 84088, or such other address as the Project Representative may subsequently designate in writing to the Contractor.

### **ARTICLE 3 - CONTRACT DOCUMENTS; INTENT, AMENDING, AND REUSE**

#### **3.1 Scope:**

a. The work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, and manufactured articles and for furnishing all transportation services, and all fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Specifications, Drawings, Schedules, and other Contract Documents as defined in the Contract, all of which are made a part hereof and including such detail sketches as may be furnished by the Engineer or Architect from time to time during construction in explanation of said Drawings or other Contract Documents.

b. The Work shall be complete and operable, and all work, materials, and services not expressly called for or shown in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no additional cost to the City.

#### **3.2 Contract Drawings:**

a. The location of the Work, its general nature and extent, and the form and general dimensions of the Project and appurtenant works are shown on the Drawings, hereby made a part of these Contract Documents. The Drawings entitled, "Fall Water Drive Project," are dated prior to the date of opening bids. Drawing changes made subsequent to the date of opening bids shall only be issued under a Change Order, as provided in Article 10 of the General Conditions.

### **ARTICLE 4 – AVAILABILITY OF LAND; PHYSICAL CONDITIONS; REFERENCE POINTS**

#### **4.2 Physical Conditions:**

a. There were no geotechnical investigations or soil borings or other explorations of subsurface conditions performed for the preparation of the design of this project. The CONTRACTOR shall perform his own investigations, as he considers necessary to become familiar with the physical conditions of what may be encountered during construction of this project.

### **ARTICLE 5 - BONDS AND INSURANCE**

#### **5.1 Performance and other Bond Amounts:**

The Contractor shall furnish a satisfactory Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract Price.

#### **5.2 Insurance Amounts:**

The limits of liability for insurance as required by Article 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation:
  - a) State: Statutory Amount
  - b) Employer's Liability: \$ 100,000
  
2. Commercial General Liability:
  - a) Bodily Injury (Including completed operations and products liability and wrongful death):
 

\$ 2,000,000	Per Person
\$ 3,000,000	Each Occurrence

  
 Property Damage:
 

\$ 1,000,000	Each Occurrence
\$ 2,000,000	Annual Aggregate
  - b) Property damage liability insurance will provide explosion, collapse, and underground coverages where applicable.
  
3. Business Automobile Liability:
  - a) Split Limits
    - Bodily Injury (Including wrongful death):
 

\$ 1,000,000	Each Person
\$ 3,000,000	Each Occurrence
    - Property Damage
 

\$ 500,000	Each Occurrence
------------	-----------------
 Or
  - b) A Combined Single Limit of \$3,000,000
  
4. Builder's Risk: (required for above ground construction)
 

100 Percent of the Contract Price
  
5. Insurance policies need to list as additionally insured the following: "The City of West Jordan, Utah, its elected officials, officers, employees, agents and volunteers."
  
6. In the lower right hand corner of the ACORD insurance form under Cancellation, the following statement should be included: "This policy shall not be subject to cancellation, change, or reduction of coverage by the other party or parties hereto, unless notice, as defined herein, is sent to the OWNER, with a copy to the ENGINEER and the OWNER's attorney at least 30 days prior to conclusion."

**ARTICLE 6 - THE CONTRACTOR'S RESPONSIBILITIES**

**6.1 Subcontract Limitations:**

In addition to the provisions of Article 6.5 of the General Conditions, the Contractor shall perform not less than 20 percent of the Work included in the original Contract Price with its own forces (i.e., without subcontracting), except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total Contract Price before computing the amount of work required to be performed by the Contractor with its own forces. When items of work in the Bid Schedule are preceded by the letter "S," such items are designated as "specialty Items." Where an entire item is subcontracted, the value of the work subcontracted will be based upon the contract item bid price. When a portion of an item is subcontracted, the value of the work subcontracted will be the estimated percentage of the contract item bid price, determined from the information submitted by the Contractor, subject to approval of the Architect. The 20 percent requirement shall be understood to refer to the Work, the value of which totals not less than the full Contract Price.

## **6.2 Laws and Regulations:**

The Work is located in City of West Jordan, state of Utah. The Contractor shall comply with all ordinances, regulations, and other lawful requirements of said City, County, and State governing the work on public property. In particular the Contractor's attention is directed to Section 01560 entitled "Temporary Environmental Controls."

## **ARTICLE 9 - THE ENGINEER'S STATUS DURING CONSTRUCTION**

a. The Resident Project Representative (RPR), who is the City's and the Architect's onsite representative, will act as directed by and under the supervision of the Construction Manager of City of West Jordan, and will confer with the Architect and the City regarding its actions. The Resident Project Representative's dealings in matters pertaining to onsite work shall in general only with the Architect and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge and consent of the Contractor. Written communication with the City shall only be addressed to the Architect or the Construction Manager and shall be submitted or delivered through the Resident Project Representative.

b. The Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative shall be as specified in EJCDC Document No. 1910-1-A (1984 Edition) entitled "Suggested Listings of Duties, Responsibilities and Limitations of Authority of Resident Project Representative," a copy of which is placed at the end of this document, and is hereby included as a part of these Supplementary General Conditions by this reference thereto.

## **ARTICLE 10 - CHANGES IN THE WORK**

- 10.2 Allowable Quantity Variations: Deleted**
- 10.3 Increases of More Than 25 Percent: Deleted**
- 10.4 Decreases of More Than 25 Percent: Deleted**

## **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

### **11.1 Equipment Rental Rates:**

Whenever under the terms of this Contract the Contractor is entitled to additional payment for the use of rental equipment, the Contractor will be paid for the use of the Equipment at the rental rate listed for such



equipment specified in the current edition of the following reference publication:

"Rental Rates and Specifications" [The "Green Book"] as published by Associated Equipment Distributors, 615 West 22nd Street, Oakbrook, IL 60521, Phone (312) 654-0650.

## **ARTICLE 12 - CHANGE OF CONTRACT TIME**

### **12.1 Inclement Weather Delays:**

The Contractor's construction schedule shall be based upon the inclusion of an estimated number of days of inclement weather expected to be encountered during the specified contract term, based upon the U.S. Weather Bureau records for the preceding 3-year period. Inclement weather shall be as defined in Article 12.2a of the General Conditions. Except for weather conditions encountered due to a delay caused by the City, which moves the construction term into a period of more severe weather, no request for an extension of contract time due to such weather delays will be considered until the actual number of such inclement weather days exceeds the number of days computed from the U.S. Weather Bureau 3-year average preceding this project.

## **ARTICLE 14 - PAYMENTS TO THE CONTRACTOR AND COMPLETION**

### **14.1 Amount of Retainage:**

The following provision shall be added to Article 14.3c of the General Conditions:

"In addition to the provisions of Article 14.11 of the General Conditions for withholding of funds from the Final Payment, the City may retain a portion of the amount of each progress payment otherwise due to the Contractor, as follows:

1. The City may retain 5 percent of each approved progress payment until the Work is 50 percent complete; then, the City may at its option suspend further retainage until the final progress payment.
2. The City reserves the right to reinstate up to 5 percent retainage of the total of the Work done if the City determines, at its discretion, that the Contractor is not performing the Work satisfactorily, or there is other specific cause for such retainage.

### **14.2 Unit Price Bid Schedule: Deleted.**

### **14.3 Application for Progress Payment:**

Add a new subparagraph (e), as follows:

(e) For all long lead purchases of electrical and mechanical building equipment that has been delivered to the site and safely and securely stored in accordance with the requirements of Section 01600, Materials and Equipment, the City will pay 50 percent of the Supplier's invoice price to the Contractor; provided, that no payment will be made for any materials, equipment, or components thereof, whose value is less than \$5,000 dollars.

**\*\*\* END OF SUPPLEMENTARY GENERAL CONDITIONS \*\*\***

**PART III**

**TECHNICAL SPECIFICATIONS**

## SECTION 01 11 00

### SUMMARY OF WORK

#### 1.01 GENERAL

- A. The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles for the Project. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.

#### 1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work comprises the construction of roadway improvements including curb, gutter, median, sidewalk, pedestrian ramps, concrete park strip, granular borrow, aggregate base, asphalt concrete, street lighting, street marking, raising utilities and monument lids as well as the construction of landscaping and irrigation improvement.
- B. The Work to be constructed is located along Fall Water Drive in West Jordan, Utah.

#### 1.03 BEGINNING AND COMPLETION OF THE WORK

- A. Time is the essence of the Contract. In accordance with the provisions of Article 2 of the Agreement, the Contractor shall begin the Work on the date specified in the written Notice to Proceed from the City, and shall complete all of the Work included in the Contract within the time specified in said Notice. Time stated for completion shall include final cleanup of the premises.

#### 1.04 CONTRACT METHOD

- A. The Work hereunder will be constructed under a unit-price contract.
- B. The Contractor shall include the requirements of the General Conditions and Supplementary General Conditions of the Contract as a part of all of its subcontract agreements.

#### 1.05 ORDER OF THE WORK

- A. The Work shall be carried on at such places on the project and also in such order or precedence as may be found necessary by the Engineer or Architect to expedite completion of the Project. After work has begun on any portion of a designated part of the Project, it shall be carried forward to its final completion as rapidly as practicable. The order and time to complete shall conform to the requirements of the approved Contractor's schedule as submitted under the provisions for "*Contractor's Schedules*" in Section 01 33 00, "*Contractor Submittals*" and the requirements of Section 01 32 16, "*CPM Construction Schedule*."

## 1.06 WORK BY OTHERS

- A. General: The Contractor's attention is directed to the fact that other contractors may conduct work at the site during the performance of the Work under this contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts.
- B. Interference With Work on Utilities: The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.
- C. Concurrent Work by Other Contractors: The Contractor's attention is directed to the fact that work *will may* be conducted *at adjacent to* the site by other contractors during the performance of the Work of this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors.

## 1.07 WORK SEQUENCE

- A. Construct Work in stages to accommodate OWNER use of premises during construction.
1. Coordinate Progress Schedule during construction.
  2. Provide for continuous public usage. Roads should not be closed without the consent of the Director of Public Works during any phase of construction.
  3. Construction Work in each stage: It is anticipated that the Contractor will stage the work as shown below.
    - a. Establishing traffic control,
    - b. Installing erosion control measures,
    - c. Clear and Grub Site
    - d. Rough Grading
    - e. Installing conduits (power, irrigation)
    - f. Installing geotextile fabric,
    - g. Installing aggregate base materials,
    - h. Installing curb and gutter,
    - i. Installing asphalt
    - j. Installing concrete sidewalk, parkstrip, apron
    - k. Applying traffic markings, and
    - l. Restoring surface features to finish grade such as manhole lids, valve and monument covers.
    - m. Installing street lighting
    - n. Installing irrigation and landscaping
    - o. Removing traffic control and erosion control measures.

## 1.08 PROJECT MEETINGS

- A. Preconstruction Conference: Prior to the commencement of Work at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by the Contractor, its superintendent, and its subcontractors as appropriate. Other attendees will be:

1. Engineer and the Resident Project Representative.
  2. Representatives of City.
  3. Governmental representatives as appropriate.
  4. Others as requested by Contractor, City, or Engineer.
- B. Unless previously submitted to the Engineer, the Contractor shall bring to the conference one copy each of the following:
1. Tentative Construction Schedule.
  2. Procurement schedule of major equipment and materials and items requiring long lead-time.
  3. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
  4. *Schedule of values (lump sum price breakdown) for progress payment purposes.*
- C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the Contractor prior to the meeting date, which may include the following:
1. Contractor's tentative schedules.
  2. Transmittal, review, and distribution of Contractor's submittals.
  3. Processing applications for payment.
  4. Maintaining of record documents.
  5. Critical work sequencing.
  6. Field decisions and Change Orders.
  7. Use of project site, office and storage areas, security, housekeeping, and City's needs.
  8. Major equipment deliveries and priorities.
  9. Contractor's assignments for safety and first aid.
- D. The *City Construction Manager* will preside at the preconstruction conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.
- E. Progress Meetings: The Contractor shall schedule and hold regular on-site progress meetings at least *bi-weekly* and at other times as requested by Engineer or Architect or as required by progress of the Work. The Contractor, Engineer or Architect, and all subcontractors active on the site shall be represented at each meeting. Contractor may at its discretion request attendance by representatives of its suppliers, manufacturer's, and other subcontractors.
- F. The Contractor shall preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

\*\*\* END OF SECTION \*\*\*

## SECTION 01 29 00

### MEASUREMENT AND PAYMENT

#### **PART 1 - GENERAL**

##### **1.01 SCOPE**

- A. Payment for the various items of the Bid Sheets, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work as specified and shown on the drawings, including all appurtenances thereto. This shall include all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Utah Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Sheet(s), and all costs therefore shall be included in the prices named in the Bid Sheet(s) for the various appurtenant items of work.
- B. All pay line items will be paid for at the unit prices named in the Bid Sheets for the respective items of work. The quantities of work or material stated as unit price items on the Bid Sheets are supplied only to give an indication of the general scope of the Work; the City does not expressly nor by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall have the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the contract price.
- C. Quantity variations in excess of the allowable quantity changes specified herein shall be subject to the provisions of Article 10 of the General Conditions.

#### **PART 2 - PAYMENT SCHEDULE – BID SCHEDULE “A”**

##### **2.01 GENERAL**

- A. Units of measurement are listed below in the price schedules.
- B. ENGINEER will take all measurements and compute all quantities.
- C. CONTRACTOR will verify measurement and quantities with truck weigh tickets.
- D. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.

**2.02 PROGRESS SCHEDULE (Bid Item No. 1),**

- A. Specification Reference: Section 01 32 16.
- B. Measurement and payment for progress schedule will be made on a lump sum basis.
- C. Payment Covers: Costs associated with all labor, materials and equipment required to develop and implement a CPM construction schedule in accordance with the requirements of Section 01 32 16. Progress schedules shall be updated monthly and submitted with payment request.

**2.03 MOBILIZATION AND DEMOBILIZATION (Bid Item No. 2)**

- A. Specification Reference: Section 01 71 13, 01 32 16.
- B. Measurement and payment for mobilization will be made on a lump sum basis.
- C. Payment Covers: Mobilization; demobilization; videotaping site conditions prior to construction; temporary facilities; temporary utilities, security and protection, construction support, construction schedules, following existing safety regulations, providing a full time superintendent and obtaining any additional permits not already obtained by the OWNER. This pay item shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this portion of the Work for this construction project.
- D. For purposes of payment, Mobilization shall be paid for on a complete basis. The lump sum bid price for this bid item shall not exceed 8 percent of the total bid price for Schedule 1. The OWNER will pay the adjusted lump sum price for Mobilization. Mobilization will be paid on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	40 percent of mobilization lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	50 percent (up to 80 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 50 percent complete.
3 <sup>rd</sup>	10 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.

**2.04 QUALITY CONTROL (Bid Item No. 3),**

- A. Specification Reference: Section 01 45 00.
- B. Measurement and payment for quality control will be made on a lump sum basis.
- C. Payment covers all testing required of the CONTRACTOR as described in the Contract Documents, including but not limited to: developing and implementing a quality assurance/quality control program; compaction density testing that conforms to Section 32 05 10; concrete testing, asphalt testing; and all other quality control or quality assurance measures required to complete the Work.



D. For purposes of payment, Quality Control shall be paid for on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	30 percent of quality control lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	30 percent (up to 60 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 60 percent complete.
3 <sup>rd</sup>	40 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.

**2.05 TRAFFIC CONTROL (Bid Item No. 4)**

A. Specification Reference: Section 01 55 26.

B. Measurement and payment for traffic control will be made on a lump sum basis.

C. Payment Covers: Costs associated with all labor, materials and equipment required to develop and implement a traffic control plan in accordance with the requirements of the City of West Jordan; maintain smooth vehicular traffic flow in the project area during construction. Perform partial road closures as allowed in the Contract Documents; including but not limited to: signage, electronic message boards, barriers, warning devices, flaggers, public notification, and cleaning of roads to maintain a clean condition with no accumulation of dirt, debris, or other foreign objects as required by the contract and the street cut permits.

D. Payment shall also include all labor materials, and equipment required to maintain safe pedestrian access through the project area during construction; including but not limited to signage, warning devices, safety fencing, and maintaining a clean sidewalk that is free of dirt, gravel, and other construction debris.

E. For purposes of payment, Traffic Control shall be paid for on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	30 percent of traffic control lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	30 percent (up to 60 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 60 percent complete.
3 <sup>rd</sup>	40 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.

**2.06 CONSTRUCTION SURVEYING (Bid Item No. 5),**

- A. Specification Reference: Section 01 71 23, Section 01 71 34.
- B. Measurement and payment for construction surveying will be made on a lump sum basis.
- C. Payment Covers: Costs associated with all labor, materials and equipment required to complete all construction surveying required for the project using the benchmarks and coordinate system provided in the drawings.
- D. For purposes of payment, construction surveying shall be paid for on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	30 percent of construction surveying lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	30 percent (up to 60 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 60 percent complete.
3 <sup>rd</sup>	40 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.

**2.07 EROSION CONTROL (Bid Item No. 6),**

- A. Specification Reference: APWA Section 31 25 00 Erosion and Sedimentation Control, and City of West Jordan Land Disturbance Design and Construction Standards manual.
- B. Measurement and payment for erosion control will be made on a lump sum basis.
- C. Payment Covers: Costs associated with all labor, materials and equipment required to implement the storm water pollution prevention plan as identified in the project drawings throughout the duration of the project. Cost shall also include the submittal and permit costs associated with obtaining a UPDES storm water permit for general construction activities.
- D. For purposes of payment, Erosion Control shall be paid for on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	30 percent of erosion control lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	30 percent (up to 60 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 60 percent complete.
3 <sup>rd</sup>	40 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.

**ROADWAY IMPROVEMENTS**

**2.08 SITE CLEARING (Bid Item No. 7),**

- A. Specification Reference: Section 31 11 00.
- B. Measurement and payment for Site Clearing will be made on a lump sum basis.
- C. Payment shall constitute full compensation for clearing and grubbing site. Work to include removal of vegetation, debris, lumber, rubbish, and other objectionable material including disposal of the material offsite.
- D. Payment shall also include stripping and stockpiling topsoil.

**2.09 PAVEMENT DEMOLITION (Bid Item No. 8),**

- A. Specification Reference: Section 02 41 14 Pavement Demolition and 31 23 16 Excavation.
- B. Measurement: Payment for pavement demolition and removal shall be made on a square foot basis based on the amount of concrete, asphalt, road base and existing subgrade removed and disposed of as defined by depths identified on the drawings and Bid Schedule. Measurement shall be based on field measurements of pavement removal, to the nearest square foot.
- C. Payment Covers: Costs associated with all labor, materials and equipment required for pavement demolition, removal and disposal as well as road base and subgrade removal and disposal to depths as defined on the project drawings. Payment shall also cover the costs associated with the removal; and disposal of concrete curb, concrete manhole covers, valve boxes, monument lids, etc. required to permit the demolition of the pavement surface; protecting and cleaning all manholes, monuments, and valve boxes; benching cold joints and start and stop locations in to existing asphalt a minimum of two inches tie-in depth; removal and disposal of any mill tailings and excavation of road base and subgrade material; subgrade preparation; and all other appurtenant items necessary to complete the work.
- D. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation.

**2.10 ROADWAY EXCAVATION (Bid Item No. 9),**

- A. Measurement: Payment for roadway demolition and removal shall be made on a cubic yard basis based on the amount of road base and existing subgrade removed and disposed of as defined by depths identified on the drawings and Bid Schedule.
- B. Payment Covers: Costs associated with all labor, materials and equipment required for road base and subgrade removal and disposal to depths as defined on the project drawings. Payment shall also cover the costs associated with the excavation of road base and subgrade material; subgrade preparation; and all other appurtenant items necessary to complete the work.
- C. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation.

**2.11 ROADWAY FILL (Bid Item No. 10),**

- A. Measurement: Payment for roadway fill shall be made on a cubic yard basis based on the amount of common fill used to bring existing subgrade to proper elevation to begin placement of geotextile fabric and granular borrow for roadway section as defined by depths identified on the drawings and Bid Schedule.
- B. Payment Covers: Costs associated with all labor, materials and equipment required for road base and subgrade removal and disposal to depths as defined on the project drawings. Payment shall also cover the costs associated with the placement and compaction of the subgrade material; subgrade preparation; and all other appurtenant items necessary to complete the work.
- C. There will be no payment for over fill unless approved in writing by ENGINEER prior to placement.

**2.12 FURNISH AND INSTALL GEOTEXTILE FABRIC (Bid Item No. 11),**

- A. Geotextile's type and placement shall be done in accordance with APWA Section 31 05 19, City of West Jordan, and Manufacturer's specifications.
- B. Measurement- measurement for payment shall be by the square foot for Geotex 401 geotextile fabric installed as measured by the Engineer.
- C. Bid price covers cost of work and material identified in APWA Section 31 05 19 associated with installation. Bid price covers cost of seam overlaps and patches.

**2.13 FURNISH AND INSTALL ASPHALT CONCRETE (Bid Item No. 12),**

- A. Specification Reference: APWA Section 32 12 13.13 Tack Coat, 32 12 13.19 Prime Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per ton basis for PG 64-28 asphalt concrete (DM-1/2) furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install asphalt concrete in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing surfaces, furnishing, placing, compacting PG64-28 DM-1/2 asphalt concrete material to a depth shown on the plans, application of tack coat, sampling and testing, or any other appurtenant *items of work required to complete the work*.
- D. Contractor shall not furnish or install an asphalt mix with greater than 15 percent RAP included in the mix design

**2.14 FURNISH AND INSTALL UNTREATED BASE COURSE, (Bid Item No. 13),**

- A. Specification Reference: APWA Section 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10

Backfilling Pavements, 32 11 23 Crushed Aggregate Base and West Jordan City specifications.

- B. Measurement: Payment for pavement reconstruction – 1-inch minus untreated base course shall be made on a per cubic yard basis based on the amount of class A, 1-inch minus untreated base course furnished, placed and compacted to depths identified on the drawings and Bid Schedule.
- C. Payment Covers: Costs associated with all labor, materials and equipment required for untreated base course construction including furnishing, placing, and compacting class A, 1-inch minus untreated base course and all other appurtenant items necessary to complete the work

**2.15 FURNISH AND INSTALL GRANULAR BORROW, (Bid Item No. 14),**

- A. Specification Reference: APWA Section 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 31 05 13 Common Fill and West Jordan City specifications.
- B. Measurement: Payment for granular borrow shall be made on a per cubic yard basis based on the amount of class A-1-a granular borrow furnished, placed and compacted to depths identified on the drawings and Bid Schedule. .
- C. Payment Covers: Costs associated with all labor, materials and equipment required for granular borrow(sub-base) course construction including furnishing, placing, and compacting class A-1-a granular borrow to a depth of 24-inches and all other appurtenant items necessary to complete the work. Material shall consist of clean granular soils with a maximum of 15 percent passing the No. 200 mesh sieve with no particles larger than 3 inches in maximum diameter. Material shall be non-plastic.

**2.16 FURNISH AND INSTALL CONCRETE CURB AND GUTTER (Type A) (Bid Item No. 15),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per linear foot basis for concrete curb and gutter furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete curb and gutter in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing subgrade surfaces, furnishing and placing 6 inches of ¾” minus select fill base course material, furnishing and placing concrete curb and gutter, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work required to complete the work.

**2.17 FURNISH AND INSTALL CONCRETE CURB – 15 INCH MOUNTABLE, Type B5, 6INCH RAISED (Bid Items No. 16-18),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30

05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.

- B. Measurement: Measured and paid for on a per linear foot basis for the type of concrete curb furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete curb and gutter in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing subgrade surfaces, furnishing and placing 6 inches of ¾" minus select fill base course material, furnishing and placing concrete curb and gutter, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work required to complete the work.

**2.18 CONCRETE TRUCK APRON (8 inches thick) (Bid Item No. 19),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a square foot basis for concrete truck apron furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete truck apron in the project in accordance with APWA specifications and the requirements of the City of West Jordan.
- D. Payment shall include but not be limited to; preparation of the existing subgrade surfaces, furnishing and placing 8 inches of 1" minus select fill base course material, furnishing 8 inches of granular borrow, furnishing and placing 8 inch thick concrete truck apron, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

**2.19 CONCRETE PARK STRIP (Bid Item No. 20),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per square foot basis for concrete park strip furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.

- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install colored concrete park strip in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; preparation of the existing subgrade surfaces, furnishing and placing select fill base course material, furnishing and placing concrete park strip, furnishing and placing concrete color furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

**2.20 FURNISH AND INSTALL CONCRETE SIDEWALK - 5 FOOT WIDE, 8 FOOT WIDE (Bid Items No. 21-22),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a square foot basis for concrete sidewalk furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete sidewalk in the project in accordance with APWA specifications and the requirements of the City of West Jordan.
- D. Payment shall include but not be limited to; preparation of the existing subgrade surfaces, furnishing and placing 4 inches of 1" minus select fill base course material, furnishing and placing concrete sidewalk, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

**2.21 FURNISH AND INSTALL CONCRETE PEDESTRIAN ACCESS / BIKE RAMP – (Bid Item No. 23),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per each basis for concrete accessibility ramps furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete accessibility ramps in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing subgrade surfaces, furnishing and placing 4 inches of ¾" minus select fill base course material, furnishing and placing 6 inch thick concrete accessibility ramps, and landing as shown in the plans, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing

compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

**2.22 FURNISH AND INSTALL PLOWABLE END SECTIONS (Bid Item No. 24),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per each basis for concrete plowable furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete curb and gutter in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing subgrade surfaces, furnishing and placing 6 inches of ¾" minus select fill base course material, furnishing and placing concrete plowable end sections, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, flexible post marker, or any other appurtenant items of work required to complete the work.

**2.23 FURNISH AND INSTALL STREET MONUMENTS (Bid Item No. 25),**

- A. Specification Reference: APWA Section 33 05 14 Utility Grade Adjustment.
- B. Measurement for payment for adjusting monuments to grade will be based upon the actual quantity, each, of such monuments, adjusted to grade in accordance with the plans and specifications.
- C. Payment shall constitute full compensation for all excavation, backfill, lowering prior to milling, protection from tailings, cleaning after milling, removal and replacement of said monument frame and cover, removal and/or addition of filler rings, mortar, disposal of waste or excess materials, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.
- D. All monuments are to be removed prior to milling operations to permit continuous milling of pavement surface. All monuments are to be protected from mill tailings and are to be cleaned by vactoring immediately after milling operation. All monuments are to be raised and re-set to grade within 1 week after paving operations are concluded according to county standards.
- E. Large plates must be used to cover concrete collars until they have cured. Plates must be large enough to protect the collar and not damage asphalt or vehicles.

**2.24 RAISE AND LOWER VALVES / INSTALL COLLARS (Bid Item No. 26),**

- A. Specification Reference: APWA Section 33 05 14 Utility Grade Adjustment.
- B. Measurement for payment for adjusting valves to grade will be based upon the actual quantity, each, of such valves, adjusted to grade and collared in accordance with the plans and specifications.
- C. Payment shall constitute full compensation for all excavation, backfill, lowering prior to milling, protection from tailings, cleaning after milling, removal and replacement of said valve frame and cover, removal and/or addition of filler rings, mortar, disposal of waste or excess materials, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the



Bid Sheets.

- D. All valves are to be removed prior to milling operations to permit continuous milling of pavement surface. All valves are to be protected from mill tailings and are to be cleaned by vactoring immediately after milling operation. All valves are to be raised and re-set to grade within 1 week after paving operations are concluded.
- E. Large plates must be used to cover concrete collars until they have cured. Plates must be large enough to protect the collar and not damage asphalt or vehicles.

**2.25 RAISE AND LOWER MANHOLES / INSTALL COLLARS (Bid Item No. 27),**

- A. Specification Reference: APWA Section 33 05 14 Utility Grade Adjustment.
- B. Measurement for payment for adjusting manholes to grade will be based upon the actual quantity, each, of such manholes, adjusted to grade in accordance with the plans and specifications.
- C. Payment shall constitute full compensation for all excavation, backfill, lowering prior to milling, protection from tailings, cleaning after milling, removal and replacement of said manhole frame and cover, removal and/or addition of filler rings, mortar, disposal of waste or excess materials, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.
- D. All manholes are to be removed prior to milling operations to permit continuous milling of pavement surface. All manholes are to be protected from mill tailings and are to be cleaned by vactoring immediately after milling operation. All manholes are to be raised and re-set to grade within 1 week after paving operations are concluded.
- E. Large plates must be used to cover concrete collars until they have cured. Plates must be large enough to protect the collar and not damage asphalt or vehicles.

**2.26 INSTALL INLET COVERS (Bid Item No. 28),**

- A. Specification Reference: APWA Section 33 05 14 Utility Grade Adjustment.
- B. Measurement for payment for installing inlet covers to grade will be based upon the actual quantity, each, of such inlets, adjusted to grade in accordance with the plans and specifications.
- C. Payment shall constitute full compensation for all excavation, backfill, lowering prior to milling, protection from tailings, cleaning after milling, removal and replacement of said inlet frame and cover, removal and/or addition of riser sections, mortar, disposal of waste or excess materials, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.
- D. All inlets are to be removed prior to milling operations to permit continuous milling of pavement surface. All inlets are to be protected from mill tailings and are to be cleaned by vactoring immediately after milling operation. All inlets are to be raised and re-set to grade within 1 week after paving operations are concluded.
- E. Large plates must be used to cover concrete collars until they have cured. Plates must be large enough to protect the collar and not damage asphalt or vehicles.

**2.27 FURNISH AND INSTALL STREET LIGHT (Bid Item No. 29),**

- A. Measurement: Measured and paid for on a per each basis for arterial street lights furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- B. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install arterial street lights in the project in accordance with APWA specifications and

the requirements of the City of West Jordan. Payment shall include price for all labor, tools, equipment and materials necessary to install arterial streetlight per West Jordan City Plan No. RD-225 including meter, and connection to nearest power source as dictated by Rocky Mountain Power Utility Company.

**2.28 FURINSH AND INSTALL 2-INCH PVC CONDUIT (COMPLETE), (Bid Item No. 30),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 32 17 23 Pavement Markings, 33 05 25 Pavement Restoration, 33 05 17 Polyvinyl Chloride Pipe, 33 05 20 Backfilling Trenches,
- B. Measurement: Measured and paid for on a per linear foot basis for the actual quantity of 2-inch PVC conduit fabricated and installed. Measurement to be along the pipe in the field. Junction boxes required on the plans are to be included in the linear foot cost of the conduit.
- C. Payment shall constitute full compensation for demolition, removal and disposal of waste materials, dewatering trench, shoring and bracing, excavation regardless of depth of proposed 2-inch conduit, furnishing and installing 2-inch PVC conduit as indicated on the plans; junction boxes, fiberglass sweeps, tees, sleeves, bends, miscellaneous pipe, fittings, gaskets , furnishing and placing of sand bedding, pipe zone backfill, trench zone backfill, miscellaneous fill required for construction, compaction, surface restoration or any other appurtenant items of work required to complete the work.
- D. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation.

**2.29 FURINSH AND INSTALL 3, 4, 6-INCH PVC IRRIGATION SLEEVES (COMPLETE), (Bid Items No. 31-33),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 32 17 23 Pavement Markings, 33 05 25 Pavement Restoration, 33 05 17 Polyvinyl Chloride Pipe, 33 05 20 Backfilling Trenches,
- B. Measurement: Measured and paid for on a per linear foot basis for the actual quantity of 3 thru 6-inch PVC irrigation sleeves fabricated and installed. Measurement to be along the pipe in the field.
- C. Payment shall constitute full compensation for demolition, removal and disposal of waste materials, dewatering trench, shoring and bracing, excavation regardless of depth of proposed 2-inch conduit, furnishing and installing 3 thru 6-inch PVC irrigation sleeves as indicated on the plans; sleeves, bends, miscellaneous pipe, fittings, gaskets , furnishing and placing of sand bedding, pipe zone backfill, trench zone backfill, miscellaneous fill required for construction, compaction, surface restoration or any other appurtenant items of work required to complete the work.
- D. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation

**2.30 FURNISH AND INSTALL TRAFFIC SIGNS (Bid Item No. 34),**

- A. Specification Reference: APWA 2017 Specifications sections, 32 01 05 Information, Regulatory, and Warning Signs..
- B. Measurement: Measurement and payment for this item will be made on a per each basis.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install new traffic signs as shown on the Project Pavement Marking Sheets in accordance with APWA specifications and the requirements of the City of West Jordan.

**2.31 TRAFFIC (PAVEMENT) MARKINGS, Alkyd Resin Paint, Type F, (Bid Item No. 35),**

- A. Specification Reference: UDOT Specifications Section 02765 Pavement Marking Paint.
- B. Measurement and payment for Traffic Pavement Markings will be made on a lump sum basis.
- C. Payment shall constitute full compensation for the cost of all for all labor, tools, equipment and materials necessary to furnish and install pavement markings as shown on the Contract Documents and as described in UDOT Specifications and the MUTCD.

**PART 3 - PAYMENT SCHEDULE – BID ALTERNATIVE “A”,**

**3.01 FURNISH AND INSTALL IRRIGATION SYSTEM - COMPLETE, (Bid Item No. A1),**

- A. Specification Reference: APWA Section 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 84 23 Underground Irrigation Systems and West Jordan City landscape and irrigation policy and design criteria manual.
- B. Measurement: Measured and payment for this item will be made on a lump sum basis.
- C. Payment shall constitute full compensation for the cost of all for all labor, tools, equipment and materials necessary to furnish and install landscape irrigation system as indicated on the plans and in accordance with AWPAs specifications and West Jordan Landscape and Irrigation Policy and Design Criteria Manual. Payment shall include but not limited to water connection, valves, controllers, piping, valves, controllers, sprinklers, couplers, strainers, backflow preventers, stop and waste valves, water meter, power meter, connection to power or any other appurtenant items of work for which separate payment is not otherwise specifically provided.

**3.02 FURNISH AND INSTALL LANDSCAPING - COMPLETE, (Bid Item No. A2),**

- A. Specification Reference: APWA Section 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 91 13 Structural Soil Mix, 32 91 19 Landscape Grading, 32 92 00 Turf And Grass, 32 98 00 Vegetation Establishment Period and West Jordan City Landscape and Irrigation Policy and Design Criteria Manual.
- B. Measurement: Measured and payment for this item will be made on a lump sum basis.

- C. Payment shall constitute full compensation for the cost of all for all labor, tools, equipment and materials necessary to furnish and install 6 inches of topsoil, sod, plantings, trees in the project as indicated on the plans and in accordance with AWWA specifications and West Jordan Landscape and Irrigation Policy and Design Criteria Manual. Payment shall include but not limited to weed removal, 6 inches of topsoil, sod, plantings, trees or any other appurtenant items of work for which separate payment is not otherwise specifically provided.

**\*\*\* END OF SECTION \*\*\***

## **SECTION 01 31 13**

### **COORDINATION**

#### **1.01 GENERAL**

- A. The Contractor shall coordinate all work hours, shut downs, and closures during the construction period with all utility service companies, local school district schools, businesses and residents, and City staff. The Contractor shall submit a proposed work schedule to the City for approval per Section 01 32 16.
- B. The Contractor shall restore affected utility systems to full operation after each work day and will be liable to repair all damage to existing utility systems that are damaged by the new construction. The Contractor shall repair all existing infrastructure that is damaged by the new construction including replacement of existing trees, shrubs, ground cover and lawn with plant material of comparable size within 48 hours of damage (non-wintertime conditions). The Contractor shall restore all disturbed areas of the roadway surface to useable condition after each workday.
- C. The Contractor is to coordinate with the School District regarding safe school walking route, busing, etc. as part of the work. The Contractor is to coordinate with the School District regarding safe school walking route, busing, etc. as part of the work.
- D. The Contractor shall notify the local fire and police departments when construction activities will block traffic or create detour routes.

#### **1.02 INTERRUPTIONS OF UTILITY SERVICE**

- A. The Contractor shall restore affected utility systems to full operation after each work day and will be liable to repair all damage to existing utility systems that are damaged by the new construction.
- B. All work that requires disruption of the water supply must be completed first. All work that requires disruption of sanitary sewer service must be completed second.
- C. The Contractor is responsible for giving the City a 7-day written notice prior to any shut-downs or closures which will affect services to the City's residents. Prior to shut down a pre-activity meeting shall be held to discuss in detail the work to be done as part of the shutdown.
- D. All utility equipment that is to be removed, relocated or adjusted will be marked in the field by a representative of the City and/or a representative of the respective utility company.
- E. The Contractor is responsible for ensuring all existing facilities that are to be removed, are returned to the City, or to the appropriate utility company.
- F. The Contractor is to coordinate water shutdowns with the City Water Department. Water valves shall only be operated by City personnel.

### **1.03 PERMITS**

- A. The Contractor shall obtain permits required for the execution of the work in accordance with the Contract Documents. Copies of these permits shall be provided to the Owner.
- B. The intent of the Permit Section of the specifications is to furnish the Contractor with a preliminary list of required permits for the work under the Contract Documents. Contractor should note that additional permit requirements may exist or arise.
- C. The Contractor shall include in the cost of the Bid the cost of obtaining all necessary permits including application fees and other costs, and the costs of complying with the conditions of all permits. Any fees listed in this section are estimates for Contractor information only. The Contractor shall verify and pay all actual fees.
- D. The Owner does not guarantee the completeness of the preliminary list of permits. The absence of information does not relieve the Contractor of the responsibility of determining or verifying the extent of the permits required and of obtaining permits.
- E. The Contractor shall submit within 30 days of the Notice to Proceed a list of all permits the Contractor shall obtain indicating the agency required to grant the permit, the expected date of permit submittal, and the required date for receipt of the permit.

### **1.04 PRELIMINARY LIST OF PERMITS TO BE OBTAINED BY THE CONTRACTOR**

- A. The following permits shall be obtained by the Contractor. Copies of these permits shall be submitted to the Project Representative and be held on-site. The Contractor shall comply with all conditions of the permit.
  - 1. Private Property Owner Permit – Written permission to use private water.
  - 2. Private Property Owner Permit – Written permission to use property for equipment storage or staging area.
  - 3. City of West Jordan Right of Way Encroachment Permit. This permit covers construction within City of West Jordan right of way.
    - a. The Contractor shall obtain the permit from the City of West Jordan Engineering Department, 8000 South Redwood Road, West Jordan Utah.
    - b. City of West Jordan will waive any fees associated with this permit as the Contractor is working for the City.
  - 4. City of West Jordan Construction Water Meter. If water for construction is required and will be taken from a City fire hydrant, the Contractor shall obtain a hydrant meter from the City. A deposit and monthly user fee is required for the use of the meter.
    - a. The Contractor shall apply for the hydrant meter with the City of West Jordan Utility Billing Department, 8000 South Redwood Road, West Jordan Utah.
    - b. The Contractor shall obtain the meter from the City of West Jordan Water Department, 8040 South 4000 West Street, West Jordan Utah.
    - c. The Contractor shall be responsible to pay all fees associated with the hydrant meter. The meter must be returned undamaged to receive a refund of the deposit fee, or the Contractor shall pay to repair or replace the meter.

**\*\*\* END OF SECTION \*\*\***

**SECTION 01 32 16**  
**CPM CONSTRUCTION SCHEDULE**

**1.01 GENERAL**

- A. The project management scheduling tool "Critical Path Method," a network scheduling system commonly called CPM, shall be employed by the Contractor for cost reporting, planning, and scheduling, of all work required under the Contract Documents. All schedule reports shall be in the form of computer printouts. The Contractor may elect to use bar charts (Gantt Charts) as an onsite scheduling tool; provided, that all such bar charts shall be generated from the approved CPM network using the same computer program as used for the CPM network and reports submitted to the Engineer or Architect.

**1.02 CONSTRUCTION SCHEDULE**

- A. The project management scheduling tool "Critical Path Method," a network scheduling system commonly called CPM, shall be employed by the Contractor for cost reporting, planning, and scheduling, of all work required under the Contract Documents. Schedules must be submitted in both paper and soft copy format using Primavera Systems, Inc., scheduling software.
- B. Schedule Submittals:
1. Proposed Construction Schedule: Submit at Preconstruction Conference, per Section 01 33 00 entitled "Contractor Submittals". Provide a revised version of proposed construction schedule after Engineer or Architect approval. ;
  2. Revised Construction Schedules: Updated revisions of the Initial Construction Schedules and network diagrams are required with each progress payment submittal.
- C. Acceptance: Schedules should be fully reviewed to ensure they comply with the schedule submission requirements before acceptance. Work on the project cannot begin until the City of West Jordan has approved the submitted schedule. When the Preliminary Construction Schedule network diagram and schedule reports have been accepted by the Engineer or Architect, the Contractor shall submit to the Engineer or Architect 4 copies of the network diagram.
- D. Schedule Standards: Schedules must be submitted in both paper and soft copy format. The following information is required as part of the schedule submittal for this project:
1. Each schedule report shall be prefaced with the following summary data: Project name, contractor, duration, scheduled completion date, and the date of commencement of the Work. If an updated schedule, cite the new project completion date and current project status.
  2. Paper copies of all submitted schedules must show a Critical Path in a Gantt (Bar) chart format. Individual pages shall not exceed 11-inch by 17-inch.
  3. The schedule must be created using predecessor/successor logic. Schedules shall indicate the relationship lines between the various activities.
  4. Notation on each activity arrow shall include a brief work description and a duration estimate. The duration estimate indicated for each activity shall be computed in working days, converted to calendar days, and shown on the construction schedule in calendar days, and shall represent the



- single best estimate considering the scope of the Work and resources planned for the activity. Limit the maximum duration of any activity to 15 days unless otherwise accepted by the Engineer.
5. All construction activities and procurement shall be indicated in a time scaled format and a calendar scale shall be shown on all sheets. Each activity arrow or node shall be plotted so that the beginning and completion dates and free float time of said activity could be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical activities, and free float for each non-critical activity. All non-critical path activities shall show estimated performances time and free float time in scaled form.
  6. Schedule calendars should represent the workdays of the proposed workweek(s) and any approved non-workdays (e.g. Holidays and seasonal shutdown periods).
  7. If there is a contractual finish date, the critical path must reflect Total Float calculated from this date. Total project float is defined as the cumulative length of time activities can be delayed before they affect the finish date of the project. Float is a shared commodity between the Contractor and the Department and not for the exclusive use or financial benefit of either party. Either party has the full use of the project float until it is depleted.
- E. Schedule Format: Schedule Reports shall be prepared from the Preliminary Construction Schedule and from all subsequent Revised Construction Schedules, and shall include the following minimum data for each activity:
1. Activity Numbers or i-j Numbers.
  2. Estimated Activity Duration.
  3. Activity Description (including procurement items)
  4. Early Start Date (Calendar Dated).
  5. Early Finish Date (Calendar Dated).
  6. Late Start Date (Calendar Dated).
  7. Late Finish Date (Calendar Dated).
  8. Status (Whether Critical).
  9. Total Float for Each Activity.
  10. Free Float for Each Activity.
  11. Cost Value of Each Activity.
- F. Schedule Narrative: Provide a schedule narrative that describes:
1. The construction philosophy supporting the work outlined in the submitted schedule. Address the reasons for the sequencing of the work and describe any limited resources, potential conflicts, or any other items that may affect the project schedule.
  2. The justification for the constraints used.
  3. The approach used to apply relationships between activities, for example, all ties are base on physical relationships between work activities.
  4. The project critical path and any challenges that may arise associated with the critical path.
  5. How coordination will be handled.
- G. Schedule Updates: Updated schedules must show the following:
1. Cumulative progress reported up to the end of the current update cycle.
  2. The progress date (data date) advanced to represent the date to which progress has been recorded.
  3. Actual start and actual finish date for completed activities.
  4. Remaining duration estimates for activities in progress but not completed.
  5. Changes to the critical path and the project finish date.

6. Changes in the scope of the project or activities. This may include updated durations, additional or voided activities, and changed schedule logic and schedule log notes documenting the change in project scope.
7. Suspension and resumption of work on delayed activities with log notes documenting the reason for delay.

### **1.03 CHANGE ORDERS**

- A. Upon issuance of a Change Order or Work Directive Change, the approved change shall be reflected in the next submittal of the Revised Construction Schedule by the Contractor.

### **1.04 COST VALUE FOR ACTIVITIES**

- A. The Contractor shall establish a cost value for each activity in its CPM network so that monthly partial payments to the Contractor can be calculated on the basis of CPM-reported work in place. All cost value items shall be correlated with the line items of the required Schedule of Values.
- B. Subject to the provisions of Article 14 of the General Conditions, all cost value reports for network activities shall be based upon the close of books as of the 20th day of each month, and the computer printout report of such cost value for activities shall be submitted to the Engineer or Architect for review and approval not later than the 25th day of each month.
- C. Where it is elsewhere provided in these Specifications that payments will be allowed for materials delivered to the site but not yet incorporated in the Work, separate pay items shall be established for such materials and for the furnishing and the installation of such items. Costs of such materials delivered to the site but not yet incorporated into the Work shall not be included in the cost value of the installation of such materials but shall be covered under a separate cost value report.

\*\*\* END OF SECTION \*\*\*

## SECTION 01 33 00

### CONTRACTOR SUBMITTALS

#### 1.01 GENERAL

- A. General: Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer or Architect through the Project Representative at the construction site for recording and forwarding to the Engineer or Architect. A Submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, record drawings, bonds, or similar items required to be submitted to the City or the Engineer or Architect under the terms of the contract.
- B. Submittals Required Within 10 Days After Notice to Award: Within 10 days after the date of commencement as stated in the Notice to Award, the Contractor shall submit the following items to the Engineer or Architect:
1. You must deliver to the City three sets of Contract Documents containing fully executed counterparts of the Agreement. You must also deliver one set of Drawings. (The Contract Documents must bear your signature on the cover page.)
  2. You must deliver at least one set of Contract Documents containing the original Payment Bond, Performance Bond, and Insurance Certificate as specified in the Instructions to Bidders, the General Conditions (Article 5), and the Supplementary General Conditions. These need to be included in the bound Contract Documents.

Failure to comply with these conditions within the time specified will entitle the City to consider your Bid abandoned, to annul the Notice of Award, and to declare your Bid Security forfeited.

Within 10 days after you comply with the foregoing conditions, the City will return to you one fully executed counterpart of Contract Documents.

- C. Submittals Required Prior to Preconstruction Conference: Prior to scheduling a preconstruction conference with the City, the Contractor shall submit a Preliminary Construction Schedule with verifiable job logic, as specified in Section 01 32 16 CPM Scheduling.
- D. Submittals Required Within 7 Days After Notice to Proceed: Within 7 days after the date of commencement as stated in the Notice to Proceed, the Contractor shall submit the following items to the Engineer or Architect for review:
1. A preliminary schedule of Shop Drawings and proposed substitutes or "Or Equal" submittals.
  2. A list of all permits and licenses the Contractor shall obtain indicating the agency required to grant *the permit and the expected date of submittal for the permit and required date for receipt of the permit.*
- E. Submittals Required Within 35 Days After Agreement: The Contractor shall, within 35 days after execution of the Agreement, submit to the Engineer or Architect all proposed Substitutes or "Or

Equal" products for the Engineer or Architect's review and approval. All such submittals shall be in conformance with the requirements of Paragraph 1.04, herein.

- F. The Contractor hereby agrees that failure to submit alternative product requests within the stipulated time period shall act as a waiver of any future rights to offer such substitutes, and the Contractor hereby agrees to provide one of the specific products called for in the Contract Documents.
- G. Submittals Required Prior to Final Payment: Prior to submitting final payment, the Contractor shall submit the following items to the Engineer or Architect for review:
1. Written guarantees or warranties, where required
  2. Completed final Record Drawings
  3. Certificates of inspection and acceptance by local governing agencies having jurisdiction
  4. Releases executed by property owners adjacent to the project site attesting that the Contractor has restored any damage done to their property during construction.
  5. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

## **1.02 SHOP DRAWINGS**

- A. Wherever called for in the Contract Documents, or where required by the Engineer or Architect, the Contractor shall furnish to the Engineer or Architect for review, 6 copies of each shop drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instruction, catalog sheets, data sheets, and similar items. Unless otherwise required, said Shop Drawings shall be submitted to the Engineer or Architect, through the Project Representative, at a time sufficiently early to allow review of it by the Engineer or Architect, and to accommodate the rate of construction progress required under the Contract.
- B. All Shop Drawings shall be accompanied by the Engineer or Architect's standard submittal transmittal form. This form may be obtained in quantity from the Engineer or Architect at reproduction cost. Any submittal not accompanied by such a form, or where all applicable items on the form are completed, will be returned for resubmittal.
- C. Normally, a separate transmittal form shall be used for each specific items or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer or Architect.
- D. Except as may otherwise be provided herein, the Engineer or Architect will return prints of each submittal to the Contractor through the Project Representative, with its comments noted thereon,

within 21 calendar days following their receipt by the Engineer or Architect. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer or Architect by the second submission of a submittal item. The City reserves the right to withhold monies due the Contractor to cover additional cost of the Engineer or Architect's review beyond the second submittal.

- E. If 3 copies of a submittal are returned to the Contractor marked "APPROVED" or "ACCEPTED" or "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required,
- F. If one copy of the submittal is returned to the Contractor marked "AMEND-RESUBMIT," the Contractor shall revise said submittal and shall resubmit 6 copies of said revised submittal to the Engineer or Architect.
- G. If one copy of the submittal is returned to the Contractor marked "REJECTED-RESUBMIT," the Contractor shall revise said submittal and shall resubmit 6 copies of said revised submittal to the Engineer or Architect.
- H. Fabrication of an item may be commenced only after the Engineer or Architect has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "APPROVED" or "ACCEPTED" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- I. All Contractor submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submittal to the Engineer or Architect, through the Project Representative. Each submittal shall be dated, signed, and certified by the Contractor, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the Engineer or Architect of any Contractor submittals will be made for any items, which have not been so certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer or Architect, and any delays caused thereby shall be the total responsibility of the Contractor.
- J. The Engineer or Architect's review of Contractor submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

### **1.03 CONTRACTOR'S SCHEDULES**

- A. A Contractor's construction schedules shall be prepared and submitted to the Engineer or Architect in accordance with the provisions of Section 01 32 16 "CPM Construction Schedules" and Section 01 78 50 Mobilization.

### **1.04 PROPOSED SUBSTITUTES OR "OR EQUAL" ITEMS**

- A. For convenience in designation in the Contract Documents, any material, product, or equipment to

be incorporated in the Work may be designated under a brand or trade name or the name of a manufacturer and its catalog information. The use of any substitute material, product, or equipment which is equal in quality and utility and possesses the required characteristics for the purpose intended will be permitted, subject to the following requirements:

1. The burden of proof as to the quality and utility of any such substitute material, product, or equipment shall be upon the Contractor.
  2. The Engineer or Architect will be the sole judge as to the quality and utility of any such substitute material, product, or equipment and its decision shall be final.
- B. Wherever in the Contract Documents the name or the name and address of a manufacturer or Supplier is given for a material, product, or equipment, or if any other source of a material, product, or equipment is indicated therefore, such information is given for the convenience of the Contractor only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the Contractor to determine the accurate identity and location of any such manufacturer, Supplier, or other source of any material, product, or equipment called for in the Contract Documents.
- C. The Contractor may offer any material, product, or equipment which it considers equal to those specified. Unless otherwise provided by law or authorized in writing by the Engineer or Architect, the substantiation of any proposed substitute or "or-equal" material, product, or equipment must be submitted within 35 days after the execution of the Agreement. The Contractor, at its sole expense, shall furnish data concerning items it has offered as substitute or "or-equal" to those specified. The Contractor shall provide the data required by the Engineer or Architect to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the substitute or "or-equal" item will fulfill its intended function.
- D. The Contractor's attention is further directed to the requirement that its failure to submit data substantiating a request for a substitution of an "or equal" item within said 35-day period shall be deemed to mean that the Contractor intends to furnish one of the specific brand or trade-named material, product, or equipment specified in the Contract Documents and the Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment in each such case. Wherever a proposed substitute material, product, or equipment has not been submitted within said 35-day period, or wherever the submission of a proposed substitute materials, product, or equipment fails to meet the requirements of the Specifications and an acceptable resubmittal is not received by the Engineer or Architect within said 35-day period, the Contractor shall furnish only one of the materials, products, or equipment originally-named in the Contract Documents. Approval by the Engineer or Architect of a substitute item proposed by the Contractor shall not relieve Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substituted item. The Contractor shall also be responsible for resultant changes and all additional costs which the substitution requires in its work, the work of its subcontractors and of other contractors and shall effect such changes without cost to City.

#### **1.05 SUBMITTALS REQUIRING REVIEW OR ACTION**

- A. Use the following list to identify CONTRACTOR's need dates and ENGINEER's action dates.

<b>When Due</b>	<b>Section Reference</b>	<b>Submittal</b>
Pre-construction conference	01 33 00	Submittal Register
Pre-construction conference	01 33 00	Preliminary Progress Schedule
Prior to Starting Work	01 57 00	Storm Water Pollution Prevention Plan
Prior to Starting Work	01 33 00	Permits for Work
Prior to Starting Work	01 55 26	Traffic Control Plan
Prior to Use	31 05 13	Top Soil Supplier and Source Data
Prior to Delivery On Site	31 05 13	Common Fill
Prior to Delivery On Site	32 11 23	Select Fill Mix Design
Prior to Delivery On Site	02741	Asphalt Concrete Mix Design Supplier's Mix
Prior to Delivery On Site	02748	Prime Coat Tack Coat Material Data Sheet
Prior to Delivery On Site	03 30 04	Portland Cement Concrete Source Data and Supplier's Mix
Prior to Delivery On Site	32 16 14	Detectable Warning Surface
Prior to Delivery On Site	32 17 23	Alkyd Resin Paint Material Data Sheet
Upon Delivery to Site	32 12 16	Asphalt Concrete Batch Delivery Ticket
Upon Delivery to Site	03 30 10	Portland Cement Concrete Batch Delivery Ticket
Prior to 1st Concrete Placement	03 30 10	Name, Certification Number and renewal date for all ACI Certified Finishers
Prior to 1st Concrete Placement	03 30 10	Portland Cement Concrete Curing Compound Source, Type, and Data
Daily as applicable	03 30 04 03 30 10	Portland Cement Concrete Quality Control Test Reports
With Each Monthly Pay Request	01 32 16	Progress Schedule
Prior to Substantial Completion	32 12 16.13	Profile Roughness Index Report
5 Working Days Prior to Substantial Completion	01 78 50	Certification of Compliance and Request for Final Inspection
Prior to Final Payment	01 78 50	Evidence of Payment to Suppliers and Subcontractors
Prior to Final Payment	01 78 50	Redlines – Record drawings

**NOTES:**

1. Section references listed in this table but not found in the Project Manual may be found in the APWA Standard Specifications.

## **1.06SAMPLES**

- A. Unless otherwise specified, whenever in the Specifications samples are required, the Contractor shall submit not less than 3 units of each such sample item or material to the Engineer or Architect for approval at no additional cost to the City.
- B. Samples, as required herein, shall be submitted for approval a minimum of 21 days prior to ordering such material for delivery to the job-site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the Work.
- C. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and manufacturer's names for identification and submittal to the Engineer or Architect for approval, through the Project Representative. Upon receiving approval of the Engineer or Architect, one set of the samples will be stamped and dated by the Engineer or Architect and returned to the Contractor through the Project Representative, one set will be retained by the Engineer or Architect, and one set of samples shall remain at the job site for reference by the Engineer or Architect and the Project Representative until completion of the Work.
- D. Unless otherwise specified, all colors and textures of specified items will be selected by the Engineer or Architect from the manufacturer's standard colors and standard materials, products, or equipment lines.

## **1.07RECORD DRAWINGS**

- A. **General:** The Contractor shall keep and maintain, at the job site, one record set of Contract Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction.
- B. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the Work as actually constructed.
- C. These master record drawings of the Contractor's representation of "as-built" conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up-to-date during the progress of the Work.
- D. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- E. Record drawings prepared by the Contractor shall be accessible to the Engineer or Architect at all times during the construction period and shall be delivered to the Engineer or Architect upon



completion of the work.

- F. Effect on Progress Payments: Requests for partial payments will not be approved if the record drawings are not kept current. All such Record Drawings will be inspected by the Engineer or Architect each month, showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, and the City will not process monthly payment requests until such drawings are made current each month.
- G. Final Record Drawings: Upon substantial completion of the Work and prior to final acceptance by the City, the Contractor shall complete and deliver the completed set of Record Drawings to the Engineer or Architect for transmittal to the City, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer or Architect into the Record Drawings will be assumed to be reliable, and the Engineer or Architect will not be responsible for the accuracy of such information, nor for any errors or omissions, which may appear on the Record Drawings as a result.
- H. Effect on Final Payment: Final payment will not be approved until the Contractor- prepared Final Record Drawings have been delivered to the Engineer or Architect. Said up-to-date, Record Drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.

\*\*\* END OF SECTION \*\*\*

**SECTION 01 42 19**  
**REFERENCE STANDARDS**

**1.01 GENERAL**

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Specialists, Assignments: In certain instances, specifications test requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

**1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS**

- A. Without limiting the general provisions of other portions of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References herein to codes shall mean the following listed codes, as adopted by City of West Jordan, including all addenda, modifications, amendments, or other lawful changes thereto:
1. 2003 International Building Code
  2. 2003 International Residential Code
  3. 2003 International Mechanical Code
  4. 2003 International Plumbing Code
  5. 2003 International Fire Code
  6. National Electric Code, 2002 Edition, as Published by the National Fire Protection Association (NFPA)
- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents,

the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer or Architect for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

- D. Applicable Standard Specifications: The contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein; except, that whenever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.
- E. References in the Contract Documents to "Standard Specifications" shall mean the Standard Specifications for Public Works Construction ("Orange Book"), 2007 Edition including all current supplements, addenda, and revisions thereof. Standard Specifications, Edition, of the State of Utah, Department of Transportation ("UDOT").
- F. Applicable Standard Drawings: References herein to "Standard Drawings" shall mean the Standard Drawings of the City of West Jordan which drawings are hereby incorporated in and made a part of these Contract Documents. Standard Plans, Edition, of the State of Utah, Department of Transportation ("UDOT").
- G. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

\*\*\* END OF SECTION \*\*\*

## SECTION 01 45 00

### QUALITY CONTROL

#### 1.01 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check all field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work.
- B. The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer or Architect any conditions which will prevent proper completion of the Work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at its sole cost and expense.

#### 1.02 INSPECTION OF THE WORK

- A. General: The Work shall be conducted under the general observation of the Engineer or Architect and shall be subject to inspection by representatives of the City to assure strict compliance with the requirements of the Contract Documents.
- B. The authorized representative of the Engineer or Architect on the project site shall be the Resident Project Representative acting directly and through various inspectors at the site. The presence of the Inspectors, however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is distinctly a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the inspector(s).
- C. All materials and articles furnished by the Contractor shall be subject to rigid inspection, and no material or articles shall be used in the Work until it has been inspected and accepted by the Engineer or Architect or the City.
- D. Inspection at Place of Manufacture: Unless otherwise specified, all products, materials, and equipment shall be subject to inspection by the Engineer or Architect at the place of manufacture.
- E. The presence of the Engineer or Architect at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment, which comply with all requirements of the Contract Documents.

#### 1.03 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM or other specified published standards, as applicable to the class and nature of the article or materials considered; however, the City reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the Engineer or Architect will assure the City that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the City of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or

other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any prescriptive or performance requirements of the Contract Documents.

- C. Notwithstanding the existence of such waiver, and in addition to any testing and inspection performed by any other inspector on behalf of the City or any other public agency having jurisdiction, the Engineer or Architect shall have the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the Contract Documents, shall be reasonable cause for the Engineer or Architect to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

#### **1.04 TIME OF INSPECTIONS AND TESTS**

- A. Samples and test specimens required under the Contract Documents shall be furnished by the Contractor and prepared for testing in ample time for the completion of the necessary tests and analyses before the subject materials or articles are to be used. The Contractor shall furnish all required test specimens at its own expense. Except as otherwise provided in the Contract Documents, performance of the required tests will be by the City, and all costs therefore will be borne by the City; except, that the cost of any test which shows unsatisfactory results shall be borne by the Contractor.
- B. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover or make inaccessible any work under the Contract, the Contractor shall notify the Engineer or Architect not less than 24 hours in advance of beginning any such work of backfilling, burying, casting in concrete, hiding, covering, or making inaccessible any portion of the Work to be inspected, so that the required inspections can be scheduled and performed. Failure of the Contractor to notify the Engineer or Architect at least 24 hours in advance of any such inspections shall be reasonable cause for the Engineer or Architect to require sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective work required, and all costs of such delays, including its impact or effect upon other portions of the Work shall be borne by the Contractor.

**\*\*\* END OF SECTION \*\*\***

## SECTION 01 55 26

### TRAFFIC CONTROL

#### **PART 1 – GENERAL**

##### **1.01 SCOPE OF WORK**

- A. General. The work shall consist of establishing traffic control and maintaining safe, convenient use of public roads and rights-of-way.
- B. This section covers Traffic Control Plan requirements and materials and labor necessary for its implementation. It also includes issues related to Traffic Control Maintainer and flagging, work zone traffic control devices, advance warning arrow panels and pilot cars.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 32 01 05 – Informational, Regulatory, and Warning Signs.
- B. Section 32 17 23 – Pavement Markings.
- C. Section 34 71 13 – Vehicle Barriers.
- D. Section 34 71 19 – Vehicle Delineators.

##### **1.03 REFERENCES**

- A. AASHTO Roadside Design Guide, current edition.
- B. Manual of Uniform Traffic Control Devices (MUTCD), current edition.
- C. ATSSA: American Traffic Safety Services Association.
  - 1. Quality Standards for Work Zone Traffic Control Devices
- D. NCHRR – Report 350: Recommended Procedures for the Safety Performance Evaluation of Highway Features.
- E. OSHA Construction Industry Standards (29 CFR Part 1926), Subpart G, Signs, Signals, and Barricades.

##### **1.04 SUBMITTALS**

- A. Submit traffic control plan in accordance with the Special Conditions and UDOT State Specifications. The Contractor shall be responsible for the preparation and adequacy of any traffic control plan utilized, including this suggested plan, and shall submit the final traffic control plan (prepared, signed and sealed by a certified traffic control technician) in drawing form to the Engineering inspector.
- B. Submit to the Engineering inspector a detailed signing and traffic detouring plan in drawing form for each phase for approval. Post detour routes to provide clear guidance to traffic as approved by the Engineering inspector.

##### **1.05 GENERAL**

- A. Control traffic at those locations indicated and in conformance with the plans approved by the Engineering inspector.

- B. Furnish, install, construct, maintain, and remove detours, road closures, lights, temporary signals, signs, barricades, K-rail, fences, flares, miscellaneous traffic devices, flagmen, drainage facilities, paving, and such other items and services as are necessary to adequately safeguard the public from hazard and inconvenience. All such work shall comply with the ordinances, directives, and regulations of authorities with jurisdiction over the public roads in which the construction takes place and over which detoured traffic is routed by the Contractor.
- C. After devices have been installed, maintain and keep them in good repair and working order until no longer required. Replace such devices that are lost or damaged, to such an extent as to require replacement, regardless of the cause of such loss or damage.
- D. Prior to the start of construction operations, notify the Engineering inspector, City of West Jordan, UDOT, police and fire departments in whose jurisdiction the project lies, giving the expected starting date, completion date, and the name and telephone number of a responsible person who may be contacted at any hour in the event of a condition requiring immediate correction.

**1.06 TRAFFIC CONTROL DEVICES AND SIGNS**

- A. Construction signing, striping, barricades, and other traffic control devices used for handling traffic and public convenience shall conform to the latest edition of the Federal Highway Administration "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).
- B. Signs shall be reflectorized when they are used during hours of darkness. Provide cones, pylons, barricades, or posts used in the diversion of traffic with flashers or other illumination if in place during hours of darkness.
- C. Maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and furnish to the authority having jurisdiction names and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond or the authority having jurisdiction deems it necessary to call out other forces to accomplish emergency service, the Contractor will be held responsible for the cost of such emergency service.
- D. During the duration of a detour, cover all signs not in accordance with the traffic control plan. Relocate existing signs to provide visibility from all relocated traffic lanes.
- E. Temporary traffic striping, where used, shall be removable pavement marking tape. Pavement markings shall be white or yellow, weather and traffic resistant reflective film on conformable backing and pre-coated with a pressure-sensitive adhesive that does not require an activation process.

Temporary pavement markings shall conform to the following minimum reflective values as specified. Express reflective values as candlepower per foot-candle per square foot measured on a 1 foot by 2 foot panel at 86 degrees incidence.

Divergence Angle	White	Yellow
0.20	0.20	0.18
0.50	0.18	0.16

Supply striping tape in rolls ready for application. Use pavement message tape 20 to 30 mils thick, that does not shrink or release prematurely, and that has an easily removable liner.

- F. At the end of each workday, place temporary pavement markers on any roadway surfaces open to traffic. Apply pavement markers to a clean and dry surface during daylight hours. During winter shutdown, place permanent paint striping and pavement messages.
- G. Press the tape into the surface until it adheres to the pavement surface.

#### **1.07 VEHICULAR TRAFFIC CONTROL**

- A. Reduce speed limit through the construction zone to 25 mph and post accordingly.
- B. Traffic lane transitions from permanent lanes to construction zone patterns shall be transitioned in accordance with the requirements for the normal posted speed limit and as shown on the plans.
- C. Where traffic is directed around or adjacent to the construction area, the contractor shall provide, lights, signs, and other devices required for the control of traffic as required by the UDOT traffic regulations and said "Manual of Uniform Traffic Control Devices." The engineering inspector shall have the right to relocate or direct the Contractor to relocate traffic control devices.
- D. In the event the Engineering inspector finds the worksite to be improperly barricaded or delineated and the Contractor is either unavailable or unresponsive to requests for improvement, the Engineering inspector will furnish and set up barricades and delineators as required. Two hundred dollars (\$200) will be charged the Contractor for each set-up event plus five dollars (\$5) "rental" for each barricade or delineator for each day's or partial day's use until such barricades or delineators are returned in good condition by Contractor or the Owner's yard.
- E. All roadways and sidewalks shall be returned to unrestricted vehicle and pedestrian usage when construction is not underway.
- F. Truck operations in and out of construction and staging areas shall be controlled by flagmen at all times.
- G. The maximum delay to the public due to Contractor construction activities is four hours.
- H. Construction in Intersections: Maintain at least one through lane in each direction on the following intersecting streets during working hours while constructing within the intersection
- I. Detour Routing: Notify the Engineering inspector at least 2 calendar days in advance and complete coordination prior to the detouring of traffic along the affected streets.

#### **1.08 ACCESS TO ADJACENT PROPERTIES**

- A. General: Maintain reasonable access from the project to all adjacent properties at all times during construction. Prior to restricting normal access from public streets to adjacent properties, notify each property owner or responsible person, at least three working days prior to the disruption, informing him of the nature of the access restriction, the approximate duration of the restriction, and the best alternative access route for that particular property.



## **1.09 BIDDING REQUIREMENTS**

- A. The apparent low bidder will:
1. Submit three copies of the Traffic Control Plan to the Engineer. Submit plans in 11x17 format prepared using AutoCAD software. All plans must be signed and sealed by a certified traffic control technician. When available, the City will provide basemap CAD files to the Contractor on a CD-ROM at no cost.
  2. Attend a mandatory meeting at the time and location as directed by the Engineer with City staff and the following:
    - a. Contractor's traffic control designer
    - b. Contractor's traffic control maintainer
    - c. Resident engineer
    - d. City's Traffic Engineer or designated representative
  3. Ensure compliance with the plans and specifications. Modify plan if necessary to meet all applicable requirements.
  4. The City will grant no additional contract time for preparing or modifying the Traffic Control Plan.
  5. Do not begin work. Do not implement traffic control until written authorization is received from the Engineer.

## **1.10 CERTIFICATIONS**

- A. After April 1, 2002, use devices and systems which meet NCHRP-350 Report crash test requirements as defined in the four categories by the Federal Highway Administration. Some exceptions will be acceptable as stated below.
1. Category 1: Cones, tubular marker, delineators, and drums without lights must be certified by the manufacturer as meeting NCHRP-350 Report requirements.
  2. Category 2: portable sign stands with signs, Type I, II, and III barricades, vertical panels, Category 1 devices with light attachments and devices not expected to cause significant vehicle velocity change. These devices and systems must be certified by FHWA as meeting NCHRP-350 Report test requirements.
  3. Category 3: Portable/temporary precast concrete barrier manufactured after October 1, 2002 must be certified as meeting NCHRP-350 Report test requirements.
    - a. Manufacture date to be stamped into top of each barrier section using a numeric format (ex: 10/2002) with 75 mm x 50 mm numerals, 6 mm deep).
    - b. Portable/temporary precast concrete barrier manufactured prior to October 1, 2002 and meeting NCHRP-230 may be used until they are no longer serviceable.
  4. Category 3: Crash cushions and truck mounted attenuators must be certified by FHWA as meeting NCHRP-350 Report test requirements
    - a. The appropriate GREAT CZ, manufactured by Energy Absorption Systems, may be used until they have completed their normal service life.
  5. Category 4: Advanced warning arrow panels and portable variable message signs do not have to meet NCHRP-350 Report test requirements.

## **1.11 TRAFFIC CONTROL PLAN REQUIREMENTS**

- A. Traffic Control Plan (TCP) Checklist and Guidelines – In preparing the Traffic Control Plan, the design professional will need to address the following items:
1. The Traffic Control Plan (TCP) shall be drawn on 24" x 36" or 11" x 17" sheets, unless otherwise approved by the City's Project Manager. TCPs prepared for work occurring on all

streets shown on the Circulation Element of the General Plan shall be prepared by a certified traffic control technician.

2. Draw the TCP with ink using legible lettering and symbols.
3. Indicate contractor's name, address and telephone number. Include name and telephone number of the 24-hour contact person presenting the Contractor.
4. Indicate a north arrow and scale on the drawings. If the drawing is NOT-TO-SCALE (N.T.S.), indicate so on the drawing.
5. Show all nearby streets with street names to assure proper orientation.
6. Show existing traffic signals and regulatory signs, as appropriate.
7. Show existing striping, pavement markings, painted crosswalks and bike lanes.
8. Show existing curbs, gutters, sidewalks, driveways and intersections in the construction work zone including areas affected by taper transition.
9. Indicate total roadway widths. Dimension existing striping from edges of pavement.
10. Indicate posted speed limits.
11. Show location and dimensions of the construction work zone.
12. Show staging areas and materials storage area, as appropriate.
13. Indicate locations of construction signs, barricades, and delineators.
14. Label all taper lengths and widths, delineator spacing and sign spacing.
15. Use a legend to define all symbols and designate them with UDOT nomenclature.
16. Show all parking restriction zones and signs, as appropriate.
17. Road closures will require approval from the City Engineering and the City Council.
18. Signs and barricades will be required to direct pedestrians through or around the construction work zone and shall be shown on the TCP.
19. Indicate the encroachment permit number or improvement plans number on the traffic control plan.
20. Indicate on the plan the duration of the construction work and subsequent traffic control

B. Traffic Control Plan General Notes – The following notes need to be attached to and adhered to in preparing and implementing the Traffic Control Plan.

1. All traffic control devices shall conform to the latest edition of the UDOT's Traffic Manual of Traffic Control Devices for Construction and Maintenance Work Zones and the Standard Specifications for Public Works Construction.
2. The City Engineer or his representative has the authority to initiate field changes to assure public safety.
3. All traffic control devices shall be removed from view when not in use.
4. Work hours shall be restricted to between 7:00 a.m. and 10:00 p.m. unless otherwise approved.
5. Trenches must be back filled or plated during non-working hours.
6. Pedestrian controls shall be provided as shown on the plans.
7. Temporary "NO PARKING" signs will be posted 24-hours prior to commencing work.
8. Access to driveways will be maintained at all times unless other arrangements are made.
9. The Contractor shall replace all traffic signal loop detectors damaged during construction within 72-hours of them being damaged.
10. All striping removed or damaged, will be replaced by the Contractor within 24-hours (or replaced with temporary tape).
11. All Workers shall be equipped with an orange vest (or a reflective vest at night). All flaggers shall also be equipped with a hard hat, C28 "Stop/Slow" paddle, shall be trained in the property fundamentals of flagging traffic, and be certified as indicated in this section
12. Any work that disturbs normal traffic signal operations shall be coordinated with the City of West Jordan's Traffic Engineer, 48-hours prior to beginning construction.
13. The Contractor shall maintain all traffic control devices 24-hours per day and 7-days per week.

14. A minimum of twelve (12) foot travel lanes must be maintained unless otherwise approved by the Engineering Department.
  15. All night work will require written approval from the Engineering Department. Lane closures, road detours, road closures, and traffic signal modifications associated with overnight construction activities will require warning signs be placed at least one week in advance of starting construction
  16. A solar powered flashing arrow board shall be required on all arterial street land closures.
- C. Design the traffic control plan resolving discrepancies between the various standards for traffic control in accordance with Section 00727 – Control of Work paragraph 1.5.B and the following:
    1. UDOT Standard Traffic Control Drawings 745-2 Series. UDOT Standards Drawing 745-60, 745-60A, 745-60B, and 745-60D for post mounted signs.
    2. Manual of Uniform Traffic Control Devices (MUTCD), latest edition.
  - D. Follow the requirements and limitations identified in the Traffic Control Special Provision (if included), Section 00555, Prosecution and Progress, paragraph 1.11. Limitation of Operations, Section 00725, Scope of Work, paragraphs associated with the maintaining of traffic and Section 00820 – Legal Relations and Responsibility to Public, paragraph 1.10 “Public Convenience and Safety – Traffic and Pedestrians”.
  - E. Consider the safe and efficient movement of traffic when land closures are proposed.
    1. Open lanes to traffic wherever and whenever practical.
    2. Minimize and restrict land closures to the locations and times essential for prosecution of work.
  - F. Provide for concrete barriers and attenuation to satisfy hazard mitigation according to UDOT Standard Drawing 745-2 Detail AA, and 745-2E Detail E-1.
  - G. Provide for delineation and temporary pavement markings and/or removal as needed for traffic control or as required in accordance with this section, paragraph 1.6, lines H and I.
  - H. Provide protection for all hazards (i.e.: bridge parapets, barrier blunt ends, poles, large equipment to include but not limited to cranes, pile drivers, etc.) when hazard is within AASHTO clear zone requirements for approach traffic.
  - I. Use the following format and provide the following documentation:
    1. Section I: Description of each phase
      - a. List phases, and corresponding bid items and elements of work to be accomplished in each phase.
      - b. Accounting for each contract bid item and element of work, reference the traffic control detail designed to provide for the safe and efficient movement of traffic and safety of workers.
      - c. All contract bid items and elements of work must be identified and included in the phasing.
    2. Section II: CAD generated drawings showing detailed Traffic Control Plan for each phase:
      - a. Adapt Standard Drawings and work zone traffic control examples contained in the MUTCD to reflect actual project conditions such as curves, grades, presence of ramps, intersections and accesses.
      - b. Use basemap CAD files when supplied by the City as a basis for the Traffic Control Plan drawings.
      - c. Use the same level of detail as in the MUTCD and UDOT Standard Traffic Control Drawings.

- d. Include the anticipated duration of the traffic control setup used in each phase.
- e. Provide for the safe passage of pedestrians and bicyclists through the work zone in accordance with the Americans with Disabilities Act and the MUTCD.
- f. Indicate clearly, the following:
  - i. Proposed regulatory speed reductions in accordance with this Section, paragraph 3.6.
  - ii. For all tapers; length of taper, device spacing, land or shoulder closures, amount of land shift in accordance with this Section, paragraph 3.3.A.
  - iii. Length of buffer zone, in accordance with this Section, paragraph 3.3.A.
  - iv. Device spacing used in tangents in accordance with this Section, paragraph 3.3.B.
  - v. Lengths of work zones, land and shoulder widths and area available for vehicle recovery.
  - vi. Proposed changes to be made to existing traffic signals including: timing changes, phase changes, etc.
  - vii. Sign locations for required and existing signs.
  - viii. Existing signs that are to be removed, covered, relocated or otherwise changed from the original configuration.
  - ix. Worker parking, work vehicle and equipment access to and from work area, staging and material sites.
- 3. Section III: Emergency and Special Situations
  - a. Identify procedures for dealing with emergencies and special situations.
- J. Provide temporary pavement markings on newly constructed asphalt pavement and refresh as needed until the final surfacing is placed in accordance with Section 01558: Temporary Pavement Markings, as directed by the Engineer.
- K. Completely remove all existing traffic marking that conflict with the Traffic Control Plan, in accordance with Section 02765. Do not use paint or other material to cover markings.

#### **1.12 TRAFFIC CONTROL MAINTAINER**

- A. Certified by the City or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Technician. Certifications are available through:
  - 1. Associated General Contractors  
1135 South West Temple  
Salt Lake City, Utah  
Telephone: (801) 363-2753
  - 2. American Traffic Safety Services Association (ATSSA)  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1022  
Telephone: (800) 272-8772  
Internet: [www.atssa.com](http://www.atssa.com)
- B. Authority:
  - 1. Obtains and uses all labor, equipment, and materials necessary to maintain traffic control.
  - 2. Changes traffic control operations per the traffic control plan.
- C. Responsibility and Duties:
  - 1. Oversees all traffic control operations.
  - 2. Implement the Traffic Control Plan.
  - 3. Remains available 24-hours a day, 7-days a week and can be on-site within 30-minutes of

- notification.
4. Corrects deficiencies immediately upon verbal or written notification from the Engineer or representative.
  5. Inspect and document inspections of traffic control on a from acceptable to the Engineer at least four times each day as follows:
    - a. Before beginning of shift.
    - b. At mid-shift.
    - c. Half-hour after evening shift ends.
    - d. At the midpoint of the off-shift period.
  6. Coordinates project traffic control with emergency services and local law enforcement agencies.
  7. Inspect and document inspections of traffic control twice each day when no construction work is being done.
    - a. One during light hours and one during nighttime hours.
    - b. Conduct inspections a minimum of 8-hours apart.
  8. Completes a daily record of traffic control activities using a form acceptable to the Engineer.
  9. Submit to the Engineer, inspection and activities forms each week on a day and time acceptable to the Engineer.
  10. Provide a daily report of all planned traffic control activities to the Engineer by 7:00 AM each day. Provide the report each day during the contract.

#### **1.13 TRAFFIC AND ACCESS**

- A. The Contractor's operations shall not cause unnecessary inconvenience to the public. The public right-of-way shall be maintained at all times unless the City authorizes interruption. The Contractor's desire to close and/or detour traffic is to be authorized through the preparation of the required plans, which will then be approved by the City's Traffic Engineer or authorized representative.
- B. Safe and adequate access shall be provided and maintained to all public protection devices and to all critical utility locations. Facility access shall be continuous and unobstructed unless other approved by the City's Traffic Engineer.

#### **1.14 STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS AND RIGHTS-OF-WAY**

- A. Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading and/or unloading activities that may temporarily interfere with traffic, acceptable detour(s) will be provided for the duration of the activity. Any associated expense for this activity will be the responsibility of the Contractor.
- B. Excavated material, including suitable material that is intended for adjacent trench backfills or other earth backfill as specified in Section 5 of this specification, shall not be stored in the public streets, roads, or highways that remain in service for the public. Any waiver of this requirement must be obtained from the proper local authority and approved by the Engineer. All excess and unsuitable material shall be removed from the site as soon as possible. Any spillage shall be removed from roadways prior to use by the public.

#### **1.15 STREET CLOSURES, DETOURS, AND BARRICADES**

- A. The Contractor shall comply with the requirements of all applicable responsible units of government

for closure of any street, road, or highway. The Contractor shall provide the required barriers, guards, lights, signs, temporary bridges, and flaggers together with informing the public of any detours and construction hazards by the most suitable means available such as local newspapers, local radio stations, etc. The Contractor shall also be responsible for compliance with additional public safety requirements that may arise during construction. The Contractor shall furnish and install, and upon completion of the work, promptly remove all signs, warning devices, and other materials used in the performance of this work.

- B. Unless otherwise specified, not less than seven (7) days prior to closing, or partially closing, or reopening any street, road, or highway, the Contractor shall notify in writing, the Fire Chief, Police Chief, County Sheriff, State Highway Patrol, schools that operated school buses, or any other government official as may be appropriate.
- C. Unless otherwise specified, the Contractor shall furnish to the Engineer a written plan showing the proposed method of signing, barricading for traffic control, and safety for the street detours and closures.
- D. All temporary detours will be maintained to ensure use of public rights-of-way is provided in a safe manner. This may include dust control, grading, graveling, etc., as required by the City's project manager and this specification.

#### **1.16 MAINTENANCE OF WORK ZONE TRAFFIC CONTROL**

- A. Implement and maintain traffic control per the Traffic Control Plan. Implement changes to traffic control required in order to meet UDOT Standard Specifications. Drawings and MUTCD at no additional cost to the City. Coordinate changes to traffic control and the Traffic Control Plan with the Engineer prior to implementation.
- B. Meet all requirements of this Section, paragraph 1.7 when traffic control devices are required to be in place overnight or on weekends.
- C. Meet the acceptable classification as identified by *Quality Standards for Work Zone Traffic Control Devices* published by American Traffic Safety Services Association (ATSSA) for traffic control devices.
  - 1. Wash devices weekly unless conditions warrant more frequent cleaning.
- D. Maintain traffic control devices during and after all snow plowing operations at no additional cost to the City. Clear snow away from all traffic control devices so that the devices function as intended.

#### **1.17 WAGE RATES FOR TRAFFIC CONTROL PERSONNEL (Federal Aid Jobs Only)**

- A. Payment of wages must be as stated below during the time the certified Traffic Control Maintainer, or others involved in setting up or maintaining traffic control devices working under the direction of the certified Traffic Control Maintainer, is on the project site and does any of the following work:
  - 1. Laborer I – for moving traffic control devices by hand: loading or unloading devices on to or off of the truck: and for all hours required to be at the project site except those hours spent in the truck driver classification.
  - 2. Truck Driver – for all hours spent driving on the project site in the performance of the duties required to maintain the traffic control. The rate of pay is determined by the size of vehicle being driven. Pickup Truck being the smallest.

## **1.18 MEASUREMENT AND PAYMENT**

- A. For items of work for which specific lump sum prices are established in the contract, payment for the work will be made at the contract lump sum price. Progress payments will be made based upon the percentage of estimated total time that traffic control will be required unless otherwise specified in Section 7 of this specification. Payment will constitute full compensation for all flaggers, labor, materials, equipment and all other items necessary and incidental to completion of the work
- B. Compensation for any item of work described in the contract but not listed in the bid schedule will be included in the payment for the item of work to which it is made subsidiary. Such items and items to which they are made subsidiary are identified in Section 7 of this specification.
- C. Partial Payments – Based on the percentage of the project completed, excluding the cost of traffic control.
- D. Price Adjustments:
  - 1. The City reduces payment when traffic control is not in compliance with the Traffic Control Plan, or when the contractor fails to meet all requirements cited or referenced in this specification.
    - a. The amount per day by which the Contractor's compensation will be reduced is calculated using the daily charge for Calendar Day in the Schedule of Liquidated Damages in Table 1 of Section 00555 or the Contract lump sum bid price for Traffic Control divided by the number of contract days, whichever is greater.
  - 2. A Stop Work Order issued due to non-compliance with this specification is not considered to be an authorized suspension of contract time. Contract time will continue to accrue as defined in Section 00555, paragraph 1.14 – "Determining Contract Time".
- E. Include in the bid item "Traffic Control" all materials, equipment, labor, flagging, pilot car, temporary pavement markings and/or removal and workmanship required for the design, implementation and maintenance of the Traffic Control Plan.
- F. Provide the Engineer in writing with a detailed analysis showing impacts to traffic control caused by extra work that necessitates modifications to the Traffic Control Plan. Negotiate and agree to either a lump sum price for additional Traffic Control or agree to unit prices to be used for additional traffic control measures or devices required, prior to performing the extra work.

## **PART 2 – PRODUCTS**

### **2.01 PILOT CAR**

- A. Equip with a reflectorized sign:
  - 1. Comply with Section 02891: Traffic Signs.
  - 2. MUTCD sign G20-4
- B. Equip with a minimum two rotating lights or strobe lights.
  - 1. Minimum 100-mm diameter and minimum 1830 mm mounting height
  - 2. Yellow color

## **2.02 FLAGGER EQUIPMENT AND CLOTHING**

- A. Comply with UDOT's "Flagger Training Handbook".
- B. Comply with Standard Drawings 745-1.
- C. Clothing:
  - 1. Flagger vest and hard hat: Orange, red-orange, or fluorescent version of these colors with:
    - a. Minimum 83870 mm<sup>2</sup> each on the front and back of strong yellow-green reflective tape, or
    - b. Minimum of 41935 mm<sup>2</sup> each on the front and back of strong yellow-green non-reflective tape, with 41935 mm<sup>2</sup> white reflective tape placed on both sides of the non-reflective tape on the front and back.
    - c. Orange or fluorescent orange hardhat with 6450 mm<sup>2</sup> of white or strong yellow-green reflective tape placed around the base of the hard hat and visible to traffic.

## **2.03 TRAFFIC CONTROL SIGNING AND DEVICES**

- A. Signs:
  - 1. Comply with paragraph 1.5.
- E. Comply with Section Section 32 01 05 – Informational, Regulatory, and Warning Signs.
  - 2. Comply with UDOT Standard Drawing 745-1.
  - 3. Comply with UDOT Standard Drawings 745-60, 745-60A, 745-60B, and 745-60D when using post mounted signs.
- B. Channelizing Devices:
  - 1. Comply with paragraph 1.5.
  - 2. Comply with UDOT Standard Drawing 745-1.
    - a. Use construction orange tubular markers and cone during daylight hours only.
- C. Precast Concrete Barrier:
  - 1. Comply with paragraph 1.5.
  - 2. Comply with UDOT Standard Drawings 745-2, Detail AA, and 745-2E, Detail E-1.
  - 3. Use an approved construction zone attenuator or permanent style end sections, as listed in UDOT Guidelines for Attenuators and End Section.
    - a. Use a construction zone attenuator when approach ends of temporary precast barrier are within AASHTO clear zone.
      - i. Use AASHTO Roadside Design Guide to determine proper clear zone distance requirements.
      - ii. Install attenuators or end sections as per UDOT Standard Drawings 735-1 series and manufacturers recommendations.
  - 4. Do not use a truck-mounted attenuator (TMA) to protect temporary precast barrier end for more than 24-hours. Use properly rated TMA as directed in this Section, paragraph 2.3.D.
- D. Use properly rated truck-mounted attenuator for the posted speed limit prior to construction.
  - 1. NCHRP-350 Test Level 2 for speeds 45 mph or less.
  - 2. NCHRP-350 Test Level 3 for speeds greater than 45 mph.

## **2.04 ADVANCE WARNING ARROW PANEL**

- A. Advance Warning Device:
  - 1. Meet all standards as specified in the MUTCD, Section 6F.53 – Arrow Panels.



2. Perform all functions as specified in UDOT Standard Drawing 745-1 and the MUTCD.

### **PART 3 – EXECUTION**

#### **3.01 MODIFICATION OF TRAFFIC CONTROL PLANS**

- A. Each phase of construction must use an authorized Traffic Control Plan. If a construction phase is proposed that is not covered by the Traffic Control Plan, submit a proposed plan to the Engineer for review.
  1. Submit proposed plans to the Engineer 10 working days before the Traffic Control Plan is to be implemented.
  2. Do not begin work until the new Traffic Control Plan is authorized for use and has been fully implemented.
  3. Implement changes required to meet UDOT Standard Specifications, Standard Drawings and MUTCD at no additional cost to the City.
    - a. Comply with this Section, paragraph 1.4.A.1.

#### **3.02 FLAGGING**

- A. Flaggers must have a current flagging certificate and must present proof of certification upon request by the City.
  1. Acceptable certifications
    - a. UDOT Contractor Certification (Utah Valley State College).
    - b. American Traffic Safety Service Association (ATSSA).

#### **3.03 TRAFFIC CONTROL SIGNING AND DEVICES**

- A. Use posted speed limit prior to construction to compute sign spacing, taper lengths, buffer zones and construction clear zone.
  1. Use plastic drums for land closure taper devices for speeds 50 mph and greater.
  2. Do not use cone or tubular markers at night.
- B. Use posted speed during construction to compute the tangent spacing for channelizing devices.
- C. Remove all traffic control from site of work when not required within 24-hours.
  1. Remove traffic control devices from the roadway a distance twice that of the Construction Clear Zone (Table 1 – Standard Drawing TC 2A) if they will be used within 24-hours of the daily work stoppage and are not required for immediate traffic control.
    - a. Obtain written permission from property owner prior to storing traffic control devices on private property.
  2. Cover post mounted signs when directed by Engineer.
    - a. Cover signs completely with an opaque and durable covering.

#### **3.04 ADVANCE WARNING ARROW PANEL**

- A. May substitute Type C units for Type B units.
  1. Comply with UDOT Standard Drawing 745-1.
- B. Do not substitute Type B units for Type C units.

- C. Remove Advance Warning Arrow Panel from the site of work when not needed for the control of traffic within a 4-hour period.

### **3.05 TRAFFIC SIGNALS**

- A. Use uniformed police officers when construction activities are impacting an operating signalized intersection.
- B. Use of flaggers at traffic signals is permitted when the signals have been turned to red flash mode.
  - 1. Each approach is to be controlled by a separate flagger(s).
    - a. Flaggers can control only two lanes of approach traffic.
      - i. Third lane control permitted when left or right turn bays are present.
- C. Changes to traffic signal operations will be done by the City.

### **3.06 CONSTRUCTION ZONE SPEED LIMIT REQUIREMENTS**

- A. Obtain approval from the Engineer for regulatory speed reductions.
  - 1. Use speed reduction only when construction activities impact traffic.
  - 2. Restore regulatory speed limit at locations where construction activities are not impacting traffic.

**\*\*\* END OF SECTION \*\*\***

## SECTION 01 57 00

### TEMPORARY CONSTRUCTION AIDS AND ENVIRONMENTAL CONTROLS

#### PART 1 – GENERAL

##### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish temporary utilities, including electricity, lighting, telephone service, water and sanitary facilities; temporary controls, including barriers, protection of work and water control; and construction facilities, including parking, progress cleaning and temporary building as required.

##### 1.02 TEMPORARY UTILITIES

- A. Temporary Electricity: Contractor shall provide, maintain and pay for all power required by the Contractor, including electrical service to the field office.
- B. Temporary Lighting: Contractor shall provide all temporary lighting required for prosecution of his work and for employee and public safety. As a minimum, lighting levels during working hours shall meet the requirements of UOSHA, subsection 1926.56 illumination.
- C. Telephone Service: Contractor shall provide, maintain and pay for telephone service to the field office.
- D. Temporary Water Service
1. The Contractor shall provide for all workers on the project, an adequate and reasonably convenient, uncontaminated drinking water supply. All facilities shall comply with the regulations of the local and State Department of Health.
  2. Contractor shall be responsible to arrange for water, both potable and non-potable water.
  3. When water is taken from a City water system or any other potable water supply source for construction purposes, suitable precautions shall be taken to prevent cross connection and contamination of the water supply.
- E. Temporary Sanitary Facilities
1. Contractor shall provide and maintain sanitary facilities for his employees and his subcontractors' employees that will comply with the regulations of the local and State Department of Health.

##### 1.03 TEMPORARY CONTROLS

- A. Barriers: Provide barriers as necessary to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Dust Control: The Contractor shall furnish all labor, equipment, and means required and shall

carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

- C. Protection of Work: Contractor shall protect installed work and provide special protection where specified in individual specification sections. Contractor shall provide temporary and removable protection for installed products, and shall control activity in immediate work area to minimize damage.
- D. Open Burning: No open burning or waste materials is allowed.
- E. Explosives and Blasting: The use of explosives on the work is not allowed.
- F. Noise Abatement: In inhabited areas, particularly residential, operations shall be performed in a manner to minimize unnecessary noise generation and shall comply with City ordinances and standards.
- G. Storm and Ground Water:
  - 1. The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water entering the excavation or other parts of the work, whether the water be surface or underground water.
  - 2. In excavation, fill and grading operations, care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water into private property or into streets or drainage ways inadequate for the increased flow.
  - 3. The Contractor shall maintain effective means to minimize the quantity of sediments leaving the work area either by storm water or the Contractor's own dewatering operations.
  - 4. All work shall have a Storm Water Pollution Prevention Plan (SWPP) provided by the Engineer or Architect or Contractor as defined in the plans or in the Instructions to Bidders.

#### 1.4 CONSTRUCTION UTILITIES

- A. Parking: Contractor shall provide temporary parking areas to accommodate use of construction personnel. Parking shall be located in an area approved by the City.
- B. Progress Cleaning:
  - 1. Contractor shall maintain areas free of waste materials, debris and rubbish. He shall also maintain the site in a clean and orderly condition. Upon completion of work, repair all damage caused by equipment and leave the project free from rubbish or excess materials of any kind.
  - 2. Thoroughly clean all spilled dirt, gravel or other foreign materials caused by the construction operations from all streets, roads, and storm water facilities at the conclusion of each day's operation.
  - 3. It shall be the responsibility of the Contractor to promptly clean up and remove any oil and or fuel spills caused by the Contractor or his subcontractors during the course of the project. The Contractor shall properly dispose of contaminated soil according to local, State and federal

laws. The Contractor shall be responsible for any damages to the Owner resulting from the Contractor's actions in promptly cleaning up said spills.

#### **1.5 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS**

- A. Contractor shall remove temporary above grade or buried utilities, equipment, facilities and materials prior to application for final progress payment. Clean and repair damage caused by installation or use of temporary work. Restore existing facilities used during construction to their original condition.

**\*\*\* END OF SECTION \*\*\***

## SECTION 01 71 13

### MOBILIZATION AND DEMOBILIZATION

#### 1.01 GENERAL

A. Mobilization shall include the obtaining of all bonds, insurance, and permits; moving onto the site of all plant and equipment; and the furnishing and erecting of plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include but not be limited to the following principal items:

1. Field Office: Moving on to the site of all Contractor's plant and equipment required for first month's operations. When required by contract documents provide field office trailers for the Contractor and the Engineer or Architect, complete with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
2. Utilities: Providing temporary construction power, telephone, water, storm and sanitary facilities, and all other temporary facilities required. 3. Security and Protection: Install and maintain temporary fencing for the protection of the public and private property as well as all materials, tools, and equipment. Obtain approval from the City or private property owner prior to temporary fence placement. Locate all storage areas to avoid interference from drainage, traffic or private property.
4. Construction and Support: Construct and maintain any temporary roads, paving, dewatering facilities, enclosures, identification signs, waste disposal and temporary heat required by the Work. Provide and maintain temporary all weather pedestrian walk ways and road detours if required to safely complete the Work.
5. Permits, Regulations, and Job Safety: Obtaining and paying for all required permits prior to construction. Posting all OSHA required notices, and the establishment of safety programs. Have the Contractor's superintendent at the job site full time.
6. Construction Schedules: Submittal of a Preliminary Construction Schedule on or before Preconstruction Conference, acceptable to the Engineer or Architect, per Section 01 32 16. Submittal of a Progress Schedule with each pay request that updates the preliminary schedule per Section 01 32 16.

B. Demobilization shall include removing all construction materials, equipment, facilities and debris so that the site is restored to its original condition. Demobilization shall include but not be limited to the following principal items:

1. Removal of any temporary materials, equipment, facilities and debris at the completion of the Work.
2. Clean or repair damage caused by installation or use of temporary facilities.
3. Restoration work area to its original or to specified conditions at the completion of Work.

#### 1.02 PAYMENT FOR MOBILIZATION

A. The Contractor's attention is directed to the condition that 5 percent of the total Contract Price will be deducted from any money due the Contractor as initial progress payments until all mobilization and

demobilization items listed above have been completed as specified. The aforementioned amount will be retained by the City as the agreed, estimated value of completing all of the mobilization items listed. Any such retention of money for failure to complete all such mobilization and demobilization items as a lump-sum item shall be in addition to the retention of any payments due to the Contractor as specified in Article 14 of the General Conditions.

**\*\*\* END OF SECTION \*\*\***

**SECTION 01 76 00**  
**PROTECTION OF EXISTING FACILITIES**

**1.01 GENERAL**

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer or Architect.
- C. The number of exploratory excavations required should be that number which is sufficient to determine the alignment and grade of the utility.

**1.02 RIGHTS-OF-WAY**

- A. The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer or Architect that the City has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. When 2 or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the City shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the City to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decisions as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the Work in Article 15 of the General Conditions of the Contract.

**1.03 PROTECTION OF STREET OR ROADWAY MARKERS**

- A. The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the proper representatives of the City of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be



no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed by the Contractor without proper authorization by the Engineer or Architect, will be accurately restored by the City at the Contractor's expense after all street or roadway resurfacing has been completed.

#### **1.04 RESTORATION OF PAVEMENT**

- A. **General:** All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavements, which are subject to partial removal, shall be neatly saw cut in straight lines.
- B. **Temporary Resurfacing:** Wherever required by the public authorities having jurisdiction, the Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. **Permanent Resurfacing:** In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. **Restoration of Sidewalks or Private Driveways:** Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

#### **1.05 EXISTING UTILITIES AND IMPROVEMENTS**

- A. **General:** The Contractor shall protect all Underground Utilities and other improvements, which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. **Utilities to be Moved:** In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the Contractor, be notified by the City to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the Engineer or Architect a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

- C. Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement, which is shown the Contractor shall remove, and, without unnecessary delay, temporarily replace or relocate such utility or the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. City's Right of Access: The right is reserved to the City and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.
- E. Underground Utilities Shown or Indicated: Existing utility lines that are shown or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired by the Contractor.
- F. Underground Utilities Not Shown or Indicated: In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the Engineer or Architect. If directed by the Engineer or Architect, repairs shall be made by the Contractor under the provisions for changes and extra work contained in Articles 10, 11, and 12 of the General Conditions.
- G. All costs of locating, repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the provisions of Articles 10, 11, and 12 of the General Conditions.
- H. Approval of Repairs: All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the improvement owner before being concealed by backfill or other work.
- I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer or Architect are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

#### **1.06 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS**

- A. General: The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the City or other

jurisdictional agency. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company under permit from the City or other jurisdictional agency and to the satisfaction of said City and/or agency. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.

- B. Trimming: The natural shape and form of the tree shall be preserved and enhanced; no stubs or splits or torn branches left; no topping or drop crotching; and clean cuts shall be made close to the trunk or large branches.
- C. Replacement: The Contractor shall immediately notify the City and/or other jurisdictional agency if any tree is damaged by the Contractor's operations. If, in the opinion of the City or said other agency, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay to the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the City or other jurisdictional agency. The size of the trees shall be not less than 1-inch diameter nor less than 6 feet in height. Fines will be assessed against the Contractor for trees removed without the City's prior written approval. The minimum amount of fine or restitution to the City will be the replacement of the tree removed, with one of equal or greater size and maturity and as approved by the City. Larger fines may be assessed against the Contractor depending upon the circumstances and type of tree removed, especially in the case of oak trees.

#### **1.07 NOTIFICATION BY THE CONTRACTOR**

- A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the Underground Service Alert agency and the respective authorities representing the owners or agencies responsible for such underground facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.

\*\*\* END OF SECTION \*\*\*

**SECTION 01 78 50  
PROJECT CLOSEOUT**

**1.01 FINAL CLEANUP**

- A. The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

**1.02 CLOSEOUT TIMETABLE**

- A. The Contractor shall establish dates for equipment testing, acceptance periods, (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the City, the Engineer or Architect, and their authorized representatives and consultants sufficient time to schedule attendance at such activities.
- B. All temporary buildings, including field offices, storage buildings, and sheds shall be removed from the project site 7 days after completion of the Work as defined in the Contract Documents. All temporary services such as water, power, utilities, service contracts, pager contracts, telephones, and other temporary services shall remain in service for 7 days following completion of the Work, and shall be discontinued within 7 days after said completion of the Work.
- C. Computers, pagers, FAX machine, Xerox machine, computer, and other Contractor-furnished office equipment shall remain in service at the Engineer's or Architect's or City's project field office until 7 days after completion of the Work, as defined in the Contract Documents. After said 7day period, the Contractor shall remove all such items from the project site within 7 days following the Date of Completion of the Work.

**1.03 FINAL SUBMITTALS**

- A. The Contractor, prior to requesting its final progress payment, shall submit the following items to the Engineer or Architect for transmittal to the City:
1. Written guarantees or warranties, where required
  2. Completed final Record Drawings
  3. Certificates of inspection and acceptance by local governing agencies having jurisdiction
  4. Releases executed by property owners adjacent to the project site attesting that the Contractor has restored any damage done to their property during construction.
  5. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

**1.04 COMPLETION OF THE WORK**

- A. Completion of the Work, as the term is used in this Contract shall mean substantial completion of the Work and acceptance by the City. Substantial completion shall mean substantial performance of the

Contract, which shall exist where there has been no willful departure from the terms of the Contract, and no omission in essential points, and the Contract has been honestly and faithfully performed in its material and substantial particulars, and the only variance consists of technical or relatively unimportant omissions or defects, and the Work can be used or occupied for the purpose for which it was intended.

- B. The date of substantial completion of the Project shall be the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the City can occupy or utilize the project for the use for which it was intended, and the legislative body of the City has accepted the Project as evidenced by execution and recording of a Notice of Completion.

#### **1.06 REMAINING PUNCH LIST ITEMS**

- A. Upon attaining completion/substantial completion as defined in Article 14.8 of the General Conditions and upon acceptance of the Work by the City, by agreement between the parties some small remaining punch list items may remain to be completed by the Contractor, as provided under the provisions for "Completion of the Work" in Paragraph 1.05A, herein.
- B. As provided in Articles 14.11 and 14.12 of the General Conditions, the City shall have the right to retain an additional amount of money from the final progress payment due the Contractor, equal to 2 times the Engineer or Architect's estimate of the value of such uncompleted punch list items. The Contractor hereby agrees to complete all such outstanding punch list items within 30 calendar days following the date of the Notice of Completion and acceptance of the Work by the City.
- C. As provided in Article 14.12 of the General Conditions, failure of the Contractor to complete or correct all such outstanding punch list work to the satisfaction of the Engineer or Architect within 30 calendar days following acceptance and Notice of Completion, shall constitute a waiver by the Contractor of all rights to any and all claims it may have to all monies withheld by the City under the Contract to cover the value of such uncompleted or uncorrected items.

#### **1.06 MAINTENANCE AND REPAIR PERIOD**

- A. The Contractor shall comply with the maintenance and repair requirements contained in Article 13 of the General Conditions.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the Contractor shall have obtained a statement in writing from the affected private owner or public agency releasing the City from further responsibility and liability in connection with such repair or resurfacing.
- C. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the City. If the Contractor fails to make such repairs or replacements promptly, the City reserves the right to do the work or to have the work done by others and the Contractor and its Surety shall be liable to the City for the cost thereof.

**1.07 EXTENSION OF PERFORMANCE BOND**

- A. The Contractor shall provide a bond to guarantee performance of the provisions contained in Paragraph entitled "Maintenance and Repair Period," above, and Article 13 of the General Conditions.

**\*\*\* END OF SECTION \*\*\***

**PART IV**

**APPENDIX A**

**SOIL REPORTS**

**APPENDIX B**

**PROJECT DRAWINGS**



# IGES<sup>®</sup>

Intermountain GeoEnvironmental Services, Inc.  
12429 South 300 East, Ste 100, Draper, UT 84020  
- T: (801) 748-4044 - F: (801) 748-4045

April 13, 2016

Vic Barnes  
Peterson Development  
225 South 200 East, Suite 300  
Salt Lake City, Utah 84111

IGES Project No. 01727-012

**RE:            Pavement Section Design Alternatives  
Englefield & Addenbrook Residential Subdivision  
6000/6200 West, 6400 West 7800 South  
West Jordan, Utah**

**Reference:   IGES, April 4, 2014  
Geotechnical Investigation  
Englefield & Addenbrook  
6400 West 7800 South  
West Jordan, Utah**

Mr. Barnes,

IGES previously prepared a geotechnical report with engineering recommendations and a pavement section design for the proposed Englefield Addenbrook residential subdivision in West Jordan, Utah. The report was prepared for Garbett Homes and is dated April 4, 2014 (IGES' project number is 00726-020). In this report, IGES provided pavement section design information for local roadways within the subdivision. However, it is our understanding that the city is requesting pavement section design information for collector and arterial roadways beyond the boundaries of the subdivision including 7800 South to the north (arterial) as well as two collector roadways to the east (6000/6200 West) and west (6400 West) of the subdivision.

With the permission of Garbett Homes, IGES has used data and information included in the above referenced geotechnical report (IGES, 2014) to provide additional pavement section design recommendations. Additionally, West Jordan City has provided traffic information to be used in the pavement section design analysis.

The scope of service was completed in accordance with the signed Geotechnical Engineering Services Agreement dated November 30, 2015.

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**BK 10703 PG 2961**



## PAVEMENT SECTION DESIGN ANALYSIS

### TRAFFIC ASSUMPTIONS

For the purposes of the pavement design recommendations, IGES will use equivalent single axle load (ESAL) information provided by the West Jordan City traffic engineer, Mr. Bill Baranowski, for the design of the 6000/6200 West, 6400 West and 7800 South roadways. It is our understanding that in providing ESAL values for the design of these roadways, the West Jordan City traffic engineer has taken into account a significant amount of construction traffic associated with the buildout (including residential homes in this area) that will occur within the first few years of service on these roadways. Table 1 summarizes the ESAL values provided by West Jordan City that were used in our analysis.

Table 1 – ESAL Information

Roadway	ESALs
6000/6200 West	513,000
6400 West	513,000
7800 South – Arterial	3,400,000

If the ESAL values for actual traffic conditions are different from those provided here, IGES should be contacted to revise the analysis as necessary.

### MODIFIED PROCTOR AND CALIFORNIA BEARING RATIO TEST RESULTS

For this analysis, IGES has used California Bearing Ratio (CBR) data obtained from the referenced geotechnical report. In the referenced geotechnical report, IGES completed 22 CBR tests at various locations including 4 locations along 6000/6200 West, 3 locations adjacent to 7800 South and two locations adjacent to 6400 West. Soil conditions varied significantly as did the CBR values. For this analysis IGES has used the lowest CBR for a given soil type within a given roadway as presented in the following Table.

Table 2 – Summary of CBR Data

Roadway	CBR
6000/6200 West	2.2 (TP-18)
6400 West	7.7 (TP-30)
7800 South	1.2 (TP-35)

### PAVEMENT SECTION DESIGN

According to West Jordan's Road & Bridge Policies and Design Criteria Manual West Jordan City has provided minimum recommended pavement sections based on traffic classification (local, minor collector, major collector and minor arterial) as well as CBR values. IGES' pavement section design analysis has been completed in accordance with AASHTO's Design Guide for Pavement Structures (1993). The equation provided by AASHTO (1993) incorporates various empirical coefficients and values. The follow table

provides values that have been used in our analysis as recommended by West Jordan City.

Table 3 – West Jordan City Recommended Design Parameters

<b>Variable</b>	<b>Value</b>
Terminal Servicibility Index (Pt)	2.5
Reliability	90%
Resilient Modulus (Mr) for Base Course	27,000 psi
Resilient Modulus (Mr) for Granular Borrow	15,000 psi
Resilient Modulus (Mr) for Subgrade Soil	Varies (1500•CBR)
Resilient Modulus (Mr) for Subgrade Soil (CBR=1.2)	1,800psi*
Resilient Modulus (Mr) for Subgrade Soil (CBR=2.2)	3,300psi
Resilient Modulus (Mr) for Subgrade Soil (CBR=7.7)	11,550psi
Layer Coefficient – Asphalt	0.4
Layer Coefficient – Untreated Base Course	0.1
Layer Coefficient – Granular Borrow	0.08

\*Lowest value allowed by design software is 1941.5psi, the analysis for 7800 South was designed to a higher structural number to help account for this discrepancy.

These sections are provided below for reference and comparison. The following tables provide a summary of West Jordan City’s minimum recommended sections as well as a summary of the design alternatives; a summary of the calculations is attached to this letter report.

Table 4 – Pavement Section Design Information – 6000/6200 West

<b>Alternative – 6000/6200 West (Minor Collector)</b>	<b>Asphalt Concrete (in.)</b>	<b>Untreated Road Base (in.)</b>	<b>Granular Borrow (in.)</b>
West Jordan City Minimum Recommended (CBR <3)	4	8	12
IGES Minimum Recommended (Fine-Grained Soils - CBR 2.2)	6	10	12

Table 5 – Pavement Section Design Information – 6400 West

<b>Alternative – 6400 West (Minor Collector)</b>	<b>Asphalt Concrete (in.)</b>	<b>Untreated Road Base (in.)</b>	<b>Granular Borrow (in.)</b>
West Jordan City Minimum Recommended (CBR 4-9)	4	14	-
IGES Minimum Recommended (Fine-Grained Soils - CBR 7.7)	4	11	-

Table 6 – Pavement Section Design Information – 7800 South

<b>Alternative – 7800 South (Minor Arterial)</b>	<b>Asphalt Concrete (in.)</b>	<b>Untreated Road Base (in.)</b>	<b>Granular Borrow (in.)</b>
West Jordan City Minimum Recommended (CBR 3)	<b>7</b>	<b>12</b>	<b>16</b>
IGES Minimum Recommended (CBR 1.2)	<b>9</b>	<b>17</b>	<b>18</b>

IGES recommends that at a minimum, the upper 8 inches of the native soils beneath all pavement sections be reworked in place and compacted to at least 95% of the MDD with the moisture content at or above OMC as determined by ASTM D-1557. However, in the general vicinity of TP-16 and TP-17 and potentially other areas, we recommend that site observations of the exposed subgrade be made by IGES to assess for collapse. Where these soils are observed to have a moderate to high potential for collapse, we recommend that the zone of reworked native soils beneath the pavement section increase to at least 24 inches.

Asphalt has been assumed to be a high stability plant mix; base coarse material should be composed of crushed stone with a minimum CBR of 70. Asphalt should be compacted to a minimum density of 96% of the Marshall value; base coarse and granular borrow should be compacted to at least 95% of the MDD as determined by ASTM D-1557.

The pavement section thicknesses presented above in Tables 4 - 6 assume that there is no mixing over time between the road base and the softer native layers below. In order to prevent mixing or fines migration, and thereby prolong the life of the pavement section, it is our judgment that placing a non-woven geosynthetic fabric should be placed between the native soils and the road base (or subbase, if used). It is our understanding that for major collector and minor arterial roadways West Jordan City requires that a geotextile fabric be used that meets the minimum specifications of AASHTO M288-96.

Additionally, due to the high variability of the soils as mentioned above, IGES recommends that the subgrade soils be observed by IGES prior to constructing the pavement section to provide additional recommendations as necessary.

### **CLOSURE AND LIMITATIONS**

If any conditions are encountered at the site that are different from those described and sampled, IGES should be immediately notified so that any necessary revisions to recommendations contained in this letter may be made. In addition, if the scope of the proposed construction changes from that described in this letter, IGES should also be notified. No warranty, expressed or implied, is made. It is the Client's responsibility to see that all parties to the project including the Designer, Contractor, Subcontractors, etc. are made aware of this letter in its entirety.

We appreciate the opportunity to be of service on this project. Should you have any questions regarding the report or wish to discuss additional services, please contact the undersigned at (801) 748-4044.

Respectfully submitted,  
**IGES, Inc.**



David A. Petersen, P.E.  
Project Engineer

Attachment - WinPAS Calculations

# WinPAS

Pavement Thickness Design According to  
**1993 AASHTO Guide for Design of Pavements Structures**  
 American Concrete Pavement Association

## Flexible Design Inputs

Project Name: Englefield & Addenbrook Residential Subdivision  
 Route: 6000/6200 West  
 Location: West Jordan  
 Owner/Agency: Peterson Development  
 Design Engineer: dap

## Flexible Pavement Design/Evaluation

<b>Structural Number</b>	4.26	<b>Subgrade Resilient Modulus</b>	3,300.00 psi
<b>Total Flexible ESALs</b>	535,300	<b>Initial Serviceability</b>	4.20
<b>Reliability</b>	90.00 percent	<b>Terminal Serviceability</b>	2.50
<b>Overall Standard Deviation</b>	0.45		

## Layer Pavement Design/Evaluation

Layer Material	Layer Coefficient	Drainage Coefficient	Layer Thickness	Layer SN
Asphalt Cement Concrete	0.40	1.00	6.00	2.40
Crushed Stone Base	0.10	0.95	10.00	0.95
Granular Subbase	0.08	0.95	12.00	0.91
			$\Sigma$ SN	4.26

# WinPAS

Pavement Thickness Design According to  
**1993 AASHTO Guide for Design of Pavements Structures**  
American Concrete Pavement Association

## Flexible Design Inputs

Project Name: Englefield & Addenbrook Residential Subdivision  
Route: 6400 West  
Location: West Jordan  
Owner/Agency: Peterson Development  
Design Engineer: dap

## Flexible Pavement Design/Evaluation

Structural Number	2.64	Subgrade Resilient Modulus	11,550.00 psi
Total Flexible ESALs	513,000	Initial Serviceability	4.20
Reliability	90.00 percent	Terminal Serviceability	2.50
Overall Standard Deviation	0.45		

## Layer Pavement Design/Evaluation

Layer Material	Layer Coefficient	Drainage Coefficient	Layer Thickness	Layer SN
Asphalt Cement Concrete	0.40	1.00	4.00	1.60
Crushed Stone Base	0.10	0.95	11.00	1.04
			$\Sigma$ SN	2.64

# WinPAS

Pavement Thickness Design According to  
**1993 AASHTO Guide for Design of Pavements Structures**  
 American Concrete Pavement Association

## Flexible Design Inputs

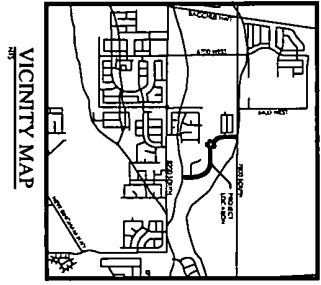
Project Name: Englefield & Addenbrook Residential Subdivision  
 Route: 7800 South  
 Location: West Jordan  
 Owner/Agency: Peterson Development  
 Design Engineer: dap

## Flexible Pavement Design/Evaluation

<b>Structural Number</b>	6.59	<b>Subgrade Resilient Modulus</b>	1,941.50 psi
<b>Total Flexible ESALs</b>	3,572,000	<b>Initial Serviceability</b>	4.20
<b>Reliability</b>	90.00 percent	<b>Terminal Serviceability</b>	2.50
<b>Overall Standard Deviation</b>	0.45		

## Layer Pavement Design/Evaluation

Layer Material	Layer Coefficient	Drainage Coefficient	Layer Thickness	Layer SN
	0.40	1.00	9.00	3.60
	0.10	0.95	17.00	1.62
	0.08	0.95	18.00	1.37
			$\Sigma$ SN	6.59



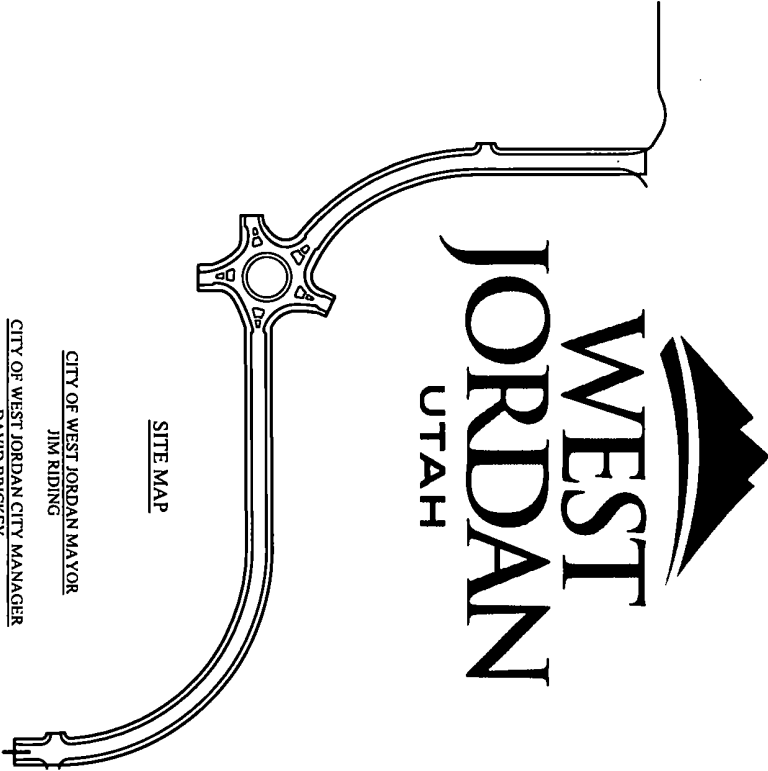
Sheet Number	Sheet Title
C1	COVER
C2	NOTES
C3.1	UTILITY PLAN
C3.2	UTILITY PLAN
C3.3	UTILITY PLAN
C3.4	UTILITY PLAN
C4.1	GRADING AND DRAINAGE PLAN
C4.2	GRADING AND DRAINAGE PLAN
C4.3	GRADING AND DRAINAGE PLAN
C4.4	GRADING AND DRAINAGE PLAN
C5.1	SIGNAGE, LIGHTING AND STRIPING PLAN
C5.2	SIGNAGE, LIGHTING AND STRIPING PLAN
C5.3	SIGNAGE, LIGHTING AND STRIPING PLAN
C5.4	SIGNAGE, LIGHTING AND STRIPING PLAN
C6.1	EROSION CONTROL PLAN
C6.2	EROSION CONTROL PLAN
C6.3	EROSION CONTROL PLAN
C6.4	EROSION CONTROL PLAN
C8	DETAILS
C8.1	DETAILS
C8.2	DETAILS
C8.3	DETAILS
C8.4	DETAILS
PP1	FALLWATER DRIVE PH1
PP2	FALLWATER DRIVE PH3 NORTH
PP3	FALLWATER DRIVE PH3 ROUNDABOUT
PP4	FALLWATER DRIVE PH3 EAST
PP5	FALLWATER DRIVE PH3 SOUTH
PP6	FALLWATER DRIVE PH2
PP7	FALL OAK DRIVE
PP8	ANNANDALE WAY
L101	LANDSCAPE PLAN
L102	LANDSCAPE PLAN
L103	LANDSCAPE PLAN
L201	IRRIGATION PLAN
L202	IRRIGATION PLAN
L203	IRRIGATION PLAN
L401	IRRIGATION SPECIFICATIONS

# FALLWATER DRIVE

## PROJECT NO. RD-18-15

PREPARED FOR:  
WEST JORDAN CITY PUBLIC WORKS

LOCATED IN:  
WEST JORDAN CITY

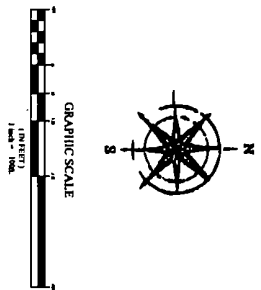


SITE MAP

CITY OF WEST JORDAN MAYOR  
JIM RIDDING

CITY OF WEST JORDAN CITY MANAGER  
DAVID BRICKEY

CITY OF WEST JORDAN CITY COUNCIL  
ALAN ANDERSON  
DIRK BURTON  
ZACH JACOB  
CHAD R. LAMB  
CHRIS McCONNELHEY  
KAYLEEN WHITELOCK



RECOMMENDED FOR APPROVAL \_\_\_\_\_ 2018

PROJECT ENGINEER

RECOMMENDED FOR APPROVAL \_\_\_\_\_ 2018

CAPITAL PROJECTS MANAGER

RECOMMENDED FOR APPROVAL \_\_\_\_\_ 2018

DIRECTOR OF PUBLIC WORKS

**CONTACTS**

ENGINEER: [Name], [Address], [Phone]

DESIGNER: [Name], [Address], [Phone]

APPROVAL: [Name], [Address], [Phone]

PROJECT MANAGER: [Name], [Address], [Phone]

UTILITY MANAGER: [Name], [Address], [Phone]

CONTRACTOR: [Name], [Address], [Phone]



NO.	DATE	BY	DESCRIPTION

NO.	DATE	BY	DESCRIPTION

## FALLWATER DRIVE

### WEST JORDAN CITY

### COVER



**FOCUS**  
ENGINEERING AND SURVEYING, LLC

12 WEST CENTER STREET  
MIDVALE, UTAH 84047 PH: (801) 352-0075  
www.focusnh.com



**GENERAL NOTES**

1. THE CONTRACTOR SHALL CAREFULLY READ ALL OF THE NOTES AND SPECIFICATIONS. THE CONTRACTOR SHALL BE LIABLE AS TO THEIR TRUE MEANING AND SHALL BE RESPONSIBLE FOR CORRECTING ANY ERRORS.
2. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE FOLLOWING:
  1. CURRENT CITY OF WEST JORDAN STANDARDS, PLANS AND SPECIFICATIONS.
  2. ORDINANCE FOR PRE-CONSTRUCTION CONFERENCE.
  3. FROM TO ANY WORK BEING PERFORMED. THE CONTRACTOR SHALL CONTACT THE CITY OF WEST JORDAN FOR A PRE-CONSTRUCTION CONFERENCE.
  4. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTRACTED AND THAT THE WORK BE COMPLETED IN ACCORDANCE THEREWITH. REGARDLESS OF ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS, THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
  5. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL, ITEMS NOT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO BE USED. REVISIONS AND ADDITIONAL MATTER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL BE HELD AND REGULARLY ENGAGED IN THE GENERAL CLASS AND THE OF WORK CALLED FOR IN THE PROJECT AND SPECIFICATIONS. THEREFORE THE OWNER IS REQUIRING THE CONTRACTOR TO INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTRACTED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS.
4. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT, AND NECESSARY CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING IN THE AREA OF THE PROJECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING IN THE AREA OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING IN THE AREA OF THE PROJECT.
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7. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND COMPLY WITH ALL REQUIREMENTS OF THE CITY OF WEST JORDAN.
8. CONTRACTOR SHALL NOTIFY THE CITY OF WEST JORDAN OF ANY PERMITS TO EXIST WITHIN THE PROJECT AREA AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK.
9. DURING THE COURSE OF THEIR EXAMINATION, A BIDDER MUST FURNISH TO THE ENGINEER, IN WRITING, A STATEMENT OF THE RESULTS OF THEIR EXAMINATION. THE STATEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF WEST JORDAN STANDARDS AND SPECIFICATIONS FOR EXAMINATION OF BIDDERS.
10. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A GUARANTEE OF ANY KIND. THE INFORMATION IS PROVIDED FOR THE USE OF THE BIDDERS IN THE PREPARATION OF THEIR BIDS. THE BIDDERS SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING IN THE AREA OF THE PROJECT.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING IN THE AREA OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING IN THE AREA OF THE PROJECT.
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**UTILITY COMPANY CONTACT PERSONS**

- |  |   |   |   |
|--|---|---|---|
| City of West Jordan<br>Planning Department<br>1201 S. 2000 W. Suite 100<br>West Jordan, UT 84088<br>Tel: 801-581-4622<br>Fax: 801-581-4622 | Salt Lake Electric<br>Project Coordinator<br>1140 West 200 South<br>Suite 100<br>Salt Lake City, Utah 84145<br>Tel: 801-324-3544<br>Fax: 801-324-3544 | West Jordan Electric Department<br>Mr. Craig Fryberg<br>6301 South 1000 West<br>West Jordan, UT 84088<br>Tel: 801-581-3707<br>E-mail: craf@cityofwestjordan.com | West Jordan Sewer Department<br>Mr. Craig Fryberg<br>6301 South 1000 West<br>West Jordan, Utah 84088<br>Tel: 801-581-3707<br>E-mail: craf@cityofwestjordan.com  |
| Rocky Mountain Power Company<br>12840 S. Foothill Parkway<br>West Jordan, UT 84088<br>Tel: 801-576-6133                                    | Century Link Corporation<br>Doreen Kiefer<br>661 West 900 North<br>Salt Lake City, UT 84119<br>Tel: 801-326-4979                                      | Mr. Craig Fryberg<br>6301 South 1000 West<br>West Jordan, Utah 84088<br>Tel: 801-581-3707<br>E-mail: craf@cityofwestjordan.com                                  | West Jordan Electric Department<br>Mr. Craig Fryberg<br>6301 South 1000 West<br>West Jordan, UT 84088<br>Tel: 801-581-3707<br>E-mail: craf@cityofwestjordan.com |

**ENGINEER'S NOTES TO CONTRACTOR**

1. THE EXISTING AND LOCATION OF ANY UNDERGROUND UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING IN THE AREA OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING IN THE AREA OF THE PROJECT.
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**GENERAL NOTES**

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**NOTICE**

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**FALLWATER DRIVE**  
WEST JORDAN CITY  
**NOTES**



REVISION	DATE	DESCRIPTION

**NOTES**

C2

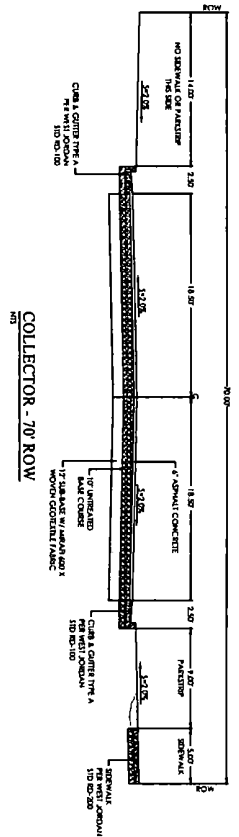




MATCH LINE SEE SHEET  
C3.2 UTILITY PLAN

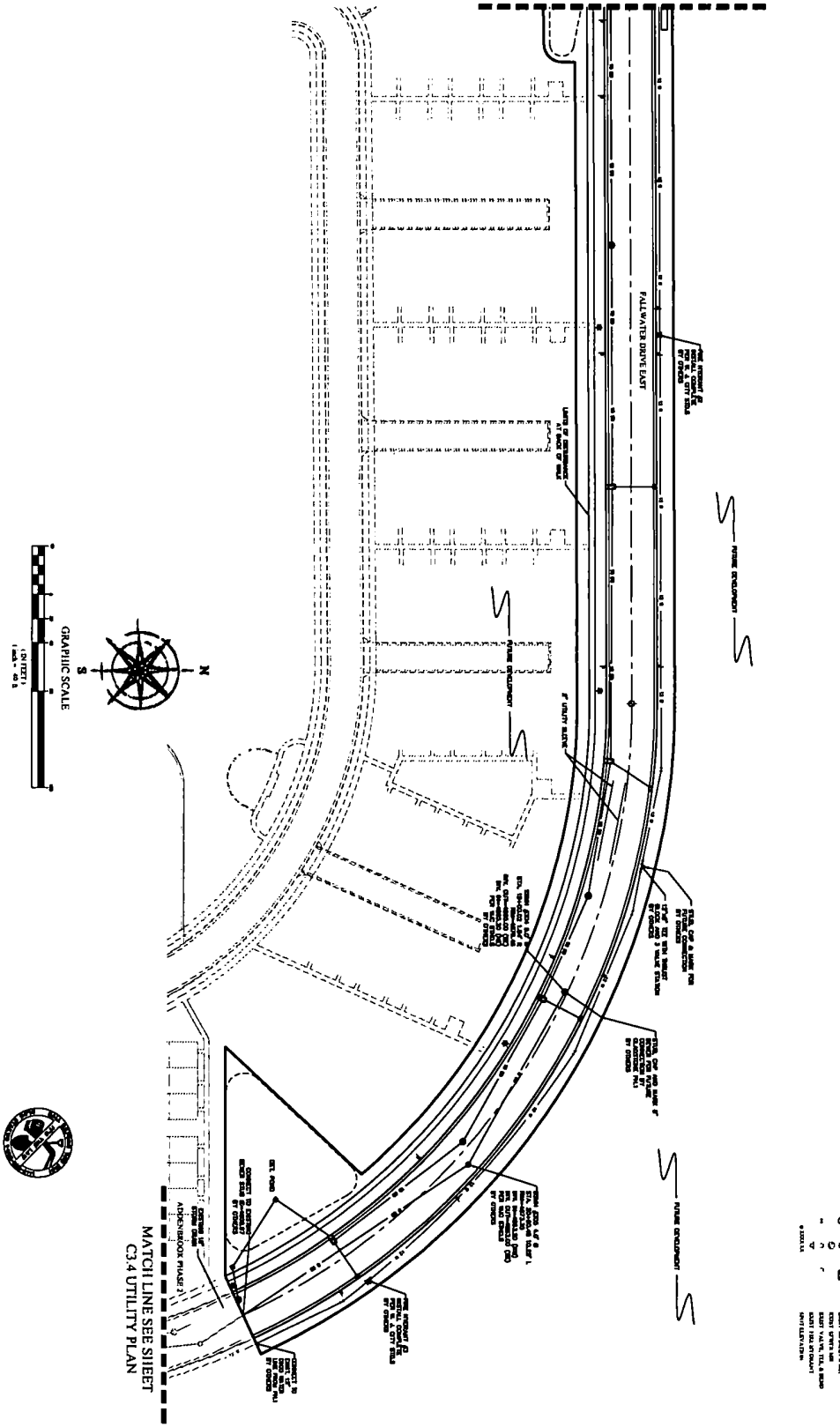
**UTILITY NOTES**

1. ALL UNDEGROUND UTILITY CONSTRUCTION TO BE COMPLETED BY  
6/30/2019. ANY DELAYS TO THE PROJECT WILL BE AT THE OWNERS  
& CONTRACTOR'S RISK. THIS PROJECT IS SUBJECT TO THE CITY OF WEST  
JORDAN'S UTILITY REGULATIONS AND SHALL BE SUBJECT TO THE CITY'S  
PERMITS AND INSPECTION REQUIREMENTS.



**LEGEND**

Symbol	Description
(Symbol)	PROPOSED 70\"/>



**FALLWATER DRIVE  
WEST JORDAN CITY  
UTILITY PLAN**

REVISION	DATE	DESCRIPTION
1		
2		
3		
4		
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10		

UTILITY PLAN	
DATE	BY

C3.3

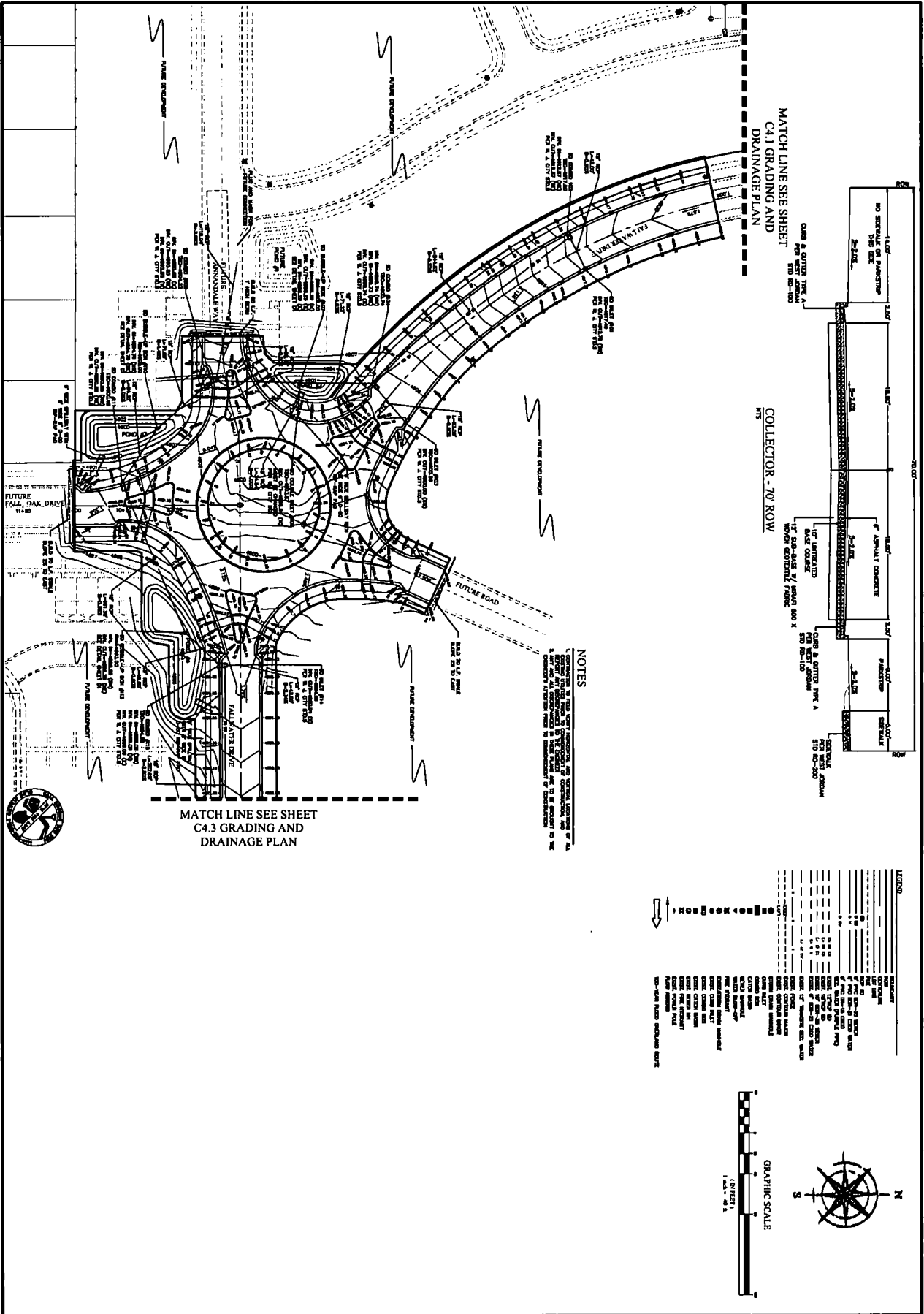


**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
32 WEST CENTER STREET  
MIDVALE, UT 84047 TEL: 801-355-0075  
www.focusnh.com

C:\2019\10-10 Fallwater Drive Usage\_10-10\10\Utility\C3.3 - Utility Plan.dwg







MATCH LINE SEE SHEET  
C4.1 GRADING AND  
DRAINAGE PLAN

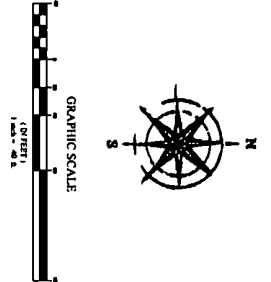
COLLECTOR - 70' ROW

MATCH LINE SEE SHEET  
C4.3 GRADING AND  
DRAINAGE PLAN

**NOTES**  
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CITY ORDINANCES AND STATE REQUIREMENTS.  
2. ALL UTILITY LOCATIONS SHALL BE VERIFIED BY FIELD SURVEY PRIOR TO CONSTRUCTION.  
3. THE EXISTING UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.  
4. ALL DIMENSIONS ARE IN FEET AND INCHES.  
5. THE GRADING AND DRAINAGE SHALL BE AS SHOWN ON THIS PLAN UNLESS OTHERWISE NOTED.  
6. THE DRAINAGE SHALL BE TO THE STREET OR TO THE NEAREST DRAINAGE FACILITY.  
7. THE GRADING SHALL BE TO THE FINISHED GRADE UNLESS OTHERWISE NOTED.  
8. THE DRAINAGE SHALL BE TO THE STREET OR TO THE NEAREST DRAINAGE FACILITY.  
9. THE GRADING SHALL BE TO THE FINISHED GRADE UNLESS OTHERWISE NOTED.

**LEGEND**

————	EXISTING ROAD
---	PROPOSED ROAD
---	PROPOSED DRIVE
---	PROPOSED SIDEWALK
---	PROPOSED BIKEWAY
---	PROPOSED TRAIL
---	PROPOSED FENCE
---	PROPOSED UTILITY
---	PROPOSED DRAINAGE
---	PROPOSED MANHOLE
---	PROPOSED CATCH BASIN
---	PROPOSED CURB
---	PROPOSED GUTTER
---	PROPOSED ASPHALT
---	PROPOSED CONCRETE
---	PROPOSED GRAVEL
---	PROPOSED SAND
---	PROPOSED SOIL
---	PROPOSED VEGETATION
---	PROPOSED TREES
---	PROPOSED SHRUBS
---	PROPOSED FLOWERS
---	PROPOSED GRASS
---	PROPOSED MULCH
---	PROPOSED LIGHTING
---	PROPOSED SIGNAGE
---	PROPOSED SECURITY
---	PROPOSED FURNITURE
---	PROPOSED ART
---	PROPOSED LANDSCAPE
---	PROPOSED HEDGING
---	PROPOSED SCREENING
---	PROPOSED BOUNDARY
---	PROPOSED ZONING
---	PROPOSED EASEMENT
---	PROPOSED ENCROACHMENT
---	PROPOSED VIOLATION
---	PROPOSED DEFICIENCY
---	PROPOSED CORRECTION
---	PROPOSED IMPROVEMENT
---	PROPOSED MAINTENANCE
---	PROPOSED OPERATION
---	PROPOSED MANAGEMENT
---	PROPOSED MONITORING
---	PROPOSED EVALUATION
---	PROPOSED REPORTING
---	PROPOSED RECORDING
---	PROPOSED ARCHIVING
---	PROPOSED PRESERVATION
---	PROPOSED RESTORATION
---	PROPOSED REPAIR
---	PROPOSED REPLACEMENT
---	PROPOSED RENOVATION
---	PROPOSED RECONSTRUCTION
---	PROPOSED REDEMPTION
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## FALLWATER DRIVE WEST JORDAN CITY GRADING AND DRAINAGE PLAN

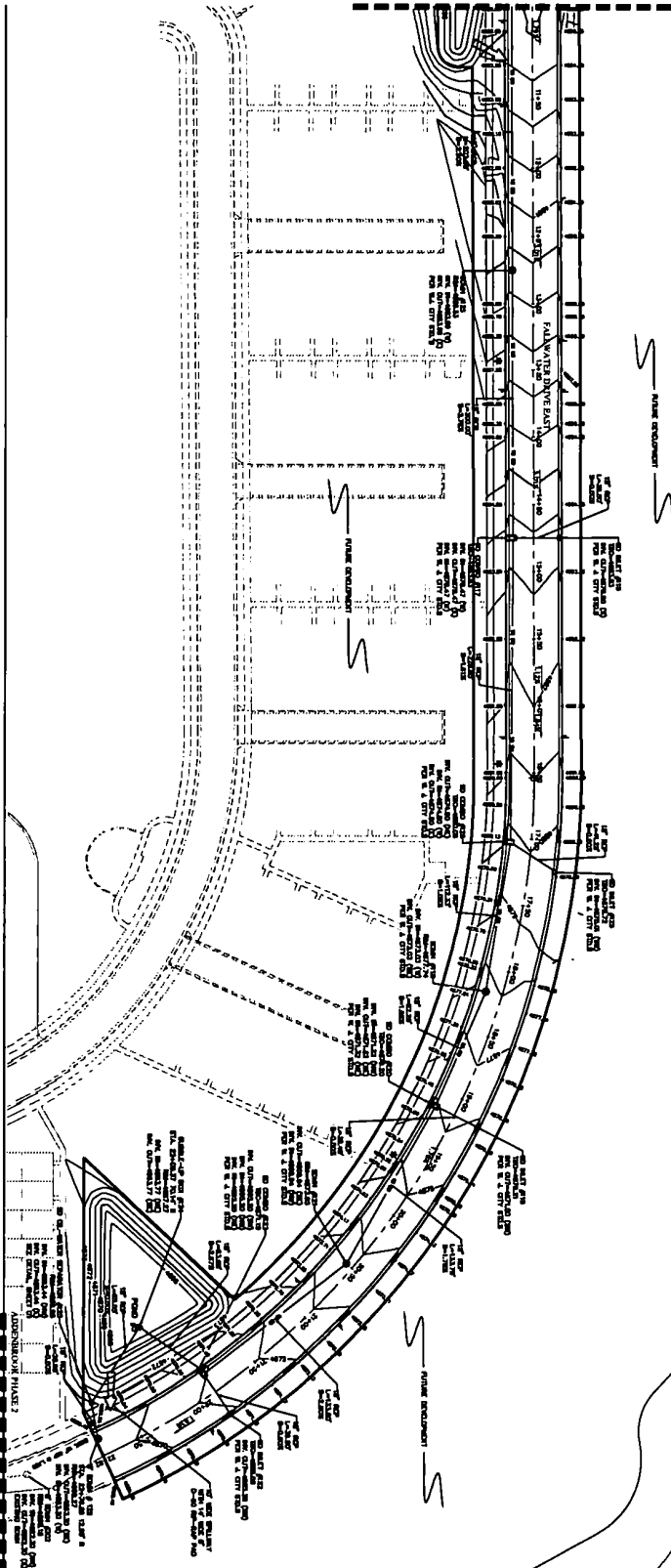
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GRADING AND DRAINAGE PLAN  
C4.2

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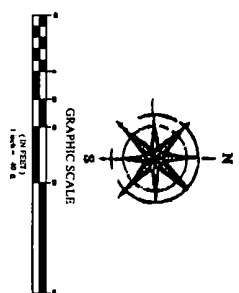
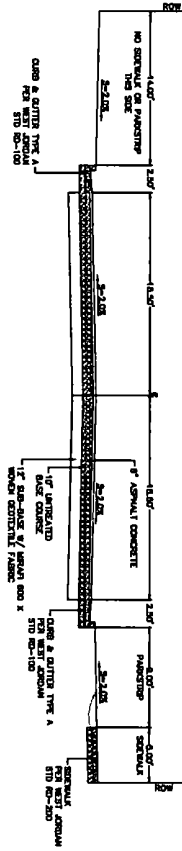


MATCH LINE SEE SHEET  
C4.2 GRADING AND  
DRAINAGE PLAN



MATERIAL ENCLOSURE

MATERIAL ENCLOSURE



SYMBOL	DESCRIPTION
(Symbol: Solid line)	EXISTING GRADE
(Symbol: Dashed line)	PROPOSED GRADE
(Symbol: Solid line with dashes)	EXISTING DRIVE
(Symbol: Dashed line with dashes)	PROPOSED DRIVE
(Symbol: Dotted line)	EXISTING UTILITY
(Symbol: Dotted line with dashes)	PROPOSED UTILITY
(Symbol: Solid line with long dashes)	EXISTING PROPERTY LINE
(Symbol: Dashed line with long dashes)	PROPOSED PROPERTY LINE
(Symbol: Solid line with short dashes)	EXISTING ROAD CENTERLINE
(Symbol: Dashed line with short dashes)	PROPOSED ROAD CENTERLINE
(Symbol: Solid line with very short dashes)	EXISTING SIDEWALK
(Symbol: Dashed line with very short dashes)	PROPOSED SIDEWALK
(Symbol: Solid line with diagonal dashes)	EXISTING DRIVE CURB
(Symbol: Dashed line with diagonal dashes)	PROPOSED DRIVE CURB
(Symbol: Solid line with wavy dashes)	EXISTING DRIVE GUTTER
(Symbol: Dashed line with wavy dashes)	PROPOSED DRIVE GUTTER
(Symbol: Solid line with cross-hatch)	EXISTING DRIVE PAVEMENT
(Symbol: Dashed line with cross-hatch)	PROPOSED DRIVE PAVEMENT
(Symbol: Solid line with vertical dashes)	EXISTING DRIVE SLOPE
(Symbol: Dashed line with vertical dashes)	PROPOSED DRIVE SLOPE
(Symbol: Solid line with horizontal dashes)	EXISTING DRIVE EASEMENT
(Symbol: Dashed line with horizontal dashes)	PROPOSED DRIVE EASEMENT
(Symbol: Solid line with square dashes)	EXISTING DRIVE ROW
(Symbol: Dashed line with square dashes)	PROPOSED DRIVE ROW
(Symbol: Solid line with circle dashes)	EXISTING DRIVE CURB TO DRIVE
(Symbol: Dashed line with circle dashes)	PROPOSED DRIVE CURB TO DRIVE
(Symbol: Solid line with triangle dashes)	EXISTING DRIVE CURB TO SIDEWALK
(Symbol: Dashed line with triangle dashes)	PROPOSED DRIVE CURB TO SIDEWALK
(Symbol: Solid line with diamond dashes)	EXISTING DRIVE SIDEWALK
(Symbol: Dashed line with diamond dashes)	PROPOSED DRIVE SIDEWALK
(Symbol: Solid line with inverted triangle dashes)	EXISTING DRIVE SIDEWALK TO DRIVE
(Symbol: Dashed line with inverted triangle dashes)	PROPOSED DRIVE SIDEWALK TO DRIVE
(Symbol: Solid line with plus signs)	EXISTING DRIVE SIDEWALK TO SIDEWALK
(Symbol: Dashed line with plus signs)	PROPOSED DRIVE SIDEWALK TO SIDEWALK
(Symbol: Solid line with asterisk dashes)	EXISTING DRIVE SIDEWALK TO DRIVE
(Symbol: Dashed line with asterisk dashes)	PROPOSED DRIVE SIDEWALK TO DRIVE
(Symbol: Solid line with cross dashes)	EXISTING DRIVE SIDEWALK TO DRIVE
(Symbol: Dashed line with cross dashes)	PROPOSED DRIVE SIDEWALK TO DRIVE
(Symbol: Solid line with dot dashes)	EXISTING DRIVE SIDEWALK TO DRIVE
(Symbol: Dashed line with dot dashes)	PROPOSED DRIVE SIDEWALK TO DRIVE
(Symbol: Solid line with square-in-circle dashes)	EXISTING DRIVE SIDEWALK TO DRIVE
(Symbol: Dashed line with square-in-circle dashes)	PROPOSED DRIVE SIDEWALK TO DRIVE

NO.	DATE	REVISION	DESCRIPTION

REVISION BLOCK

# FALLWATER DRIVE

WEST JORDAN CITY

## GRADING AND DRAINAGE PLAN

**FOCUS.**  
ENGINEERING AND SURVEYING, LLC  
11 WEST CENTER STREET  
MIDVALE, UT 84047 PH: (801) 352-0075  
www.focusutah.com

C4.3

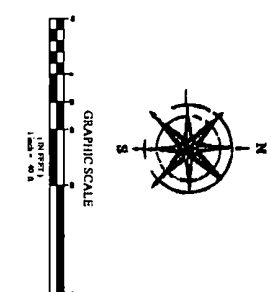
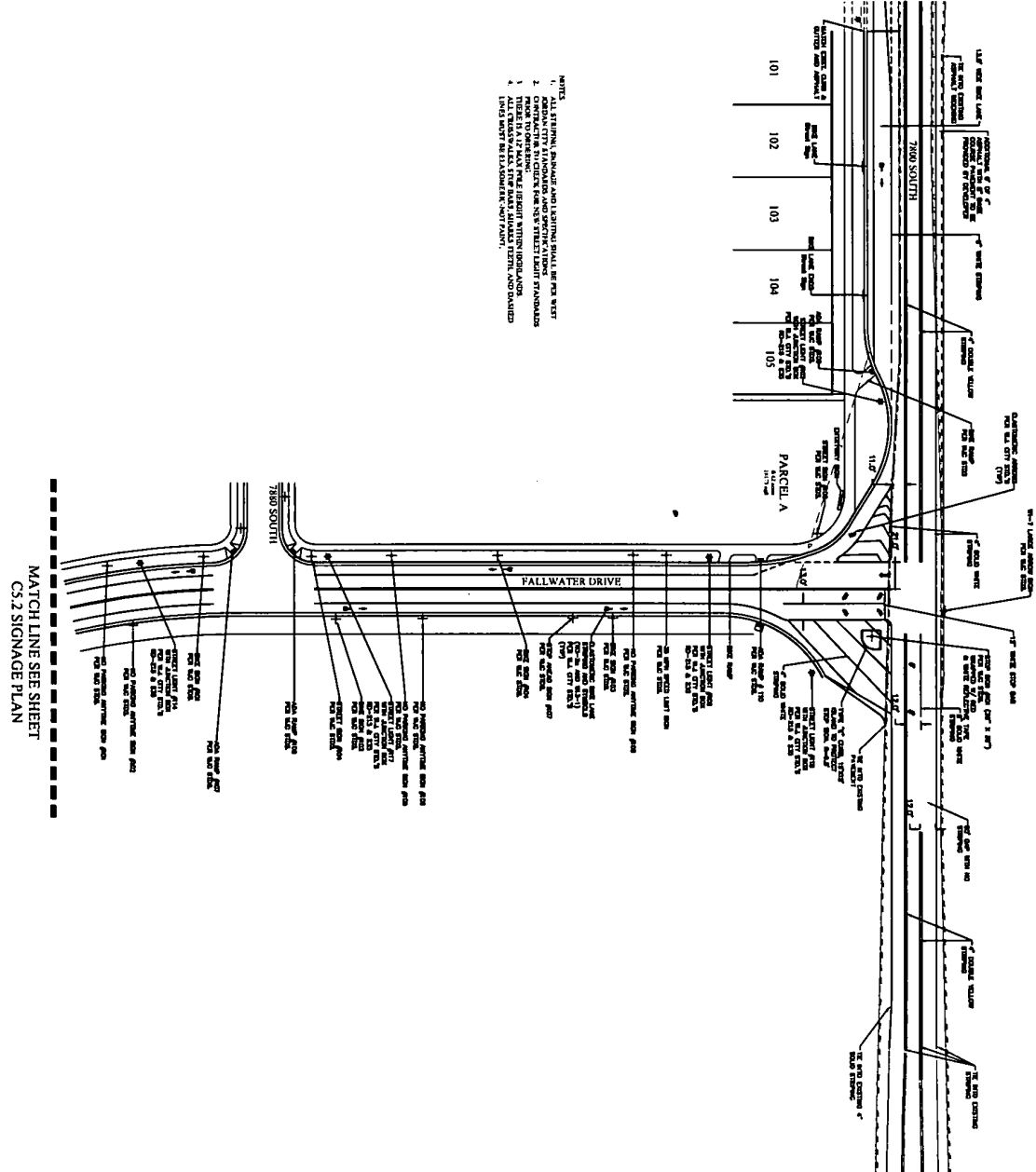
GRADING  
AND  
DRAINAGE  
PLAN







- NOTES**
1. ALL SIGNAGE, SIGNAGE AND LIGHTING SHALL BE PER WEST JORDAN CITY ORDINANCES AND SPECIFICATIONS.
  2. ROAD TO BE STRIPPED AND REPAVEMENT SHALL BE PER WEST JORDAN CITY ORDINANCES AND SPECIFICATIONS.
  3. ALL TRUCKWALK STRIPES SHALL BE PER WEST JORDAN CITY ORDINANCES AND SPECIFICATIONS.
  4. LAND NOT REDEVELOPED, NOT PAVED.



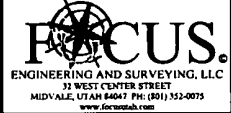
# FALLWATER DRIVE

WEST JORDAN CITY  
SIGNAGE, LIGHTING AND STRIPING PLAN

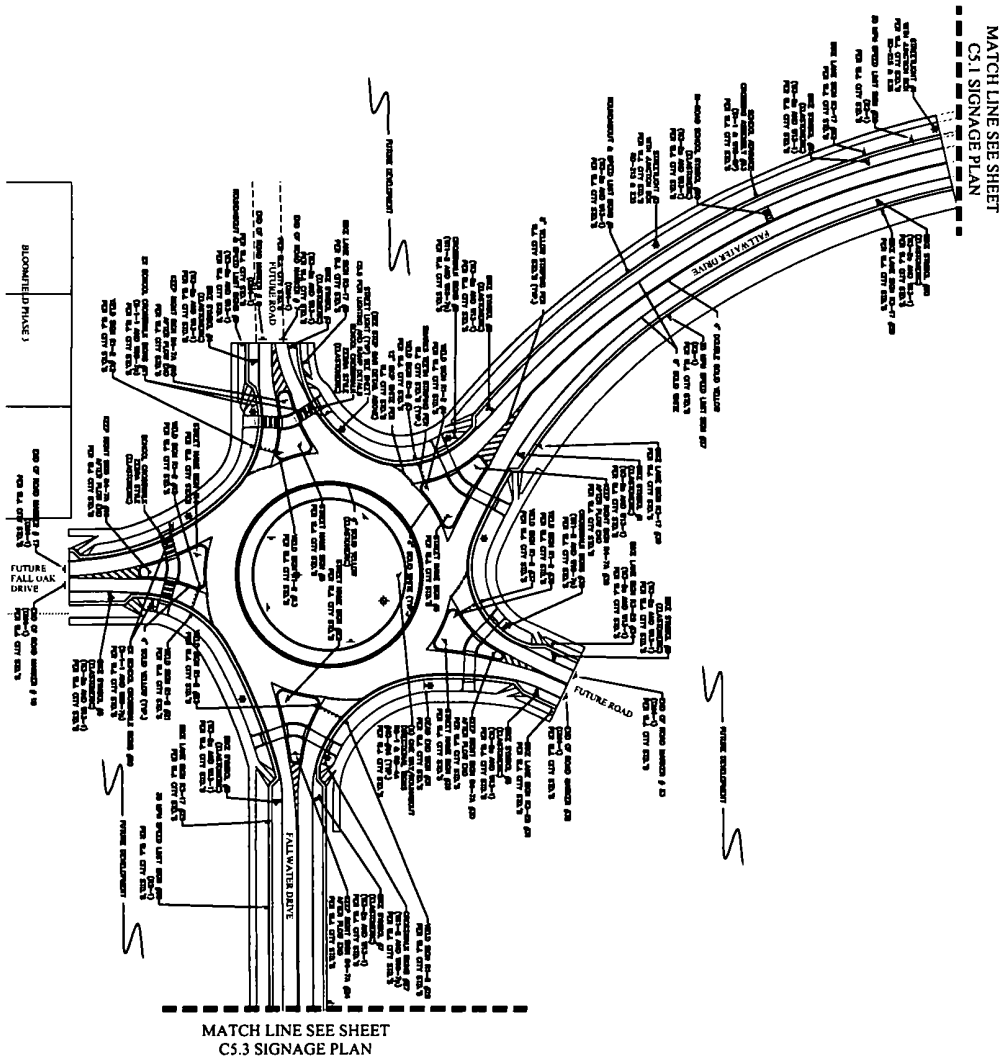
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#	DATE	DESCRIPTION

SIGNAGE,  
LIGHTING  
AND STRIPING  
PLAN

CS.1



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## FALLWATER DRIVE

WEST JORDAN CITY  
SIGNAGE, LIGHTING AND STRIPING PLAN



**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
32 WEST CENTER STREET  
MIDVALE, UTAH 84047 PH: (801) 355-6075  
www.focusnh.com

**LEGEND**

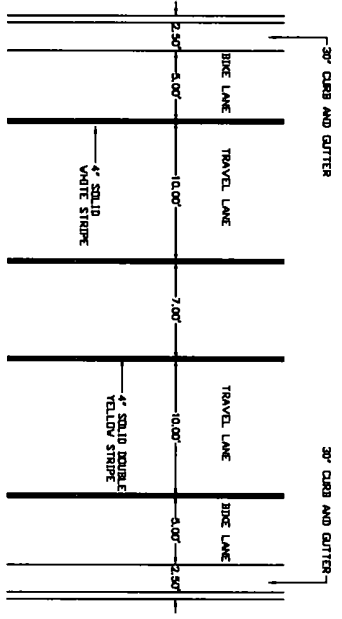
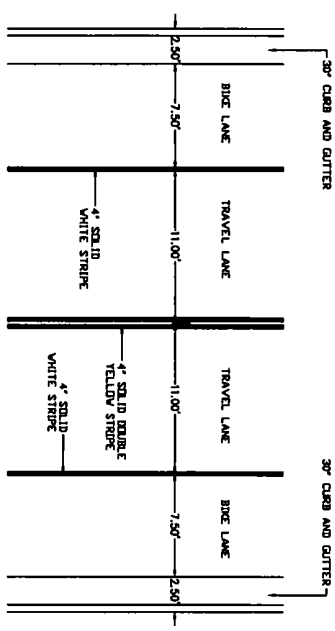
SYMBOL	DESCRIPTION
—	EXISTING ROAD
- - -	FUTURE ROAD
—+—	EXISTING DRIVE
- - + - -	FUTURE DRIVE
—+—+—	EXISTING SIDEWALK
- - + - - + - -	FUTURE SIDEWALK
—+—+—+—	EXISTING CURB
- - + - - + - - + - -	FUTURE CURB
—+—+—+—+—	EXISTING PAVEMENT
- - + - - + - - + - - + - -	FUTURE PAVEMENT
—+—+—+—+—+—	EXISTING CONCRET
- - + - - + - - + - - + - - + - -	FUTURE CONCRET
—+—+—+—+—+—+—	EXISTING ASPHALT
- - + - - + - - + - - + - - + - - + - -	FUTURE ASPHALT
—+—+—+—+—+—+—+—	EXISTING GRAVEL
- - + - - + - - + - - + - - + - - + - - + - -	FUTURE GRAVEL
—+—+—+—+—+—+—+—+—	EXISTING SAND
- - + - - + - - + - - + - - + - - + - - + - - + - -	FUTURE SAND
—+—+—+—+—+—+—+—+—+—	EXISTING DIRT
- - + - - + - - + - - + - - + - - + - - + - - + - - + - -	FUTURE DIRT
—+—+—+—+—+—+—+—+—+—+—	EXISTING VEGETATION
- - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - -	FUTURE VEGETATION
—+—+—+—+—+—+—+—+—+—+—+—	EXISTING UTILITIES
- - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - -	FUTURE UTILITIES
—+—+—+—+—+—+—+—+—+—+—+—+—	EXISTING LIGHT FIXTURES
- - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - -	FUTURE LIGHT FIXTURES
—+—+—+—+—+—+—+—+—+—+—+—+—+—	EXISTING SIGN
- - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - -	FUTURE SIGN
—+—+—+—+—+—+—+—+—+—+—+—+—+—+—	EXISTING STRIPING
- - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - - + - -	FUTURE STRIPING

- NOTES**
- ALL STRIPING, SIGNAGE, AND LIGHTING SHALL BE PER WEST JORDAN CITY ORDINANCES AND SPECIFICATIONS.
  - PRINT TO INDICATION.
  - TITLE IS A 12" X 18" PLAN FOR EIGHT (8) SHEETS. SHEET MARKINGS SHALL BE AS SHOWN ON THIS PLAN.
  - ALL SIGNAGE SHALL BE BLANK SIGNAGE.

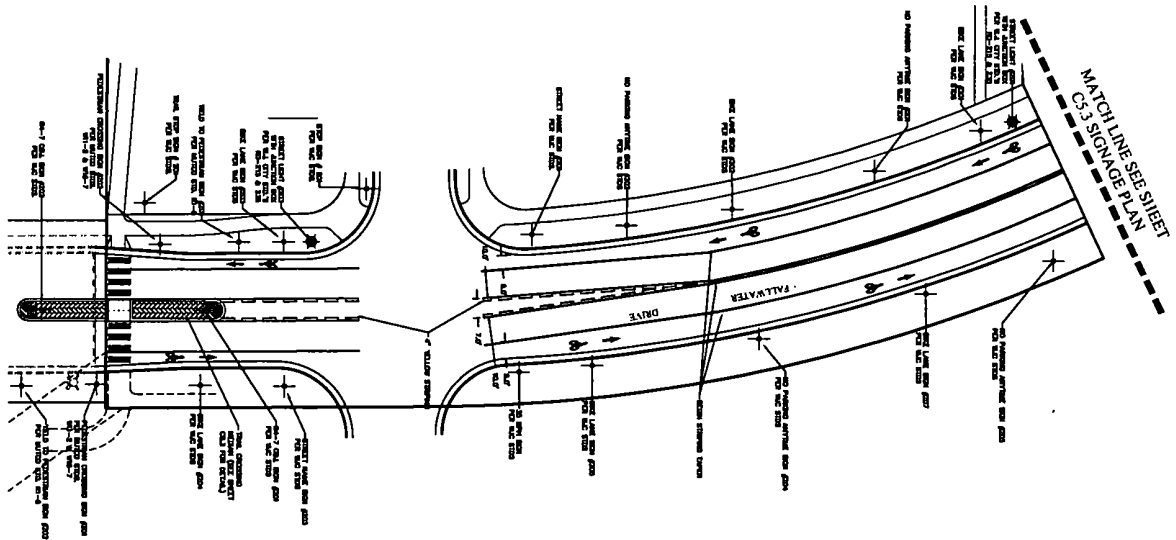
© 2018 US-100 Fallwater Drive Signage, Lighting and Striping Plan



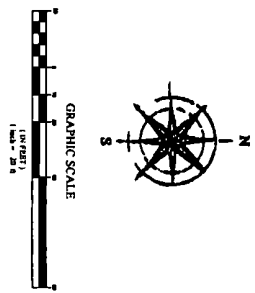
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FALLWATER DRIVE STRIPING PLAN (SOUTH OF HIGHLANDBROOK DRIVE)



- NOTES:
1. ALL SIGNAGE, SIGNPOSTS AND LIGHTING SHALL BE PER WEST
  2. CONTRACTOR TO CHECK FOR NEW STREET LIGHT STANDARDS
  3. THERE IS A 17' ROAD PAVEMENT WIDTH WITHIN ROADWAY
  4. LINES MUST BE CLASSIFIED/PAINTED



# FALLWATER DRIVE

WEST JORDAN CITY  
SIGNAGE, LIGHTING AND STRIPING PLAN

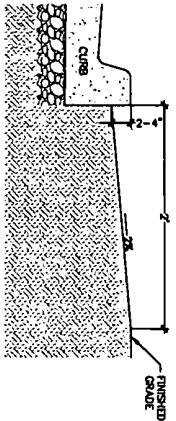
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11 WEST CENTER STREET  
MIDVALE, UTAH 84047 PH: (801) 552-0075  
www.focusutah.com

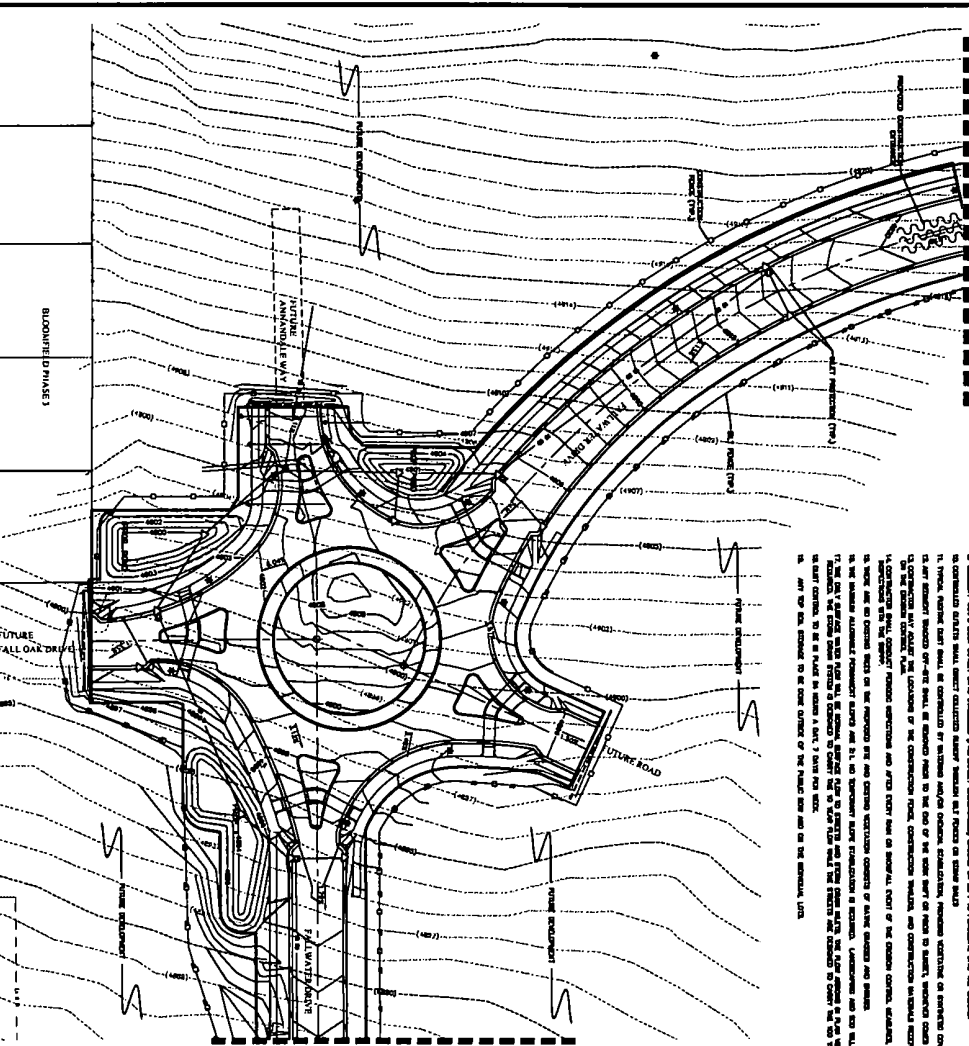
C5.4



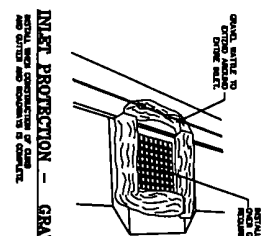


**CURB SEDIMENTATION TRAP**

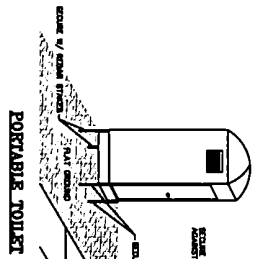
MATCH LINE SEE SHEET  
C6.1 EROSION CONTROL PLAN



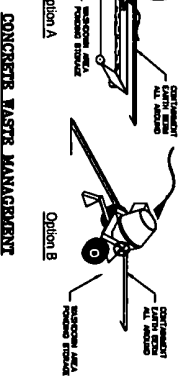
MATCH LINE SEE SHEET  
C6.3 EROSION CONTROL PLAN



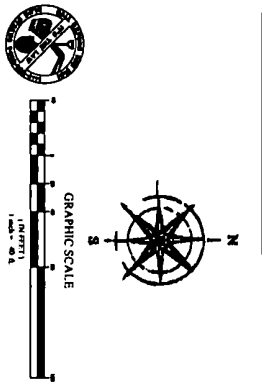
**INLET PROTECTION - GRAVEL MATTE**  
INSTALL MATTE COLLECTION OF CURB  
AND CURB TO BE INSTALLED TO PROTECT



**PORTABLE TOILET**

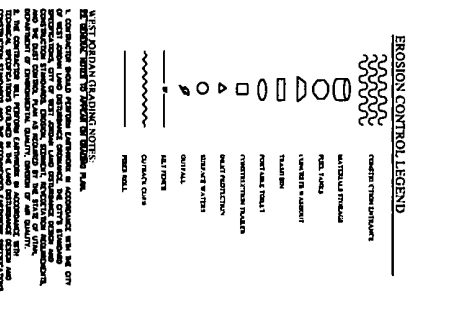


**CONCRETE WASTE MANAGEMENT**



**EROSION CONTROL NOTES**

1. CONSTRUCTION SHOULD PROTECT EXISTING AND NEWER EXISTING CURB, SIDEWALKS AND DRIVEWAYS FROM DAMAGE AND PREVENT EROSION. ALL CURB, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS SHALL BE PROTECTED FROM DAMAGE AND PREVENT EROSION. ALL CURB, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS SHALL BE PROTECTED FROM DAMAGE AND PREVENT EROSION. ALL CURB, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS SHALL BE PROTECTED FROM DAMAGE AND PREVENT EROSION.
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10. ALL CONSTRUCTION SHALL BE PROTECTED FROM DAMAGE AND PREVENT EROSION. ALL CURB, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS SHALL BE PROTECTED FROM DAMAGE AND PREVENT EROSION.



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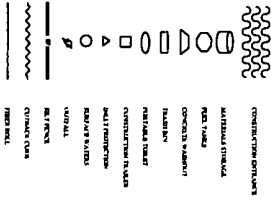
**FALLWATER DRIVE  
WEST JORDAN CITY  
EROSION CONTROL PLAN**

**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
12 WEST CENTER STREET  
MIDVALE, UTAH 84047 PH: (505) 732-0075  
www.focusidaho.com





**EROSION CONTROL LEGEND**



**WEST JORDAN CITY ORDINANCE NUMBER 13.06**

1. CONSTRUCTION SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF EROSION CONTROL MEASURES TO PREVENT EROSION AND TO CONTROL THE RATE OF EROSION OF THE SOIL SURFACE. THE DESIGN SHALL BE BASED ON THE BEST AVAILABLE DATA AND SHALL BE APPROVED BY THE CITY ENGINEER. THE DESIGN SHALL BE BASED ON THE FOLLOWING:

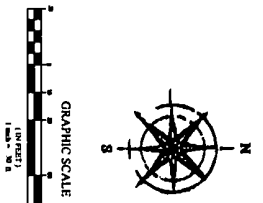
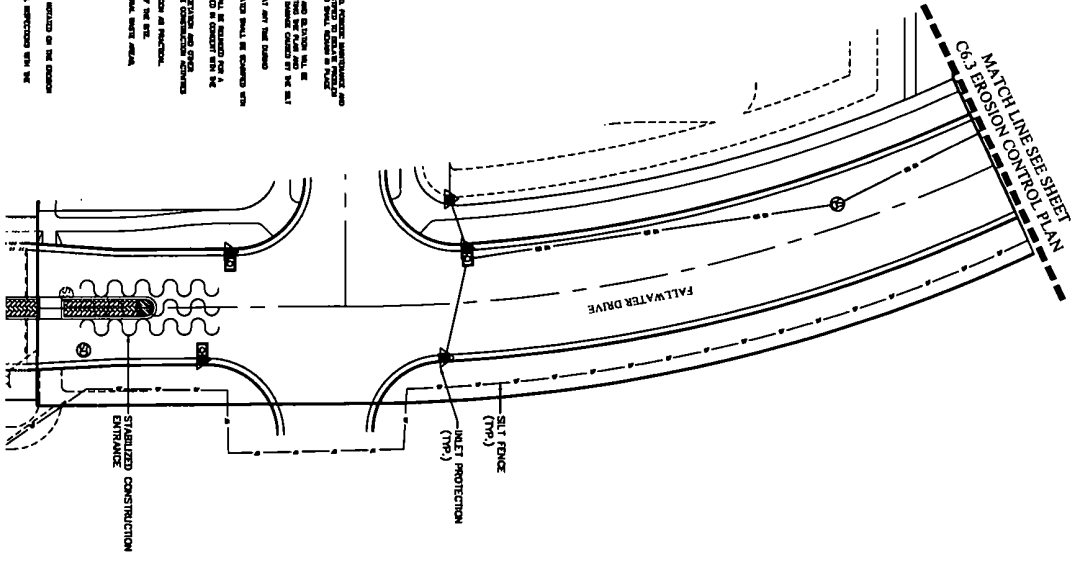
1. THE SOIL TYPE AND THE PERCENTAGE OF SAND, SILT AND CLAY.
2. THE TYPE OF SOIL COVER AND THE PERCENTAGE OF SAND, SILT AND CLAY.
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10. THE TYPE OF SOIL COVER AND THE PERCENTAGE OF SAND, SILT AND CLAY.

**EROSION CONTROL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S APPROVED EROSION CONTROL PLAN. THE DESIGN SHALL BE BASED ON THE BEST AVAILABLE DATA AND SHALL BE APPROVED BY THE CITY ENGINEER.

2. THE DESIGN SHALL BE BASED ON THE FOLLOWING:

1. THE SOIL TYPE AND THE PERCENTAGE OF SAND, SILT AND CLAY.
2. THE TYPE OF SOIL COVER AND THE PERCENTAGE OF SAND, SILT AND CLAY.
3. THE TYPE OF SOIL COVER AND THE PERCENTAGE OF SAND, SILT AND CLAY.
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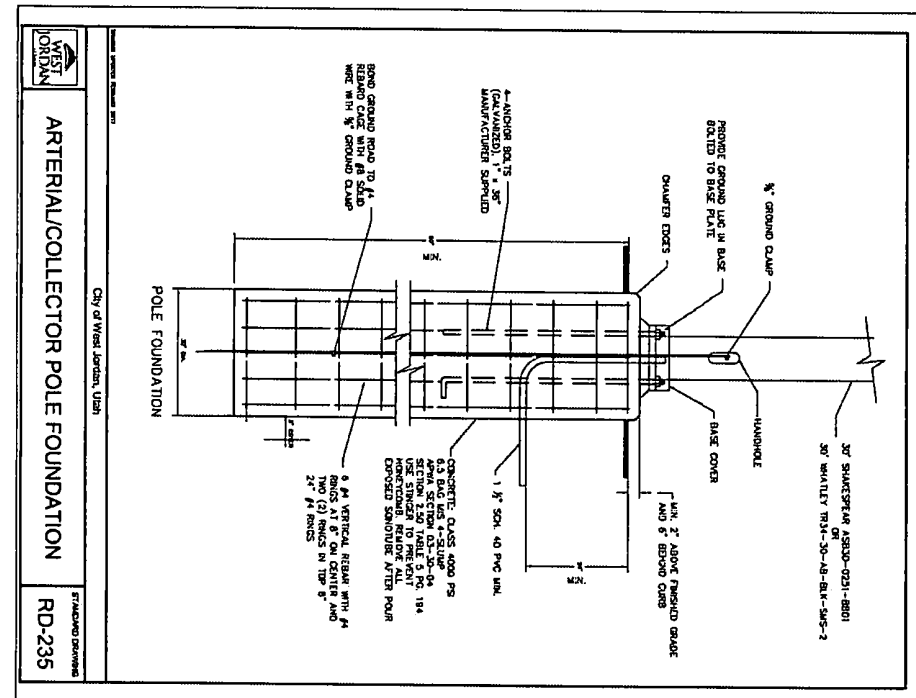
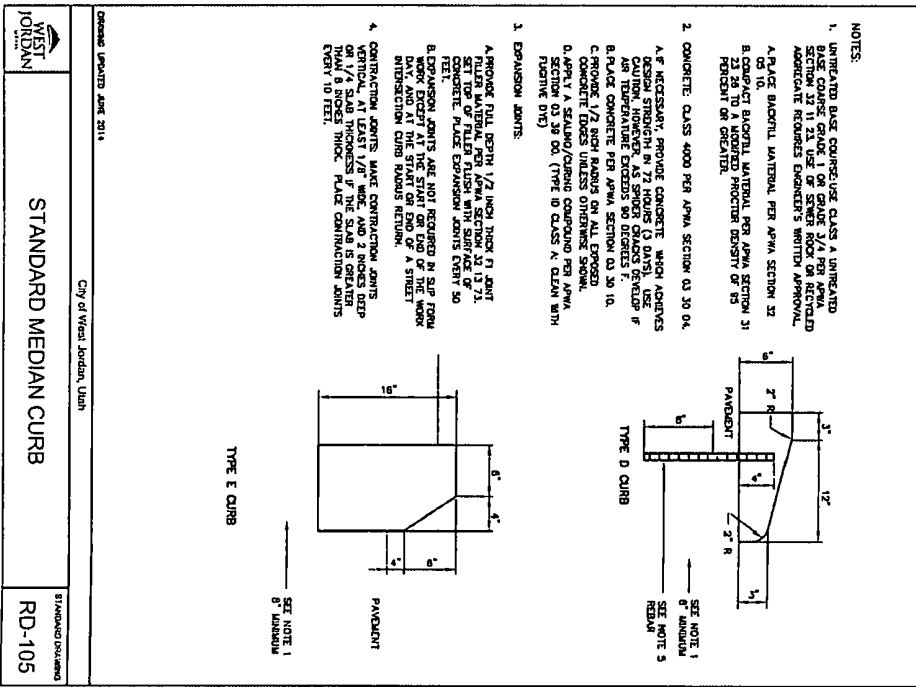


**FALLWATER DRIVE**  
WEST JORDAN CITY  
**EROSION CONTROL PLAN**



DATE	DESCRIPTION





City of West Jordan, Utah  
STANDARD MEDIAN CURB  
RD-105  
WEST JORDAN UTAH

City of West Jordan, Utah  
ARTERIAL/COLLECTOR POLE FOUNDATION  
RD-235  
WEST JORDAN UTAH

# FALLWATER DRIVE

## WEST JORDAN CITY

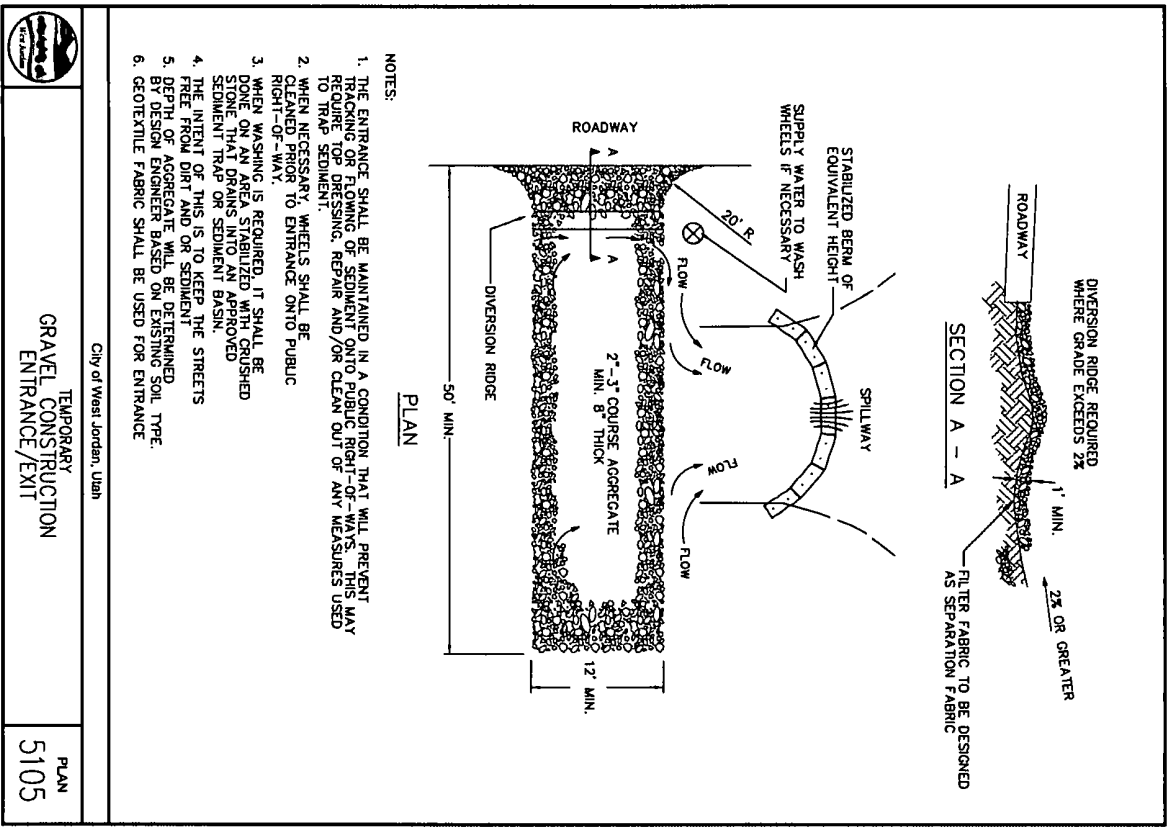
### DETAILS



**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
32 WEST CENTER STREET  
MIDVALE, UTAH 84047 PH: (801) 351-0075  
www.focusllc.com

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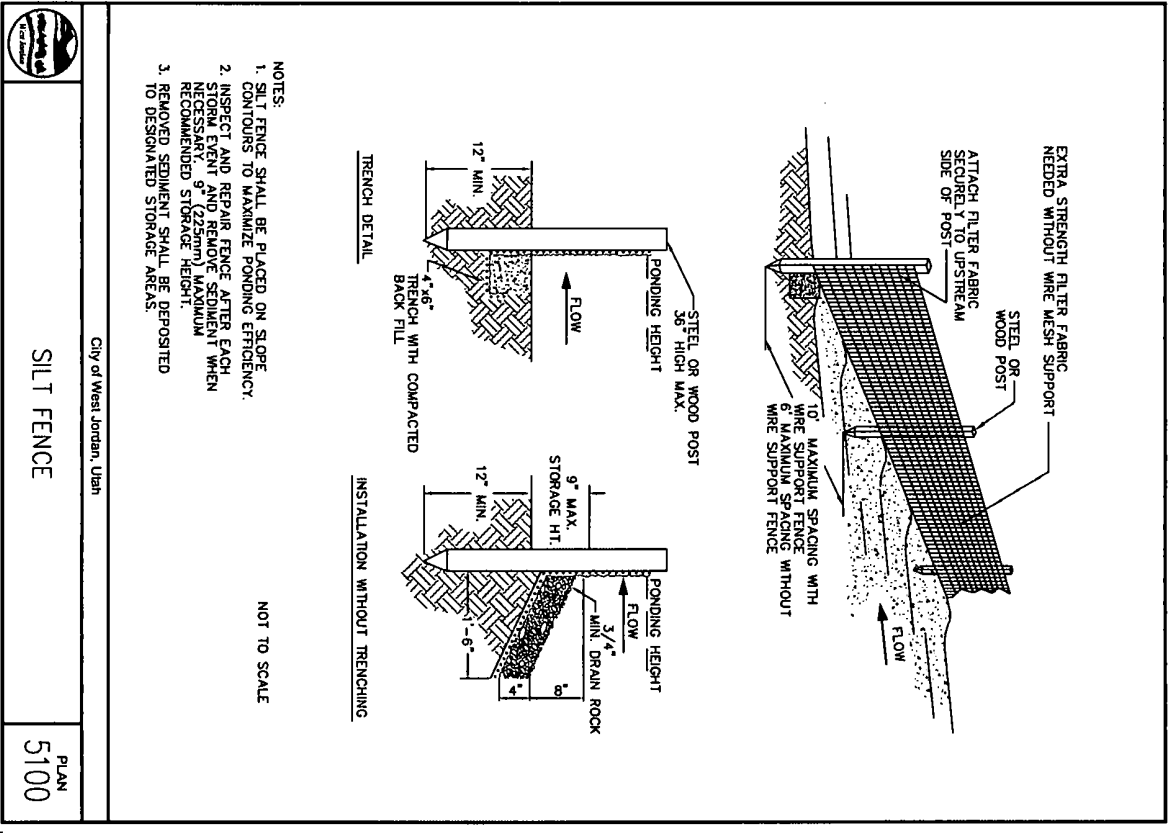


- NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE ENTRANCE OF SEDIMENT INTO THE ROADWAY. THE ROADWAY SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
  2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
  3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
  4. THE INTENT OF THIS IS TO KEEP THE STREETS FREE FROM DIRT AND OR SEDIMENT.
  5. DEPTH OF AGGREGATE WILL BE DETERMINED BY DESIGN ENGINEER BASED ON EXISTING SOIL TYPE.
  6. GEOTEXTILE FABRIC SHALL BE USED FOR ENTRANCE.

City of West Jordan, Utah

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT

PLAN 5105



- NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
  2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9\"/>
  - 3. REMOVED SEDIMENT SHALL BE DEPOSITED TO DESIGNATED STORAGE AREAS.

City of West Jordan, Utah

SILT FENCE

PLAN 5100

REVISION NO.	DATE	DESCRIPTION

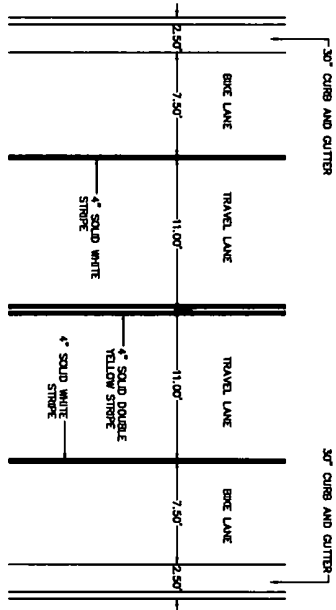
# FALLWATER DRIVE

WEST JORDAN CITY

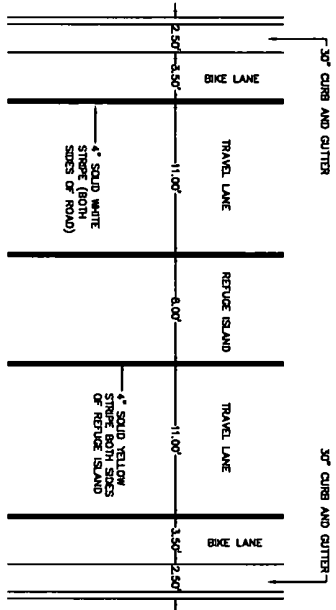
## DETAILS



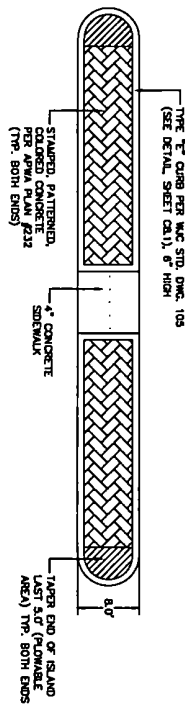
**FOCUS**  
ENGINEERING AND SURVEYING, L.L.C.  
23 WEST CENTER STREET  
MIDVALE, UTAH 84047  
PH: (801) 552-0075  
www.focusutah.com



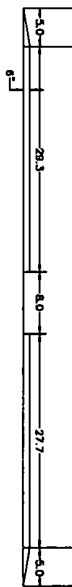
FALLWATER DRIVE STRIPING PLAN  
N/S



FALLWATER DRIVE STRIPING PLAN (SOUTH OF HIGHLANDBROOK DRIVE)  
N/S



TRAIL CROSSING MEDIAN PLAN VIEW  
N/S

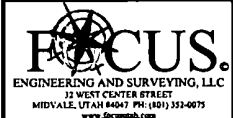


TRAIL CROSSING MEDIAN SECTION VIEW  
N/S



# FALLWATER DRIVE

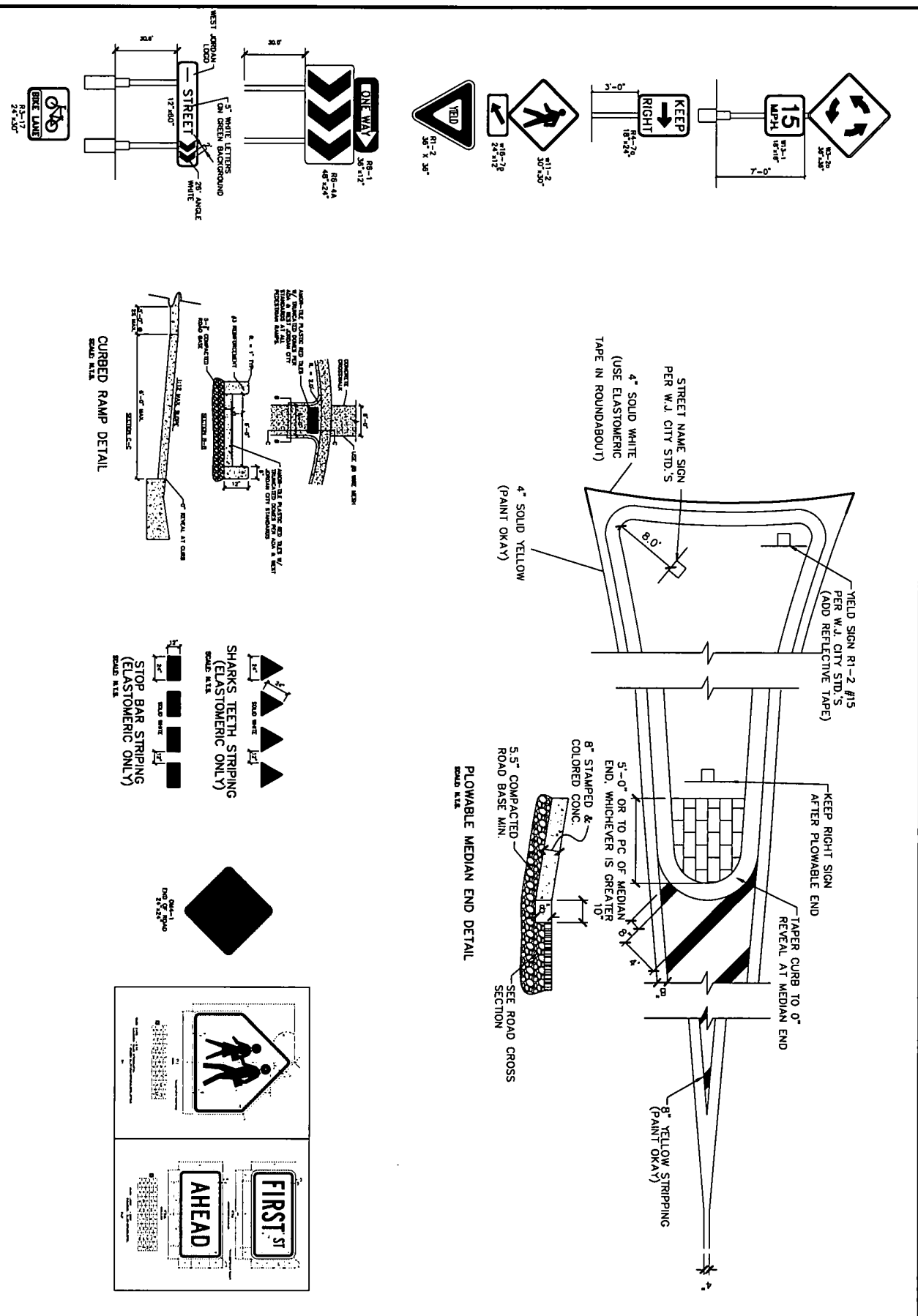
WEST JORDAN CITY  
DETAILS



REVISION	DATE	DESCRIPTION
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DETAILS

C8.3



# FALLWATER DRIVE

## WEST JORDAN CITY

### DETAILS

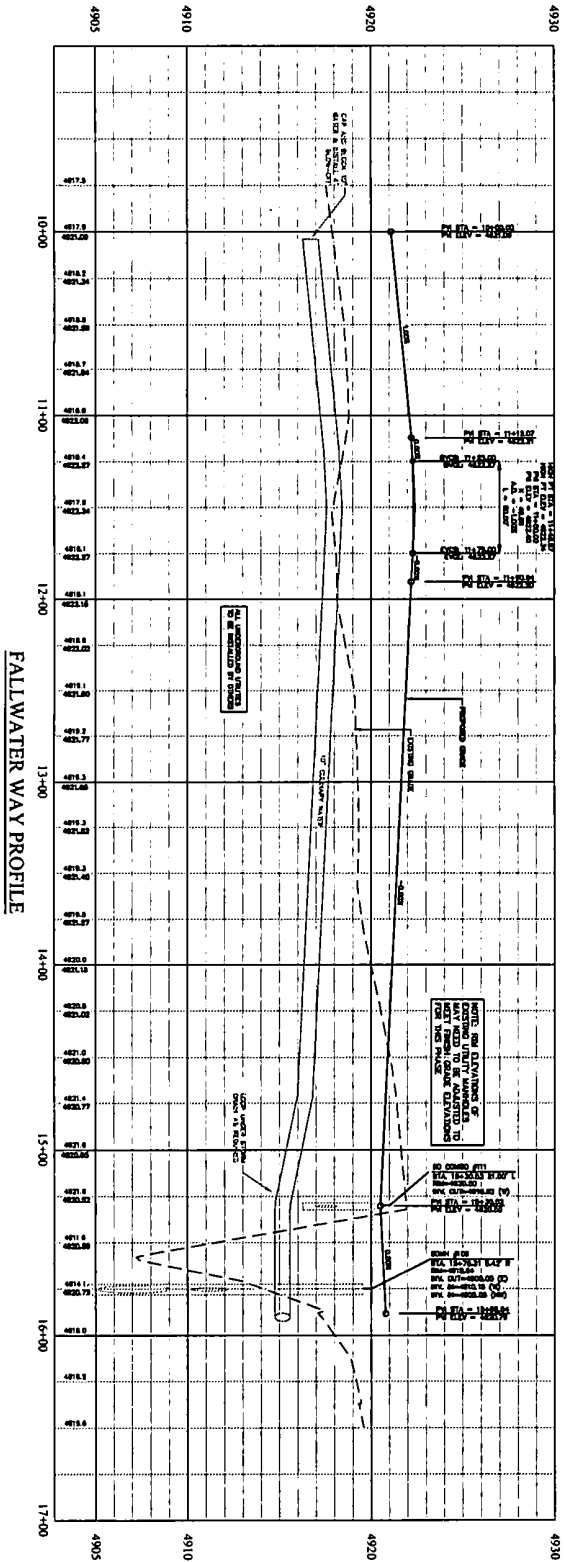
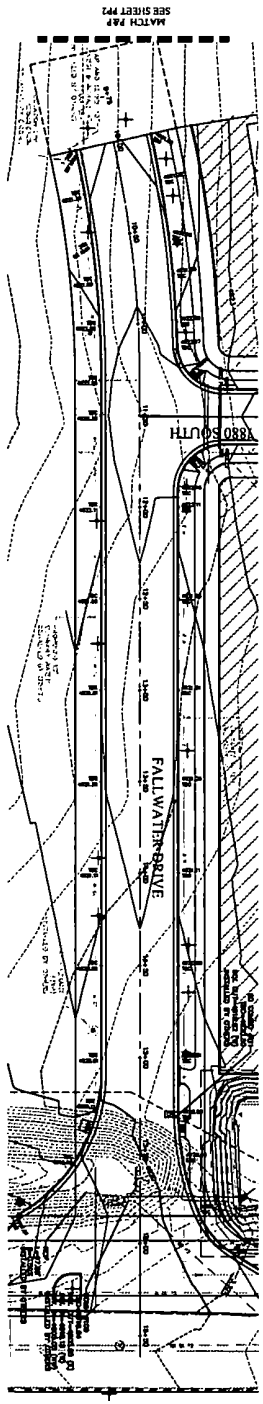
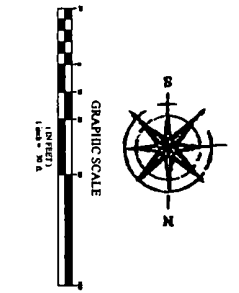
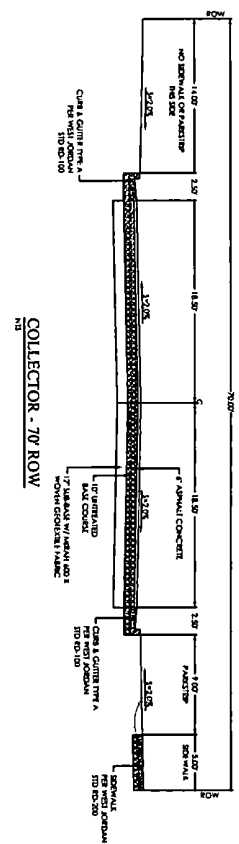


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NO.	DATE	DESCRIPTION

DATE	BY	SCALE

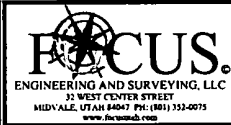
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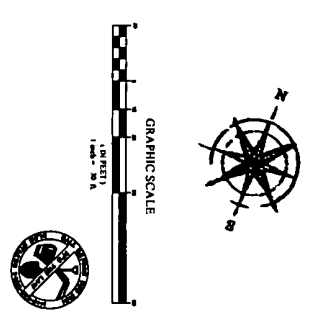
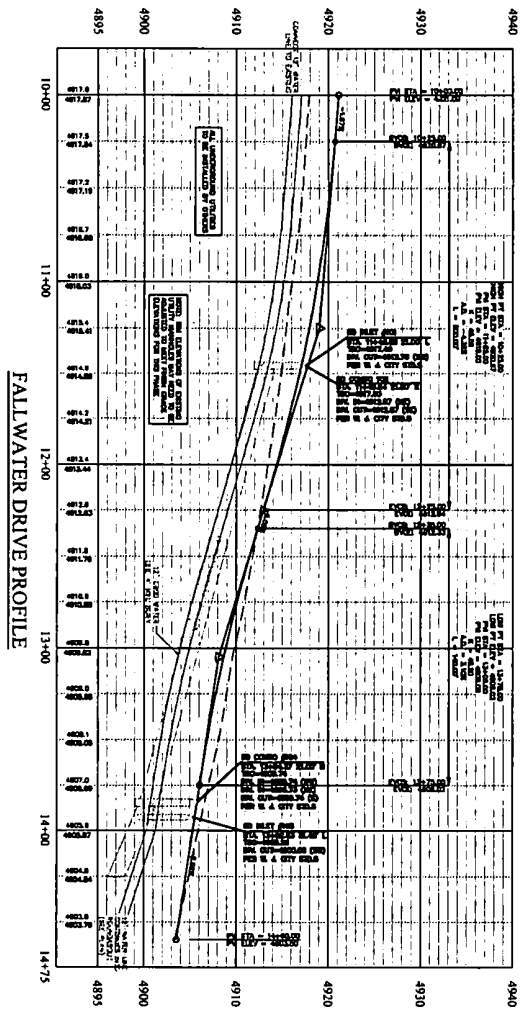
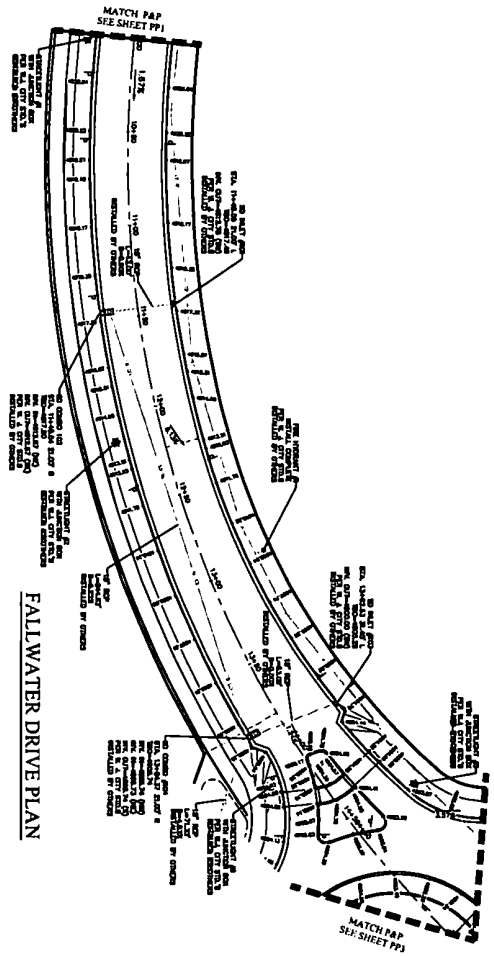


**FALLWATER DRIVE**  
WEST JORDAN CITY  
**FALLWATER DRIVE PH1**

REVISION BLOCK	
NO.	DATE
1	
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FALLWATER DRIVE PH1  
pp1





REVISION	DATE	DESCRIPTION

## FALLWATER DRIVE

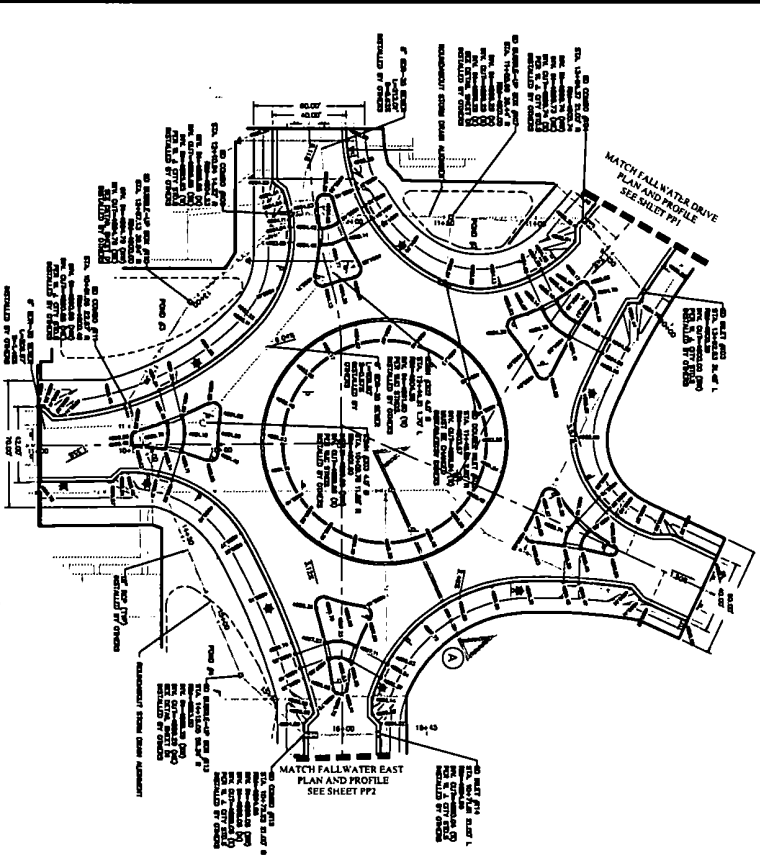
WEST JORDAN CITY

### FALLWATER DRIVE PH3 NORTH

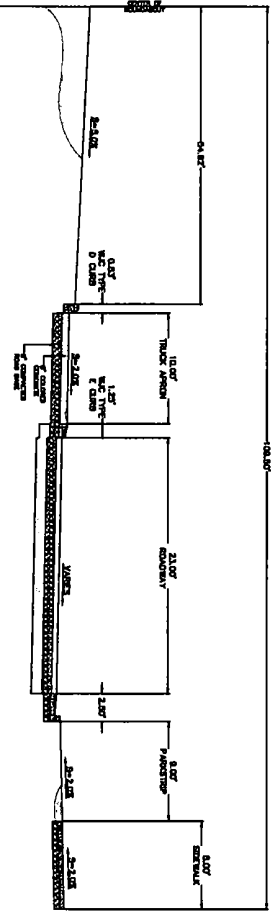
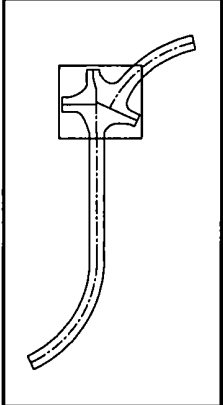
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MIDVALE, UTAH 84001 PLS: (801) 352-0075  
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E:\2014\10-18 Fallwater Drive\10-18-10\Drawings\PP3 - Fallwater Drive (Phase 3) (Imp).dwg

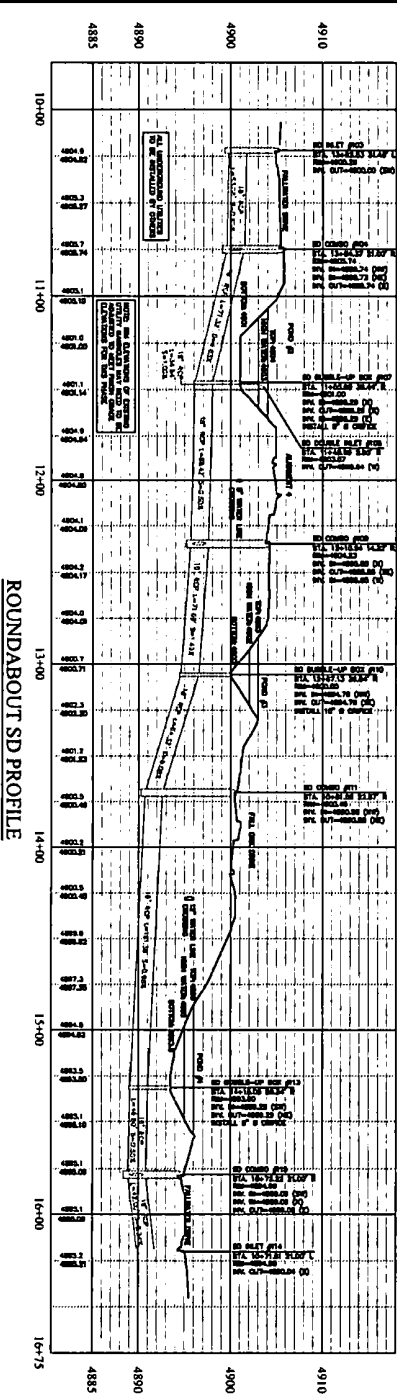




**ROUNDABOUT PLAN**



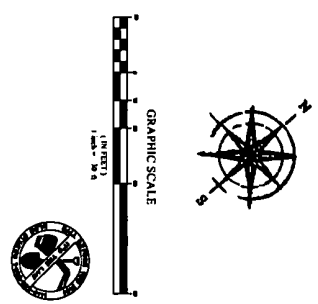
**ROUNDABOUT CROSS SECTION A**



**ROUNDABOUT SD PROFILE**

**NOTE**  
 1. PLACE ASPHALT FIRST.  
 2. PLACE CONCRETE SECOND - DOWEL THROUGH ASPHALT OR SAW CUT ASPHALT

SYMBOL	DESCRIPTION
(Symbol)	1" FINISH ASPHALT
(Symbol)	2" FINISH ASPHALT
(Symbol)	4" FINISH ASPHALT
(Symbol)	6" FINISH ASPHALT
(Symbol)	8" FINISH ASPHALT
(Symbol)	10" FINISH ASPHALT
(Symbol)	12" FINISH ASPHALT
(Symbol)	14" FINISH ASPHALT
(Symbol)	16" FINISH ASPHALT
(Symbol)	18" FINISH ASPHALT
(Symbol)	20" FINISH ASPHALT
(Symbol)	4" CONC
(Symbol)	8" CONC
(Symbol)	12" CONC
(Symbol)	16" CONC
(Symbol)	20" CONC
(Symbol)	4" CONC
(Symbol)	8" CONC
(Symbol)	12" CONC
(Symbol)	16" CONC
(Symbol)	20" CONC
(Symbol)	4" CONC
(Symbol)	8" CONC
(Symbol)	12" CONC
(Symbol)	16" CONC
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(Symbol)	16" CONC
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(Symbol)	12" CONC
(Symbol)	16" CONC
(Symbol)	20" CONC



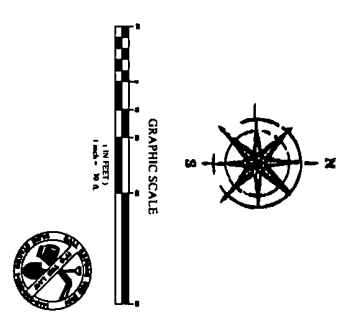
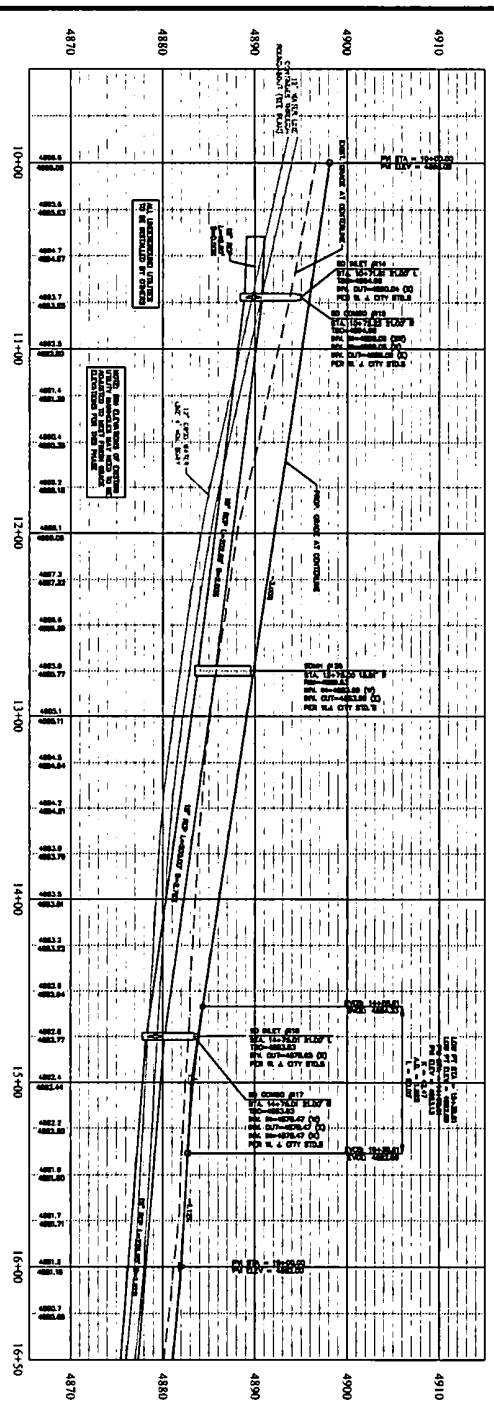
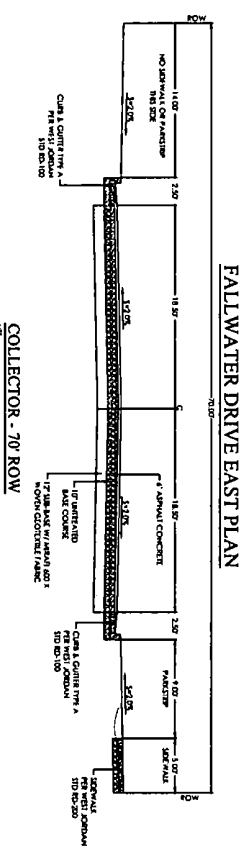
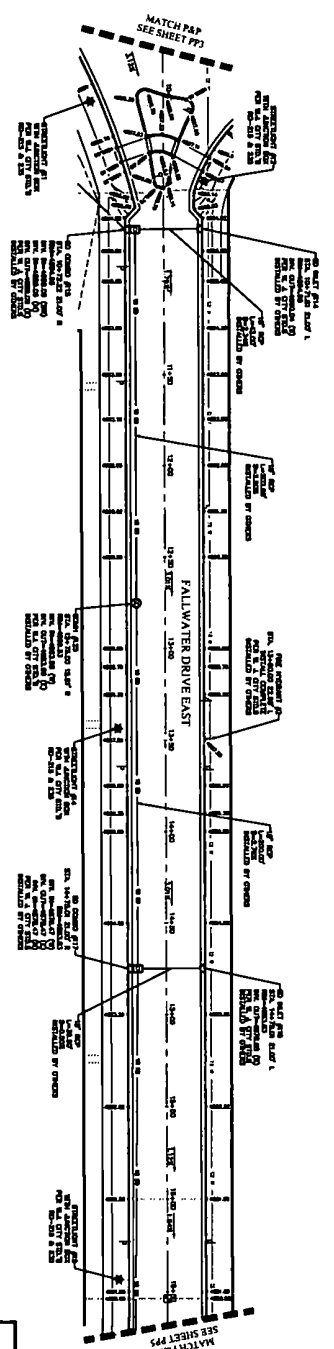
REVISION	DATE	DESCRIPTION

FALL WATER DRIVE PH3 ROUNDABOUT  
 PP3

**FALL WATER DRIVE**  
 WEST JORDAN CITY  
**FALL WATER DRIVE PH3 ROUNDABOUT**

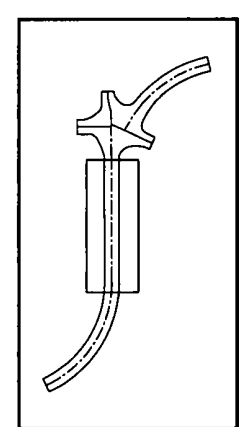


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[www.focusmch.com](http://www.focusmch.com)



LEGEND

	CENTERLINE
	12' CONCRETE CURB
	12' CONCRETE SIDEWALK
	12' CONCRETE CURB AND GUTTER
	12' CONCRETE CURB AND GUTTER WITH 12' CONCRETE SIDEWALK
	12' CONCRETE CURB AND GUTTER WITH 12' CONCRETE SIDEWALK AND 12' CONCRETE CURB
	12' CONCRETE CURB AND GUTTER WITH 12' CONCRETE SIDEWALK AND 12' CONCRETE CURB AND GUTTER
	12' CONCRETE CURB AND GUTTER WITH 12' CONCRETE SIDEWALK AND 12' CONCRETE CURB AND GUTTER AND 12' CONCRETE CURB
	12' CONCRETE CURB AND GUTTER WITH 12' CONCRETE SIDEWALK AND 12' CONCRETE CURB AND GUTTER AND 12' CONCRETE CURB AND GUTTER
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	12' CONCRETE CURB AND GUTTER WITH 12' CONCRETE SIDEWALK AND 12' CONCRETE CURB AND GUTTER AND 12' CONCRETE CURB AND GUTTER AND 12' CONCRETE CURB AND GUTTER AND 12' CONCRETE CURB



REVISION BLOCK

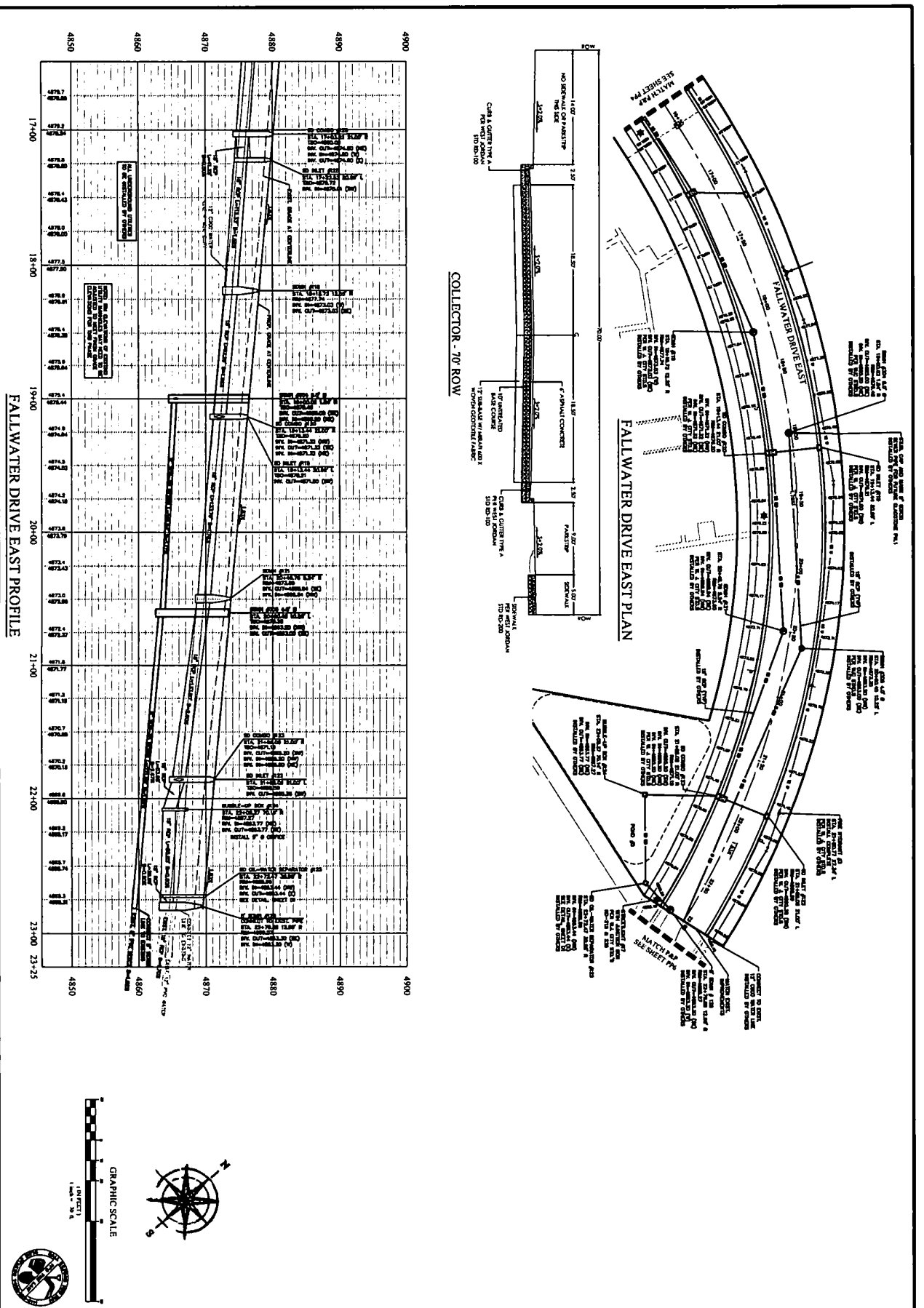
NO.	DATE	DESCRIPTION

**FALLWATER DRIVE**  
 WEST JORDAN CITY  
**FALLWATER DRIVE PH3 EAST**



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 MOHAVE VALLEY, UTAH 84302 TEL: (435) 733-1552-0075  
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Small text at the bottom left corner, likely a file path or project reference.



REVISION	DATE	DESCRIPTION

# FALLWATER DRIVE

WEST JORDAN CITY  
FALLWATER DRIVE PH3 SOUTH

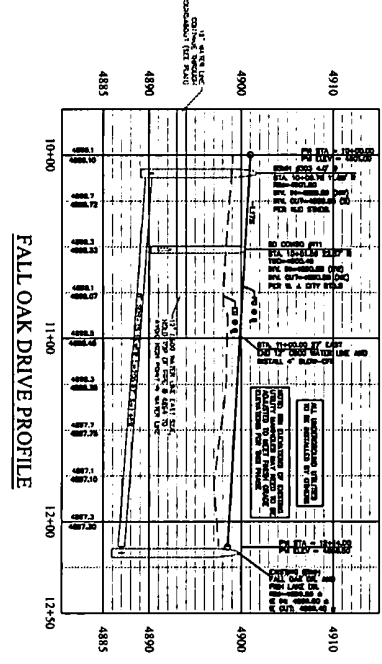
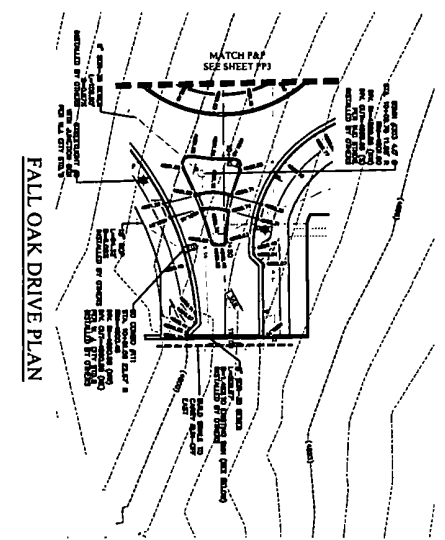


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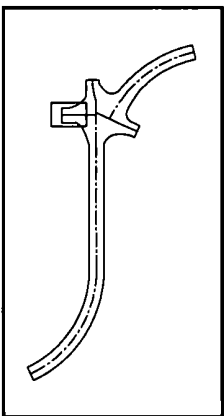
32 WEST CENTER STREET  
MIDVALE, UT 84047 TEL: (801) 352-0075  
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FALLWATER DRIVE PH3 SOUTH  
PP5





- LEGEND**
- PROPOSED PAVEMENT
  - EXISTING PAVEMENT
  - PROPOSED CURB
  - EXISTING CURB
  - PROPOSED DRAINAGE
  - EXISTING DRAINAGE
  - PROPOSED SIDEWALK
  - EXISTING SIDEWALK
  - PROPOSED UTILITY
  - EXISTING UTILITY
  - PROPOSED TREE
  - EXISTING TREE
  - PROPOSED ROCK
  - EXISTING ROCK
  - PROPOSED GRAVEL
  - EXISTING GRAVEL
  - PROPOSED SAND
  - EXISTING SAND
  - PROPOSED ASPHALT
  - EXISTING ASPHALT
  - PROPOSED CONCRETE
  - EXISTING CONCRETE
  - PROPOSED BRICK
  - EXISTING BRICK
  - PROPOSED TILE
  - EXISTING TILE
  - PROPOSED PLASTER
  - EXISTING PLASTER
  - PROPOSED STUCCO
  - EXISTING STUCCO
  - PROPOSED PAINT
  - EXISTING PAINT
  - PROPOSED SIGN
  - EXISTING SIGN
  - PROPOSED LIGHT
  - EXISTING LIGHT
  - PROPOSED FENCE
  - EXISTING FENCE
  - PROPOSED GATE
  - EXISTING GATE
  - PROPOSED WALK
  - EXISTING WALK
  - PROPOSED RAMP
  - EXISTING RAMP
  - PROPOSED DRIVE
  - EXISTING DRIVE
  - PROPOSED WALKWAY
  - EXISTING WALKWAY
  - PROPOSED BIKEWAY
  - EXISTING BIKEWAY
  - PROPOSED TRAIL
  - EXISTING TRAIL
  - PROPOSED BRIDGE
  - EXISTING BRIDGE
  - PROPOSED TUNNEL
  - EXISTING TUNNEL
  - PROPOSED UNDERPASS
  - EXISTING UNDERPASS
  - PROPOSED OVERPASS
  - EXISTING OVERPASS
  - PROPOSED VIADUCT
  - EXISTING VIADUCT
  - PROPOSED CULVERT
  - EXISTING CULVERT
  - PROPOSED BOX
  - EXISTING BOX
  - PROPOSED ARCH
  - EXISTING ARCH
  - PROPOSED BARREL
  - EXISTING BARREL
  - PROPOSED BUTTRESS
  - EXISTING BUTTRESS
  - PROPOSED SCREW
  - EXISTING SCREW
  - PROPOSED CAST
  - EXISTING CAST
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  - EXISTING IN
  - PROPOSED OUT
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  - PROPOSED UP
  - EXISTING UP
  - PROPOSED DOWN
  - EXISTING DOWN
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  - PROPOSED S
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  - EXISTING W
  - PROPOSED E
  - EXISTING E
  - PROPOSED N
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  - EXISTING MERGE
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  - EXISTING FLOW
  - PROPOSED STOP
  - EXISTING STOP
  - PROPOSED YIELD
  - EXISTING YIELD
  - PROPOSED NO
  - EXISTING NO
  - PROPOSED ONE
  - EXISTING ONE
  - PROPOSED TWO
  - EXISTING TWO
  - PROPOSED THREE
  - EXISTING THREE
  - PROPOSED FOUR
  - EXISTING FOUR
  - PROPOSED FIVE
  - EXISTING FIVE
  - PROPOSED SIX
  - EXISTING SIX
  - PROPOSED SEVEN
  - EXISTING SEVEN
  - PROPOSED EIGHT
  - EXISTING EIGHT
  - PROPOSED NINE
  - EXISTING NINE
  - PROPOSED TEN
  - EXISTING TEN



**GRAPHIC SCALE**

1" = 40' (HORIZONTAL)  
1" = 20' (VERTICAL)

**REVISION**

NO.	DATE	DESCRIPTION

**FALL OAK DRIVE**

PP7

**FALLWATER DRIVE**  
WEST JORDAN CITY  
**FALL OAK DRIVE**



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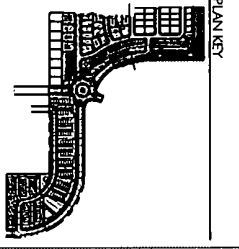
**STB DESIGN**  
 PLANNING & LAND PLANNING  
 10703 BIRCHWOOD DRIVE, SUITE 300  
 WEST JORDAN, UT 84088  
 PH: 801.478.4000  
 WWW.STBD.com  
 SCOTT@STBD.COM

**DATE:** 01.15.2024  
**NO. DESCRIPTION:** DATE

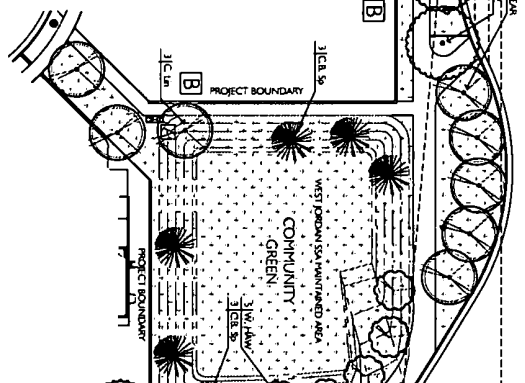
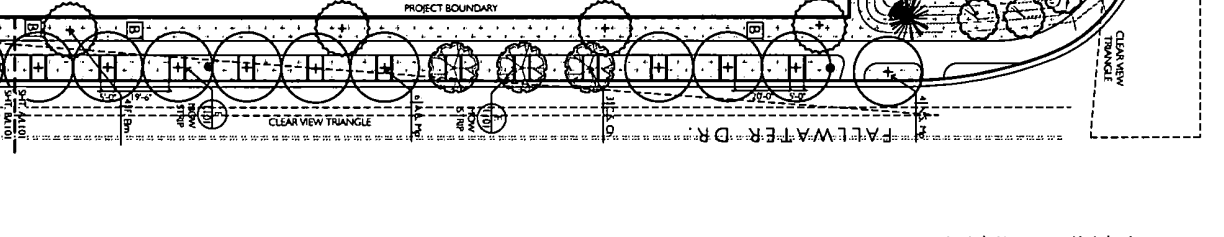
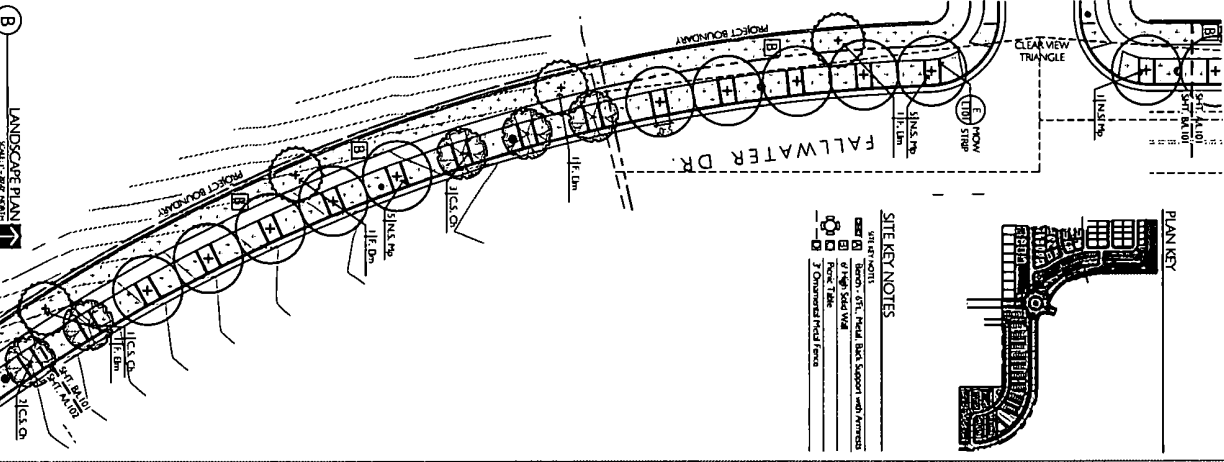
This drawing is an amendment to drawing BK 10703-01 (Landscape Plan) and shall be used in conjunction with drawing BK 10703-02 (Site Plan) and drawing BK 10703-03 (Traffic Study).

**FINAL SITE PLAN**  
**LANDSCAPE PLAN**  
**L101**

**ADDENBROOK AT THE HIGHLANDS FALLWATER DRIVE IMPROVEMENTS**  
 WEST JORDAN, UTAH

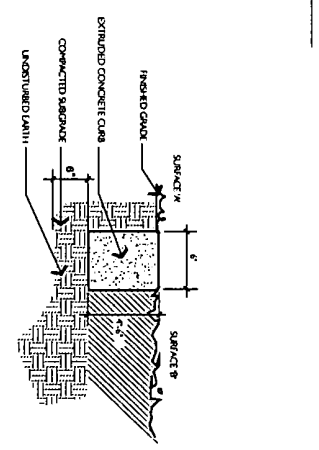
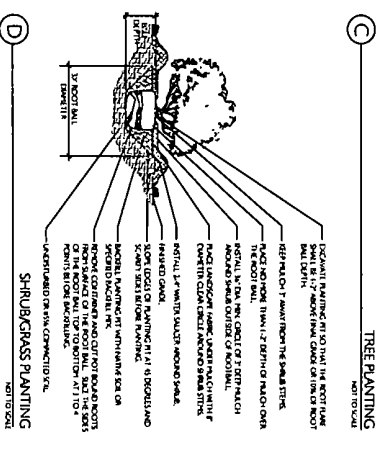
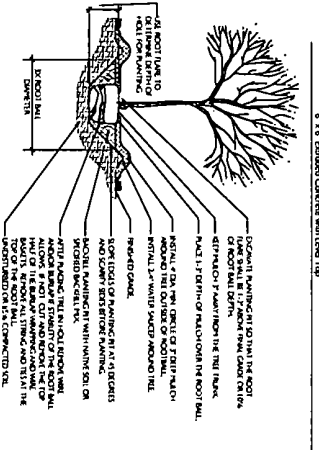


- SITE KEY NOTES**
- UTILITY VAULTS
  - 5' HIGH SIDEWALK
  - KNEE WALL
  - 3' COMMERCIAL METAL FENCE

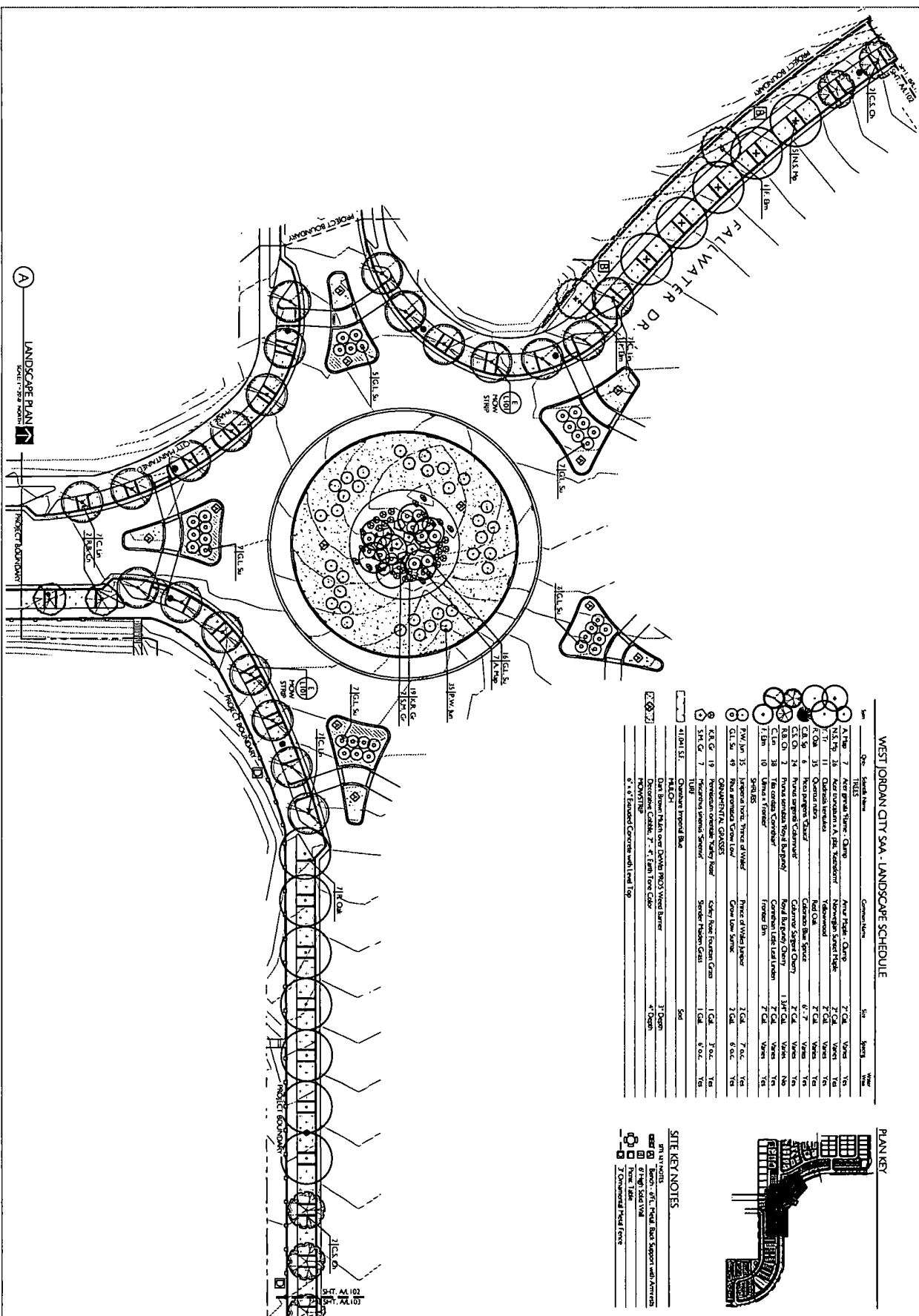


**WEST JORDAN CITY SVA - LANDSCAPE SCHEDULE**

ID	Plant Name	Quantity	Size	Spacing	Notes
1	FALLWATER	7	2' x 2'	Varies	Yes
2	FALLWATER	7	2' x 2'	Varies	Yes
3	FALLWATER	7	2' x 2'	Varies	Yes
4	FALLWATER	7	2' x 2'	Varies	Yes
5	FALLWATER	7	2' x 2'	Varies	Yes
6	FALLWATER	7	2' x 2'	Varies	Yes
7	FALLWATER	7	2' x 2'	Varies	Yes
8	FALLWATER	7	2' x 2'	Varies	Yes
9	FALLWATER	7	2' x 2'	Varies	Yes
10	FALLWATER	7	2' x 2'	Varies	Yes
11	FALLWATER	7	2' x 2'	Varies	Yes
12	FALLWATER	7	2' x 2'	Varies	Yes
13	FALLWATER	7	2' x 2'	Varies	Yes
14	FALLWATER	7	2' x 2'	Varies	Yes
15	FALLWATER	7	2' x 2'	Varies	Yes
16	FALLWATER	7	2' x 2'	Varies	Yes
17	FALLWATER	7	2' x 2'	Varies	Yes
18	FALLWATER	7	2' x 2'	Varies	Yes
19	FALLWATER	7	2' x 2'	Varies	Yes
20	FALLWATER	7	2' x 2'	Varies	Yes
21	FALLWATER	7	2' x 2'	Varies	Yes
22	FALLWATER	7	2' x 2'	Varies	Yes
23	FALLWATER	7	2' x 2'	Varies	Yes
24	FALLWATER	7	2' x 2'	Varies	Yes
25	FALLWATER	7	2' x 2'	Varies	Yes
26	FALLWATER	7	2' x 2'	Varies	Yes
27	FALLWATER	7	2' x 2'	Varies	Yes
28	FALLWATER	7	2' x 2'	Varies	Yes
29	FALLWATER	7	2' x 2'	Varies	Yes
30	FALLWATER	7	2' x 2'	Varies	Yes
31	FALLWATER	7	2' x 2'	Varies	Yes
32	FALLWATER	7	2' x 2'	Varies	Yes
33	FALLWATER	7	2' x 2'	Varies	Yes
34	FALLWATER	7	2' x 2'	Varies	Yes
35	FALLWATER	7	2' x 2'	Varies	Yes
36	FALLWATER	7	2' x 2'	Varies	Yes
37	FALLWATER	7	2' x 2'	Varies	Yes
38	FALLWATER	7	2' x 2'	Varies	Yes
39	FALLWATER	7	2' x 2'	Varies	Yes
40	FALLWATER	7	2' x 2'	Varies	Yes
41	FALLWATER	7	2' x 2'	Varies	Yes
42	FALLWATER	7	2' x 2'	Varies	Yes
43	FALLWATER	7	2' x 2'	Varies	Yes
44	FALLWATER	7	2' x 2'	Varies	Yes
45	FALLWATER	7	2' x 2'	Varies	Yes
46	FALLWATER	7	2' x 2'	Varies	Yes
47	FALLWATER	7	2' x 2'	Varies	Yes
48	FALLWATER	7	2' x 2'	Varies	Yes
49	FALLWATER	7	2' x 2'	Varies	Yes
50	FALLWATER	7	2' x 2'	Varies	Yes

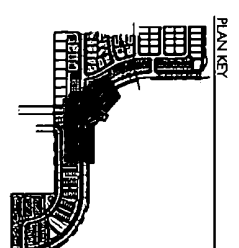


**LANDSCAPE PLAN**  
 SCALE: 1" = 20'-0" HORIZ.  
 SCALE: 1" = 2'-0" VERT.



WEST JORDAN CITY SAA - LANDSCAPE SCHEDULE

Item	Qty	Species Name	Common Name	Size	Height	Water
1	1	Amelanchier	Amelanchier	7' Cd	When	Yes
2	1	Amelanchier	Amelanchier	7' Cd	When	Yes
3	1	Amelanchier	Amelanchier	7' Cd	When	Yes
4	1	Amelanchier	Amelanchier	7' Cd	When	Yes
5	1	Amelanchier	Amelanchier	7' Cd	When	Yes
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7	1	Amelanchier	Amelanchier	7' Cd	When	Yes
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12	1	Amelanchier	Amelanchier	7' Cd	When	Yes
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14	1	Amelanchier	Amelanchier	7' Cd	When	Yes
15	1	Amelanchier	Amelanchier	7' Cd	When	Yes
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17	1	Amelanchier	Amelanchier	7' Cd	When	Yes
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27	1	Amelanchier	Amelanchier	7' Cd	When	Yes
28	1	Amelanchier	Amelanchier	7' Cd	When	Yes
29	1	Amelanchier	Amelanchier	7' Cd	When	Yes
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96	1	Amelanchier	Amelanchier	7' Cd	When	Yes
97	1	Amelanchier	Amelanchier	7' Cd	When	Yes
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99	1	Amelanchier	Amelanchier	7' Cd	When	Yes
100	1	Amelanchier	Amelanchier	7' Cd	When	Yes



**SITE KEY NOTES**

- 1. 3" Diameter Metal Post
- 2. 4" Diameter Metal Post
- 3. 6" Diameter Metal Post
- 4. 8" Diameter Metal Post
- 5. 10" Diameter Metal Post
- 6. 12" Diameter Metal Post
- 7. 14" Diameter Metal Post
- 8. 16" Diameter Metal Post
- 9. 18" Diameter Metal Post
- 10. 20" Diameter Metal Post
- 11. 22" Diameter Metal Post
- 12. 24" Diameter Metal Post
- 13. 26" Diameter Metal Post
- 14. 28" Diameter Metal Post
- 15. 30" Diameter Metal Post
- 16. 32" Diameter Metal Post
- 17. 34" Diameter Metal Post
- 18. 36" Diameter Metal Post
- 19. 38" Diameter Metal Post
- 20. 40" Diameter Metal Post
- 21. 42" Diameter Metal Post
- 22. 44" Diameter Metal Post
- 23. 46" Diameter Metal Post
- 24. 48" Diameter Metal Post
- 25. 50" Diameter Metal Post
- 26. 52" Diameter Metal Post
- 27. 54" Diameter Metal Post
- 28. 56" Diameter Metal Post
- 29. 58" Diameter Metal Post
- 30. 60" Diameter Metal Post
- 31. 62" Diameter Metal Post
- 32. 64" Diameter Metal Post
- 33. 66" Diameter Metal Post
- 34. 68" Diameter Metal Post
- 35. 70" Diameter Metal Post
- 36. 72" Diameter Metal Post
- 37. 74" Diameter Metal Post
- 38. 76" Diameter Metal Post
- 39. 78" Diameter Metal Post
- 40. 80" Diameter Metal Post
- 41. 82" Diameter Metal Post
- 42. 84" Diameter Metal Post
- 43. 86" Diameter Metal Post
- 44. 88" Diameter Metal Post
- 45. 90" Diameter Metal Post
- 46. 92" Diameter Metal Post
- 47. 94" Diameter Metal Post
- 48. 96" Diameter Metal Post
- 49. 98" Diameter Metal Post
- 50. 100" Diameter Metal Post

**STB DESIGN**

LANDSCAPE ARCHITECTURE & LAND PLANNING

1000 S. GARDEN CITY BLVD. SUITE 100  
SALT LAKE CITY, UTAH 84143  
TEL: 313.222.2222 FAX: 313.222.2222  
WWW.STBDESIGN.COM

DATE: 08/11/2011

BY: [Signature]

PROJECT: ADDENBROOK AT THE HIGHLANDS  
FALLWATER DRIVE IMPROVEMENTS  
WEST JORDAN, UTAH

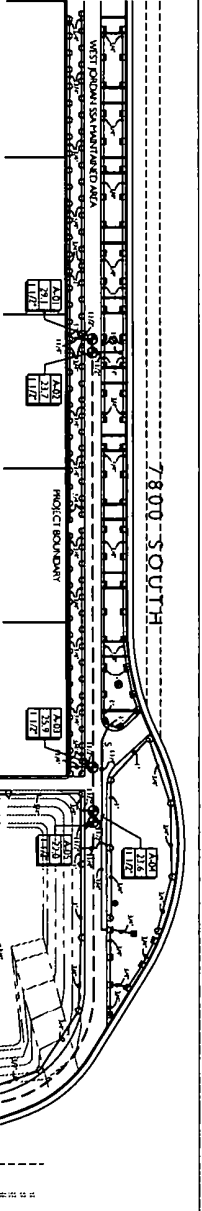
FINAL SITE PLAN

LANDSCAPE PLAN

L102







**IRRIGATION SCHEDULE**

WELL	GPM	RADIUS
7/50	0.15	5.0
7/51	0.15	5.0
7/52	0.15	5.0
7/53	0.15	5.0
7/54	0.15	5.0
7/55	0.15	5.0
7/56	0.15	5.0
7/57	0.15	5.0
7/58	0.15	5.0
7/59	0.15	5.0
7/60	0.15	5.0
7/61	0.15	5.0
7/62	0.15	5.0
7/63	0.15	5.0
7/64	0.15	5.0
7/65	0.15	5.0
7/66	0.15	5.0
7/67	0.15	5.0
7/68	0.15	5.0
7/69	0.15	5.0
7/70	0.15	5.0
7/71	0.15	5.0
7/72	0.15	5.0
7/73	0.15	5.0
7/74	0.15	5.0
7/75	0.15	5.0
7/76	0.15	5.0
7/77	0.15	5.0
7/78	0.15	5.0
7/79	0.15	5.0
7/80	0.15	5.0
7/81	0.15	5.0
7/82	0.15	5.0
7/83	0.15	5.0
7/84	0.15	5.0
7/85	0.15	5.0
7/86	0.15	5.0
7/87	0.15	5.0
7/88	0.15	5.0
7/89	0.15	5.0
7/90	0.15	5.0
7/91	0.15	5.0
7/92	0.15	5.0
7/93	0.15	5.0
7/94	0.15	5.0
7/95	0.15	5.0
7/96	0.15	5.0
7/97	0.15	5.0
7/98	0.15	5.0
7/99	0.15	5.0
7/100	0.15	5.0

NOTE: 1. THE CONSTRUCTION RESPONSIBILITY FOR THE CONCRETE PIPE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST JORDAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST JORDAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST JORDAN.

2. POWER ON/ISS. CONTROL ON NUMBER IS STATION TOTAL MINUS PIPE ON/ISS. CONTROL ON NUMBER TO OADR STATION'S PERMANENT CYCLE.

**IRRIGATION/AUDIT**

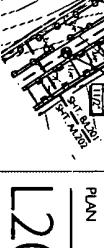
FOLLOWING CONSTRUCTION AND PRIOR TO ISSUING CITY OWNERSHIP OF IRRIGATION SYSTEM, CONTRACTOR SHALL VERIFY IRRIGATION/AUDIT PLAN WHO IS APPROVED BY THE CITY. THE AUDITOR SHALL BE INDENTIFIED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR VERIFYING THE CONSTRUCTION OF ALL IRRIGATION SYSTEM COMPONENTS AND THE COMPLETION WITH THE IRRIGATION STANDARDS REQUIRED BY CITY ORDINANCE. THE AUDIT SHALL BE CONDUCTED IN ACCORDANCE WITH THE IRRIGATION/AUDIT PLAN. THE AUDIT SHALL BE CONDUCTED IN ACCORDANCE WITH THE IRRIGATION/AUDIT PLAN. THE AUDIT SHALL BE CONDUCTED IN ACCORDANCE WITH THE IRRIGATION/AUDIT PLAN.

**IRRIGATION PIPE SIZING SCHEDULE**

PIPE SIZE	MIN. COVER	MIN. BURIAL	MIN. DEPTH
1.5" NPT	18"	18"	24"
2" NPT	24"	24"	30"
3" NPT	30"	30"	36"
4" NPT	36"	36"	42"
6" NPT	42"	42"	48"
8" NPT	48"	48"	54"
10" NPT	54"	54"	60"
12" NPT	60"	60"	66"
15" NPT	66"	66"	72"
18" NPT	72"	72"	78"
24" NPT	78"	78"	84"
30" NPT	84"	84"	90"

**IRRIGATION CONTROL WIRE PIPE SIZING SCHEDULE**

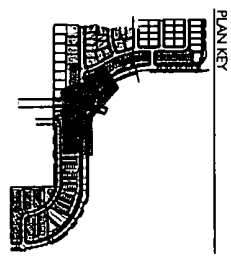
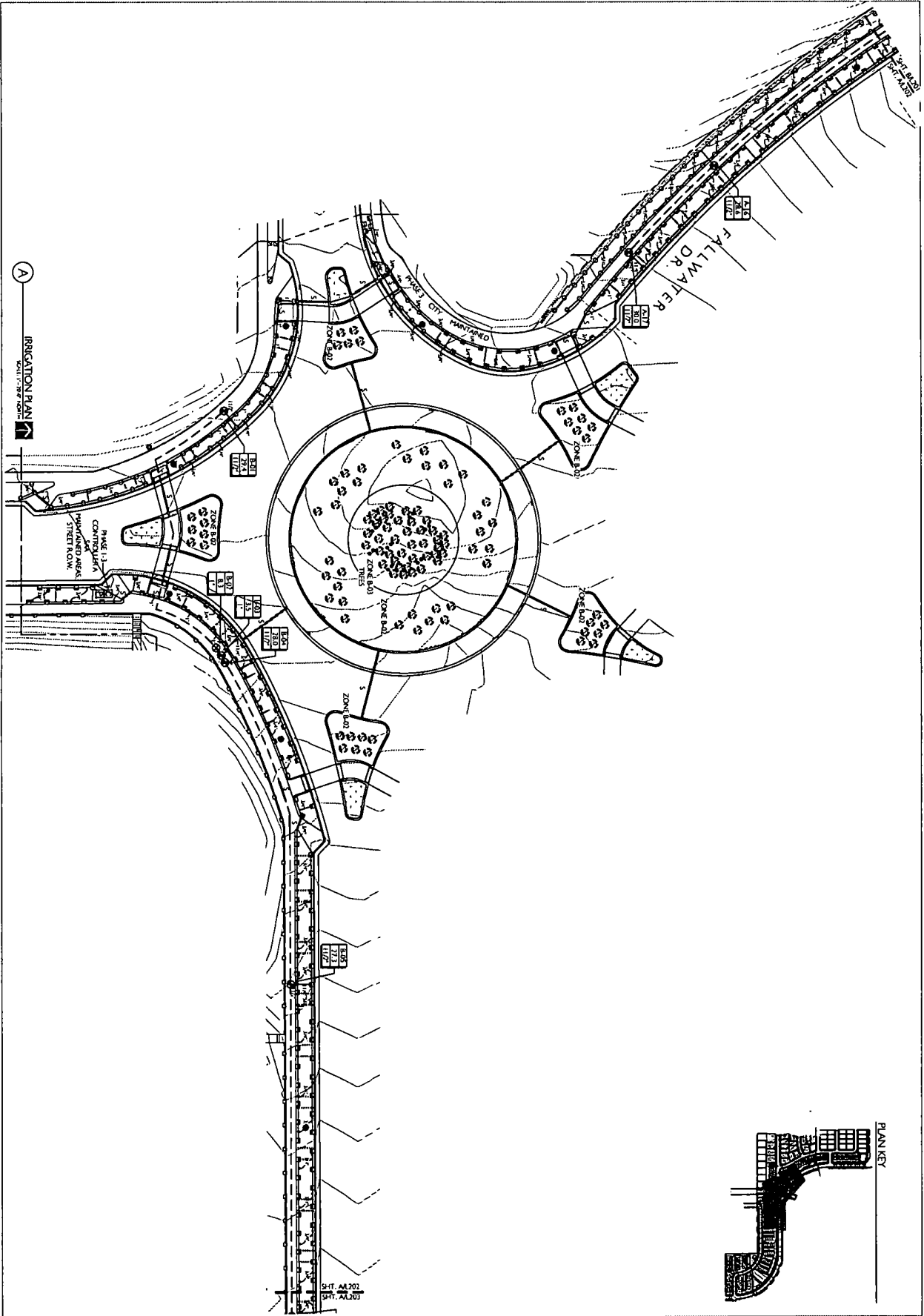
NUMBER OF WIRES	MIN. COVER
1-4	18"
5-7	24"
8-11	30"
12-22	36"
23-31	42"
32-38	48"



IRRIGATION PLAN

IRRIGATION PLAN

IRRIGATION PLAN



**L202**  
 IRRIGATION PLAN  
 FINAL SITE PLAN  
**ADDENBROOK AT THE HIGHLANDS FALLWATER DRIVE IMPROVEMENTS**  
 WEST JORDAN, UTAH

DESCRIPTION	DATE
1. REV. DESCRIPTION: SHIT	01.11.2019

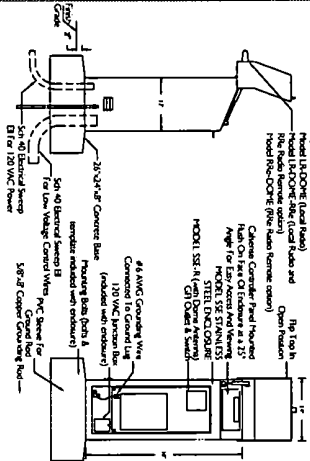


PROPOSED BUSINESS CENTER  
 5417 EAST CITY, UTAH 84110  
 SCOTT TRICKETT LANDSCAPE ARCHITECTURE  
 1000 S. 1000 E. SUITE 100  
 WEST JORDAN, UTAH 84114  
 (801) 438-1111  
 WWW.STLARCH.COM

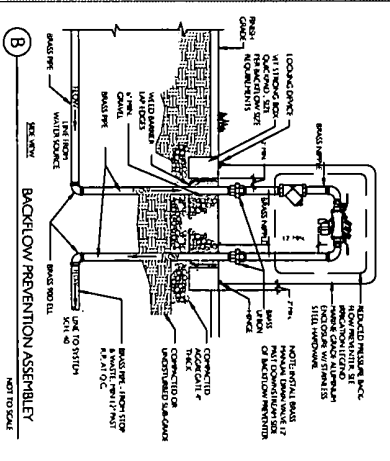
**STB**  
 DESIGN  
 LANDSCAPE ARCHITECTURE  
 & LANDSCAPE PLANNING



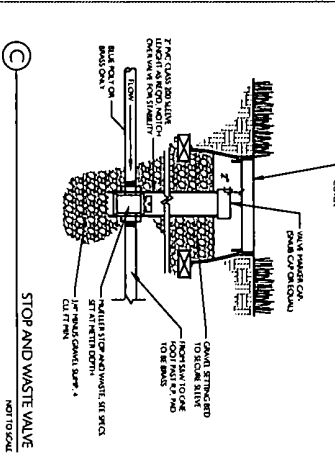
Refer to page 1 for component locations in floor plan of controller. Dimensions are provided for the most detail.



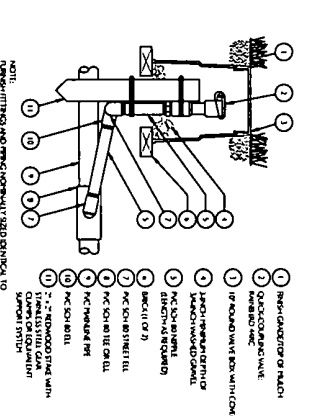
**A** CONTROLLER ENCLOSURE  
NOT TO SCALE



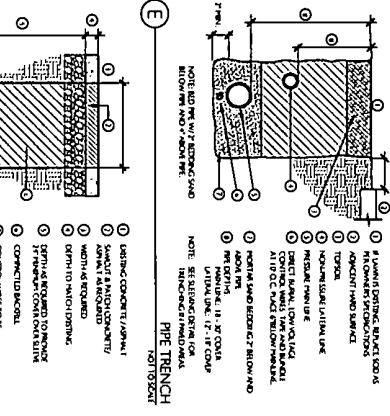
**B** BACKFLOW PREVENTION ASSEMBLY  
NOT TO SCALE



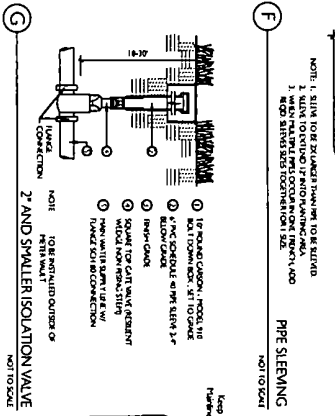
**C** STOP AND WASTE VALVE  
NOT TO SCALE



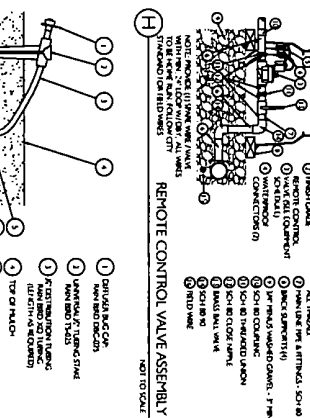
**D** QUICK COUPLER VALVE  
NOT TO SCALE



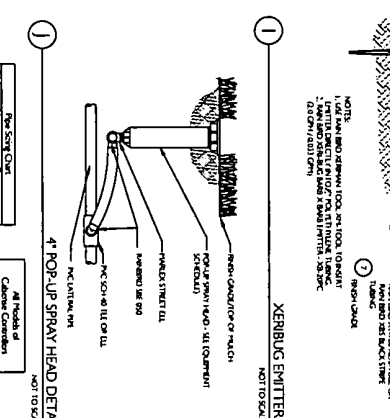
**E** PIPE TRENCH  
NOT TO SCALE



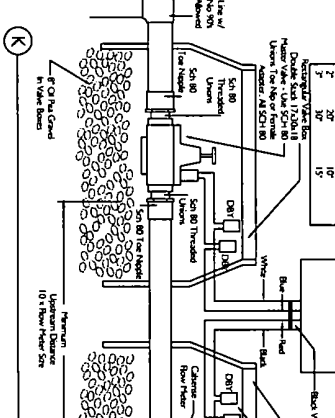
**F** PIPE SLEEVING  
NOT TO SCALE



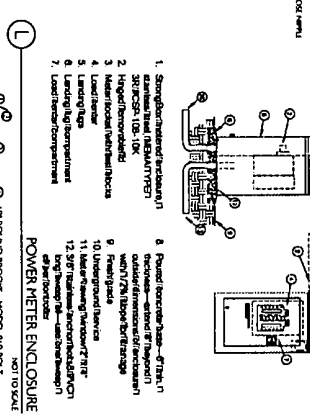
**G** REMOTE CONTROL VALVE ASSEMBLY  
NOT TO SCALE



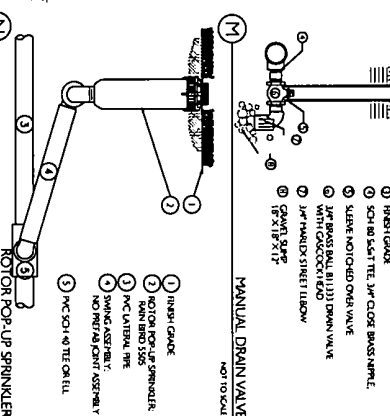
**H** XERBUG EMITTER  
NOT TO SCALE



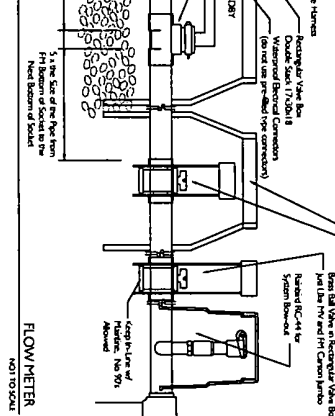
**I** 4\"/>



**J** MANUAL DRAIN VALVE  
NOT TO SCALE



**K** ROTOR POP UP SPRINKLER  
NOT TO SCALE



**L** FLOWMETER  
NOT TO SCALE

**STB**  
DESIGN  
LANDSCAPE ARCHITECTURE  
& LAND PLANNING

10100 N. BUSINESS CENTER  
AVENUE, SUITE 100, LINDSAY,  
UTAH 84042  
PHONE: 435.534.4144  
FAX: 435.534.4144  
WWW.STBDESIGN.COM

ADDENBROOK AT THE HIGHLANDS  
FALLWATER DRIVE IMPROVEMENTS  
WEST JORDAN, UTAH

FINAL  
SITE PLAN  
IRRIGATION  
DETAILS

**L203**

IRRIGATION SPECIFICATIONS

PART I: GENERAL

- 1.1) **STAFFING:**  
Work to be done includes all labor, materials, equipment and services required to complete the project. Irrigation system as indicated on the Construction Documents and approved plans. Products shall be selected to meet the design and approved by the Engineer. Products shall be selected to meet the design and approved by the Engineer. All materials and equipment shall be of the highest quality and shall be suitable for the intended use. All materials and equipment shall be of the highest quality and shall be suitable for the intended use.
- 1.2) **SCOPE DESCRIPTION:**  
A. Contractor shall provide all labor, materials, equipment and services required to complete the project. Irrigation system as indicated on the Construction Documents and approved plans. Products shall be selected to meet the design and approved by the Engineer. All materials and equipment shall be of the highest quality and shall be suitable for the intended use.
- 1.3) **DEFINITIONS:**  
A. Water Supply: Gravity flow and components, furnished and installed by the Owner. The Contractor shall be responsible for the design and installation of the irrigation system. B. Irrigation System: The system as shown on the Construction Documents and approved plans. C. Construction Documents: All drawings, specifications, and notes prepared by the Engineer and approved by the Owner. D. Construction Documents: All drawings, specifications, and notes prepared by the Engineer and approved by the Owner.

PART II: QUALITY ASSURANCE

- 1.4) **QUALITY ASSURANCE:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.5) **QUALITY ASSURANCE:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.6) **QUALITY ASSURANCE:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.

PART III: CONTROLS

- 1.7) **CONTROLS:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.8) **CONTROLS:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.9) **CONTROLS:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.

PART IV: MATERIALS

- 1.10) **MATERIALS:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.11) **MATERIALS:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.12) **MATERIALS:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.

PART V: INSTALLATION

- 1.13) **INSTALLATION:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.14) **INSTALLATION:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.15) **INSTALLATION:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.

PART VI: TESTING

- 1.16) **TESTING:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.17) **TESTING:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.
- 1.18) **TESTING:**  
A. The Contractor shall be responsible for the quality of the work. B. The Contractor shall be responsible for the quality of the work. C. The Contractor shall be responsible for the quality of the work. D. The Contractor shall be responsible for the quality of the work.

DESIGN LANSING ARCHITECTS & ENGINEERS 1000 EAST 10TH AVENUE SUITE 100 DENVER, CO 80202 (303) 733-1111

1401 IRRIGATION SPECIFICATIONS

ADDENBROOK AT THE HIGHLANDS FALLWATER DRIVE IMPROVEMENTS WEST JORDAN, UTAH

FINAL SITE PLAN

BK 10703 PG 3007

**PUBLIC NOTICE**

**Advertisement of Bid**

The City of West Jordan Utah is seeking bids for a contractor to furnish all equipment, labor, materials, and appurtenances for the Fallwater Drive Project, RD 18-15.

The engineer's estimate for this project is \$2,561,659.00.

Sealed bids will be received by the City of West Jordan, City Clerk/Recorder's Office, 8000 South Redwood Road, West Jordan, Utah 84088 until Thursday, July 26 at 2:00 P.M., at which time they shall be publicly opened and read aloud. Bids shall be deemed received when they are in the physical possession of the City Clerk/Recorder or designee.

Bids, modifications, or corrections will not be accepted if they are not timely received by the City Clerk/Recorder's Office, regardless of the cause, whether or not by action or inaction of the City, including but not limited to delayed, lost, undelivered or misdirected mail. Facsimile or email transmitted bids will not be accepted.

Questions regarding the project can be directed to David Murphy, 801-569-5074.

Bid documents, plans, and specifications may be obtained via email beginning 07/02/18 from Paul Wellington, Purchasing Agent, [paulwe@wjordan.com](mailto:paulwe@wjordan.com). When emailing Paul to request quote documents please include your full name, company name, address, phone and fax number.

ADDENDUM NO. 1 Date: July 19, 2018  
TO THE CONTRACT DOCUMENTS  
for the construction of  
2018 Fall Water Drive  
Project No. RD-18-15

**To All Planholders and/or Prospective Bidders:**

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the 2018 Fall Water Drive Project, Project No. RD-18-15 dated July 2018 as fully and completely as if the same were fully set forth therein:

**A. PART 1, BIDDING REQUIREMENTS**

1. Change Quantity of Item No. 12 of the Bid Schedule as shown on the attached sheet. (4,950 Tons).
2. Change Description of Item No. 16 of the Bid Schedule as shown on the attached sheet. (Type D).
3. Change Description of Item No. 17 of the Bid Schedule as shown on the attached sheet. (Type E).
4. Change Quantity of Item No. 17 of the Bid Schedule as shown on the attached sheet. (1,216 Lineal Feet).
5. Remove Item No. 18 from the Bid Schedule as shown on the attached sheet.
6. Remove Item No. 28 from the Bid Schedule as shown on the attached sheet.

**B. PART 2, CONTRACT FORMS**

1. None

**C. PART 3, CONDITIONS OF THE CONTRACT**

1. None

**D. PART 4, SPECIFICATIONS**

1. The Measurement and Payment section of the Specifications (01 29 00) has been revised on Page 7, 2.15.C to show a granular borrow depth of 12 inches instead of 24 inches as shown on the attached specification section.
2. The Measurement and Payment section of the Specifications (01 29 00) has been revised on Page 7, 2.17 to clarify the curb types for Bid Items No. 16-17 as shown on the attached specification section.

**E. DRAWINGS AND DETAILS**

1. Sheet C3.1: Limits of Pavement and Improvements has been revised as shown on the attached sheet.
2. Sheet C4.1: Limits of Pavement and Improvements has been revised as shown on the attached sheet.
3. Sheet C5.1: Limits of Pavement and Improvements has been revised as shown on the attached sheet.
4. Sheet C6.1: Limits of Pavement and Improvements has been revised as shown on the attached sheet.
5. Sheet PP1: Limits of Pavement and Improvements has been revised as shown on the attached sheet.



6. Sheet PP3: A requirement to change a single street inlet to a double street inlet has been added as shown on the attached sheet.
7. Sheet PP3: The curb designations in the Roundabout Cross Section A has been revised as shown on the attached sheet.
8. Sheet PP3: The Notes regarding paving have been made specific to the pork chops areas and have been augmented and clarified as shown on the attached sheet.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.  
City of West Jordan

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Appended hereto and part of Addendum No. 1:

**END OF ADDENDUM NO. 1**

**BID SCHEDULE**  
Schedule of Prices for Construction of  
**FALL WATER DRIVE PROJECT**  
**PROJECT NO. RD-18-15**

In West Jordan, Utah

- A. Bid includes all materials, labor, and incidental items associated with the proposed improvements. Refer to Section 01 29 00, Measurement and Payment for additional information.

**SCHEDULE NO.1; BASE BID**

Item No.	Description of Unit Price Work	Quantity Unit	Unit Price	Amount
1	Progress Schedule	1 Lump Sum		
2	Mobilization	1 Lump Sum		
3	Quality Control	1 Lump Sum		
4	Traffic Control	1 Lump Sum		
5	Construction Surveying	1 Lump Sum		
6	Erosion Control	1 Lump Sum		
	<b>Roadway Improvements</b>			
7	Site Clearing – Site Clearing (Clear and Grub)	1 Lump Sum		
8	Pavement Demolition – Asphalt Concrete Pavement	150 Square Feet		
9	Roadway Excavation (assuming 18” cut)	7,950 Cubic Yards		
10	Roadway Fill (assuming 6” min. fill)	4,146 Cubic Yards		
11	Furnish and Install Geotextile Fabric	136,454 Square Feet		
12	Furnish and Install Asphalt Concrete Pavement PG64-28 DM – 1/2,	4,950 Tons		
13	Furnish and Install Select Fill – Untreated Base Coarse	4,211 Cubic Yards		
14	Furnish and Install Granular Borrow	5,054 Cubic Yards		
15	Furnish and Install Concrete Curb and Gutter (Type A)	6,035 Lineal Feet		
16	Furnish and Install Concrete Curb – (Type D)	413 Lineal Feet		

UNIT PRICE BID SCHEDULE  
BID FORMS- PAGE 2

Item No.	Description of Unit Price Work	Quantity Unit	Unit Price	Amount
17	Furnish and Install Concrete Curb – Type E	1216 Lineal Feet		
18	<del>Furnish and Install Concrete Curb – 6 inch Raised</del>	0 Lineal Feet	_____	_____
19	Furnish and Install Concrete Truck Apron– (8" thick)	3817 Square Feet		
20	Furnish and Install Concrete Park Strip (pork chop areas)	2000 Square Feet		
21	Furnish and Install 5' Concrete Sidewalk	12,591 Square Feet		
22	Furnish and Install 8' Concrete Sidewalk	5,592 Square Feet		
23	Furnish and Install Pedestrian Access Ramp / Bike Ramps	26 Each		
24	Furnish and Install Plowable End Section	6 Each		
25	Furnish and Install Street Monuments	5 Each		
26	Install Water Valve Lids / Collars	15 Each		
27	Install Manhole Lids and Collars	20 Each		
28	<del>Install Inlet Covers</del>	35 Each	_____	_____
29	Furnish and Install Street Lights	21 Each		
30	Furnish & Install 2" PVC power conduits	1,110 Lineal Feet		
31	Furnish & Install 3" PVC irrig. sleeves	150 Lineal Feet		
32	Furnish & Install 4" PVC irrig. sleeves	50 Lineal Feet		
33	Furnish & Install 6" PVC irrig. sleeves	150 Lineal Feet		
34	Furnish and Install Signs	104 Each		
35	Furnish and Install Traffic Lines and Markings	1 Lump Sum		

Total Schedule No. 1; Base Bid = \$ \_\_\_\_\_

UNIT PRICE BID SCHEDULE  
BID FORMS- PAGE 3

BK 10703 PG 3012

**BID ALTERNATE A; LANDSCAPING**

Item No.	Description of Unit Price Work	Quantity Unit	Unit Price	Amount
A1	Furnish and Install Irrigation System - Complete	1 Lump Sum		
A2	Furnish & Install Landscaping - Complete	1 Lump Sum		

Total Bid Alternate A; Base Bid = \$ \_\_\_\_\_

**BID ALTERNATE B; 7800 SOUTH**

Item No.	Description of Unit Price Work	Quantity Unit	Unit Price	Amount
B1	Mobilization	1 Lump Sum	\$	\$
B2	Quality Control	1 Lump Sum	\$	\$
B3	Construction Surveying	1 Lump Sum	\$	\$
B4	Site Clearing – Site Clearing (Clear and Grub)	1 Lump Sum	\$	\$
B5	Roadway Excavation	X,XXX Cubic Yards	\$	\$
B6	Pavement Demolition – Asphalt Concrete Pavement	X,XXX Square Feet		
B7	Furnish and Install Geotex 401 Geotextile Fabric	X,XXX Square Feet	\$	\$
B8	Furnish and Install Tensar Triax TX140 Geogrid	X,XXX Square Feet	\$	\$
B9	Furnish and Install Asphalt Concrete Pavement PG64-28 DM -1/2, (9" thick)	X,XXX Tons	\$	\$
B10	Furnish and Install Select Fill – Untreated Base Coarse (17 inches thick)	X,XXX Cubic Yards	\$	\$
B11	Furnish and Install Granular Borrow (18 inches thick)	X,XXX Cubic Yards	\$	\$
B12	Furnish and Install Concrete Sidewalk	X,XXX Square Feet	\$	\$
B13	Furnish and Install Pedestrian Access Ramp	XX Each	\$	\$
B14	Furnish and Install Signs	XX Each	\$	\$
B15	Furnish and Install Street Lights	XX Each	\$	\$

UNIT PRICE BID SCHEDULE  
BID FORMS- PAGE 4

Item No.	Description of Unit Price Work	Quantity Unit	Unit Price	Amount
B16	Furnish and Install Traffic Lines and Markings	1 Lump Sum	\$	\$

Total Bid Alternate B; Base Bid = \$ \_\_\_\_\_

Total Schedule No. 1 = \$ \_\_\_\_\_

Total Schedule No. 1 + ADD ALTERNATE A = \$ \_\_\_\_\_

Total Schedule No. 1 + ADD ALTERNATE A+  
ADD ALTERNATE B = \$ \_\_\_\_\_

The owner reserves the right to increase, decrease or to entirely eliminate any of the bid items or bid schedules as it is determined to be in the best interest of the owner.

END DOCUMENT

## SECTION 01 29 00

### MEASUREMENT AND PAYMENT

#### **PART 1 - GENERAL**

##### **1.01 SCOPE**

- A. Payment for the various items of the Bid Sheets, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of work as specified and shown on the drawings, including all appurtenances thereto. This shall include all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Utah Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Sheet(s), and all costs therefore shall be included in the prices named in the Bid Sheet(s) for the various appurtenant items of work.
- B. All pay line items will be paid for at the unit prices named in the Bid Sheets for the respective items of work. The quantities of work or material stated as unit price items on the Bid Sheets are supplied only to give an indication of the general scope of the Work; the City does not expressly nor by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall have the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the contract price.
- C. Quantity variations in excess of the allowable quantity changes specified herein shall be subject to the provisions of Article 10 of the General Conditions.

#### **PART 2 - PAYMENT SCHEDULE – BID SCHEDULE “A”**

##### **2.01 GENERAL**

- A. Units of measurement are listed below in the price schedules.
- B. ENGINEER will take all measurements and compute all quantities.
- C. CONTRACTOR will verify measurement and quantities with truck weigh tickets.
- D. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.

**2.02 PROGRESS SCHEDULE (Bid Item No. 1),**

- A. Specification Reference: Section 01 32 16.
- B. Measurement and payment for progress schedule will be made on a lump sum basis.
- C. Payment Covers: Costs associated with all labor, materials and equipment required to develop and implement a CPM construction schedule in accordance with the requirements of Section 01 32 16. Progress schedules shall be updated monthly and submitted with payment request.

**2.03 MOBILIZATION AND DEMOBILIZATION (Bid Item No. 2)**

- A. Specification Reference: Section 01 71 13, 01 32 16.
- B. Measurement and payment for mobilization will be made on a lump sum basis.
- C. Payment Covers: Mobilization; demobilization; videotaping site conditions prior to construction; temporary facilities; temporary utilities, security and protection, construction support, construction schedules, following existing safety regulations, providing a full time superintendent and obtaining any additional permits not already obtained by the OWNER. This pay item shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this portion of the Work for this construction project.
- D. For purposes of payment, Mobilization shall be paid for on a complete basis. The lump sum bid price for this bid item shall not exceed 8 percent of the total bid price for Schedule 1. The OWNER will pay the adjusted lump sum price for Mobilization. Mobilization will be paid on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	40 percent of mobilization lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	50 percent (up to 80 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 50 percent complete.
3 <sup>rd</sup>	10 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.

**2.04 QUALITY CONTROL (Bid Item No. 3),**

- A. Specification Reference: Section 01 45 00.
- B. Measurement and payment for quality control will be made on a lump sum basis.
- C. Payment covers all testing required of the CONTRACTOR as described in the Contract Documents, including but not limited to: developing and implementing a quality assurance/quality control program; compaction density testing that conforms to Section 32 05 10; concrete testing, asphalt testing; and all other quality control or quality assurance measures required to complete the Work.

- D. For purposes of payment, Quality Control shall be paid for on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	30 percent of quality control lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	30 percent (up to 60 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 60 percent complete.
3 <sup>rd</sup>	40 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.

**2.05 TRAFFIC CONTROL (Bid Item No. 4)**

- A. Specification Reference: Section 01 55 26.
- B. Measurement and payment for traffic control will be made on a lump sum basis.
- C. Payment Covers: Costs associated with all labor, materials and equipment required to develop and implement a traffic control plan in accordance with the requirements of the City of West Jordan; maintain smooth vehicular traffic flow in the project area during construction. Perform partial road closures as allowed in the Contract Documents; including but not limited to: signage, electronic message boards, barriers, warning devices, flaggers, public notification, and cleaning of roads to maintain a clean condition with no accumulation of dirt, debris, or other foreign objects as required by the contract and the street cut permits.
- D. Payment shall also include all labor materials, and equipment required to maintain safe pedestrian access through the project area during construction; including but not limited to signage, warning devices, safety fencing, and maintaining a clean sidewalk that is free of dirt, gravel, and other construction debris.
- E. For purposes of payment, Traffic Control shall be paid for on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	30 percent of traffic control lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	30 percent (up to 60 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 60 percent complete.
3 <sup>rd</sup>	40 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.



**2.06 CONSTRUCTION SURVEYING (Bid Item No. 5),**

- A. Specification Reference: Section 01 71 23, Section 01 71 34.
- B. Measurement and payment for construction surveying will be made on a lump sum basis.
- C. Payment Covers: Costs associated with all labor, materials and equipment required to complete all construction surveying required for the project using the benchmarks and coordinate system provided in the drawings.
- D. For purposes of payment, construction surveying shall be paid for on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	30 percent of construction surveying lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	30 percent (up to 60 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 60 percent complete.
3 <sup>rd</sup>	40 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.

**2.07 EROSION CONTROL (Bid Item No. 6),**

- A. Specification Reference: APWA Section 31 25 00 Erosion and Sedimentation Control, and City of West Jordan Land Disturbance Design and Construction Standards manual.
- B. Measurement and payment for erosion control will be made on a lump sum basis.
- C. Payment Covers: Costs associated with all labor, materials and equipment required to implement the storm water pollution prevention plan as identified in the project drawings throughout the duration of the project. Cost shall also include the submittal and permit costs associated with obtaining a UPDES storm water permit for general construction activities.
- D. For purposes of payment, Erosion Control shall be paid for on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 <sup>st</sup>	30 percent of erosion control lump sum.	With 1 <sup>st</sup> pay request
2 <sup>nd</sup>	30 percent (up to 60 percent total) of the lump sum on the Bid Schedule	With 2 <sup>nd</sup> pay request, or when contract is at least 60 percent complete.
3 <sup>rd</sup>	40 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 <sup>rd</sup> pay request, or when contract is at least 95 percent complete.

**ROADWAY IMPROVEMENTS**

**2.08 SITE CLEARING (Bid Item No. 7),**

- A. Specification Reference: Section 31 11 00.
- B. Measurement and payment for Site Clearing will be made on a lump sum basis.
- C. Payment shall constitute full compensation for clearing and grubbing site. Work to include removal of vegetation, debris, lumber, rubbish, and other objectionable material including disposal of the material offsite.
- D. Payment shall also include stripping and stockpiling topsoil.

**2.09 PAVEMENT DEMOLITION (Bid Item No. 8),**

- A. Specification Reference: Section 02 41 14 Pavement Demolition and 31 23 16 Excavation.
- B. Measurement: Payment for pavement demolition and removal shall be made on a square foot basis based on the amount of concrete, asphalt, road base and existing subgrade removed and disposed of as defined by depths identified on the drawings and Bid Schedule. Measurement shall be based on field measurements of pavement removal, to the nearest square foot.
- C. Payment Covers: Costs associated with all labor, materials and equipment required for pavement demolition, removal and disposal as well as road base and subgrade removal and disposal to depths as defined on the project drawings. Payment shall also cover the costs associated with the removal; and disposal of concrete curb, concrete manhole covers, valve boxes, monument lids, etc. required to permit the demolition of the pavement surface; protecting and cleaning all manholes, monuments, and valve boxes; benching cold joints and start and stop locations in to existing asphalt a minimum of two inches tie-in depth; removal and disposal of any mill tailings and excavation of road base and subgrade material; subgrade preparation; and all other appurtenant items necessary to complete the work.
- D. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation.

**2.10 ROADWAY EXCAVATION (Bid Item No. 9),**

- A. Measurement: Payment for roadway demolition and removal shall be made on a cubic yard basis based on the amount of road base and existing subgrade removed and disposed of as defined by depths identified on the drawings and Bid Schedule.
- B. Payment Covers: Costs associated with all labor, materials and equipment required for road base and subgrade removal and disposal to depths as defined on the project drawings. Payment shall also cover the costs associated with the excavation of road base and subgrade material; subgrade preparation; and all other appurtenant items necessary to complete the work.
- C. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation.

**2.11 ROADWAY FILL (Bid Item No. 10),**

- A. Measurement: Payment for roadway fill shall be made on a cubic yard basis based on the amount of common fill used to bring existing subgrade to proper elevation to begin placement of geotextile fabric and granular borrow for roadway section as defined by depths identified on the drawings and Bid Schedule.
- B. Payment Covers: Costs associated with all labor, materials and equipment required for road base and subgrade removal and disposal to depths as defined on the project drawings. Payment shall also cover the costs associated with the placement and compaction of the subgrade material; subgrade preparation; and all other appurtenant items necessary to complete the work.
- C. There will be no payment for over fill unless approved in writing by ENGINEER prior to placement.

**2.12 FURNISH AND INSTALL GEOTEXTILE FABRIC (Bid Item No. 11),**

- A. Geotextile's type and placement shall be done in accordance with APWA Section 31 05 19, City of West Jordan, and Manufacturer's specifications.
- B. Measurement- measurement for payment shall be by the square foot for Geotex 401 geotextile fabric installed as measured by the Engineer.
- C. Bid price covers cost of work and material identified in APWA Section 31 05 19 associated with installation. Bid price covers cost of seam overlaps and patches.

**2.13 FURNISH AND INSTALL ASPHALT CONCRETE (Bid Item No. 12),**

- A. Specification Reference: APWA Section 32 12 13.13 Tack Coat, 32 12 13.19 Prime Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per ton basis for PG 64-28 asphalt concrete (DM-1/2) furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install asphalt concrete in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing surfaces, furnishing, placing, compacting PG64-28 DM-1/2 asphalt concrete material to a depth shown on the plans, application of tack coat, sampling and testing, or any other appurtenant *items of work required to complete the work*.
- D. Contractor shall not furnish or install an asphalt mix with greater than 15 percent RAP included in the mix design

**2.14 FURNISH AND INSTALL UNTREATED BASE COURSE, (Bid Item No. 13),**

- A. Specification Reference: APWA Section 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10

Backfilling Pavements, 32 11 23 Crushed Aggregate Base and West Jordan City specifications.

- B. Measurement: Payment for pavement reconstruction – 1-inch minus untreated base course shall be made on a per cubic yard basis based on the amount of class A, 1-inch minus untreated base course furnished, placed and compacted to depths identified on the drawings and Bid Schedule.
- C. Payment Covers: Costs associated with all labor, materials and equipment required for untreated base course construction including furnishing, placing, and compacting class A, 1-inch minus untreated base course and all other appurtenant items necessary to complete the work

**2.15 FURNISH AND INSTALL GRANULAR BORROW, (Bid Item No. 14),**

- A. Specification Reference: APWA Section 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 31 05 13 Common Fill and West Jordan City specifications.
- B. Measurement: Payment for granular borrow shall be made on a per cubic yard basis based on the amount of class A-1-a granular borrow furnished, placed and compacted to depths identified on the drawings and Bid Schedule. .
- C. Payment Covers: Costs associated with all labor, materials and equipment required for granular borrow(sub-base) course construction including furnishing, placing, and compacting class A-1-a granular borrow to a depth of 12-inches and all other appurtenant items necessary to complete the work. Material shall consist of clean granular soils with a maximum of 15 percent passing the No. 200 mesh sieve with no particles larger than 3 inches in maximum diameter. Material shall be non-plastic.

**2.16 FURNISH AND INSTALL CONCRETE CURB AND GUTTER (Type A) (Bid Item No. 15),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per linear foot basis for concrete curb and gutter furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete curb and gutter in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing subgrade surfaces, furnishing and placing 6 inches of ¾” minus select fill base course material, furnishing and placing concrete curb and gutter, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work required to complete the work.

**2.17 FURNISH AND INSTALL CONCRETE CURB – 15 INCH MOUNTABLE (Type D) AND 10 INCH (TYPE E) (Bid Items No. 16-17),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30

05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.

- B. Measurement: Measured and paid for on a per linear foot basis for the type of concrete curb furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete curb and gutter in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing subgrade surfaces, furnishing and placing 6 inches of ¾" minus select fill base course material, furnishing and placing concrete curb and gutter, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work required to complete the work.

**2.18 CONCRETE TRUCK APRON (8 inches thick) (Bid Item No. 19),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a square foot basis for concrete truck apron furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete truck apron in the project in accordance with APWA specifications and the requirements of the City of West Jordan.
- D. Payment shall include but not be limited to; preparation of the existing subgrade surfaces, furnishing and placing 8 inches of 1" minus select fill base course material, furnishing 8 inches of granular borrow, furnishing and placing 8 inch thick concrete truck apron, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

**2.19 CONCRETE PARK STRIP (Bid Item No. 20),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per square foot basis for concrete park strip furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.

- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install colored concrete park strip in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; preparation of the existing subgrade surfaces, furnishing and placing select fill base course material, furnishing and placing concrete park strip, furnishing and placing concrete color furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

**2.20 FURNISH AND INSTALL CONCRETE SIDEWALK - 5 FOOT WIDE, 8 FOOT WIDE (Bid Items No. 21-22),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a square foot basis for concrete sidewalk furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete sidewalk in the project in accordance with APWA specifications and the requirements of the City of West Jordan.
- D. Payment shall include but not be limited to; preparation of the existing subgrade surfaces, furnishing and placing 4 inches of 1" minus select fill base course material, furnishing and placing concrete sidewalk, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

**2.21 FURNISH AND INSTALL CONCRETE PEDESTRIAN ACCESS / BIKE RAMP – (Bid Item No. 23),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per each basis for concrete accessibility ramps furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete accessibility ramps in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing subgrade surfaces, furnishing and placing 4 inches of ¾" minus select fill base course material, furnishing and placing 6 inch thick concrete accessibility ramps, and landing as shown in the plans, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing

compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

**2.22 FURNISH AND INSTALL PLOWABLE END SECTIONS (Bid Item No. 24),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 33 05 25 Pavement Restoration and West Jordan City specifications.
- B. Measurement: Measured and paid for on a per each basis for concrete plowable furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete curb and gutter in the project in accordance with APWA specifications and the requirements of the City of West Jordan. Payment shall include but not be limited to; resident notification, preparation of the existing subgrade surfaces, furnishing and placing 6 inches of ¾" minus select fill base course material, furnishing and placing concrete plowable end sections, furnishing and placing expansion and contraction joints, formwork, reinforcement, sampling and testing, furnishing and placing curing compound, flexible post marker, or any other appurtenant items of work required to complete the work.

**2.23 FURNISH AND INSTALL STREET MONUMENTS (Bid Item No. 25),**

- A. Specification Reference: APWA Section 33 05 14 Utility Grade Adjustment.
- B. Measurement for payment for adjusting monuments to grade will be based upon the actual quantity, each, of such monuments, adjusted to grade in accordance with the plans and specifications.
- C. Payment shall constitute full compensation for all excavation, backfill, lowering prior to milling, protection from tailings, cleaning after milling, removal and replacement of said monument frame and cover, removal and/or addition of filler rings, mortar, disposal of waste or excess materials, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.
- D. All monuments are to be removed prior to milling operations to permit continuous milling of pavement surface. All monuments are to be protected from mill tailings and are to be cleaned by vactoring immediately after milling operation. All monuments are to be raised and re-set to grade within 1 week after paving operations are concluded according to county standards.
- E. Large plates must be used to cover concrete collars until they have cured. Plates must be large enough to protect the collar and not damage asphalt or vehicles.

**2.24 RAISE AND LOWER VALVES / INSTALL COLLARS (Bid Item No. 26),**

- A. Specification Reference: APWA Section 33 05 14 Utility Grade Adjustment.
- B. Measurement for payment for adjusting valves to grade will be based upon the actual quantity, each, of such valves, adjusted to grade and collared in accordance with the plans and specifications.
- C. Payment shall constitute full compensation for all excavation, backfill, lowering prior to milling, protection from tailings, cleaning after milling, removal and replacement of said valve frame and cover, removal and/or addition of filler rings, mortar, disposal of waste or excess materials, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the

Bid Sheets.

- D. All valves are to be removed prior to milling operations to permit continuous milling of pavement surface. All valves are to be protected from mill tailings and are to be cleaned by vactoring immediately after milling operation. All valves are to be raised and re-set to grade within 1 week after paving operations are concluded.
- E. Large plates must be used to cover concrete collars until they have cured. Plates must be large enough to protect the collar and not damage asphalt or vehicles.

**2.25 RAISE AND LOWER MANHOLES / INSTALL COLLARS (Bid Item No. 27),**

- A. Specification Reference: APWA Section 33 05 14 Utility Grade Adjustment.
- B. Measurement for payment for adjusting manholes to grade will be based upon the actual quantity, each, of such manholes, adjusted to grade in accordance with the plans and specifications.
- C. Payment shall constitute full compensation for all excavation, backfill, lowering prior to milling, protection from tailings, cleaning after milling, removal and replacement of said manhole frame and cover, removal and/or addition of filler rings, mortar, disposal of waste or excess materials, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.
- D. All manholes are to be removed prior to milling operations to permit continuous milling of pavement surface. All manholes are to be protected from mill tailings and are to be cleaned by vactoring immediately after milling operation. All manholes are to be raised and re-set to grade within 1 week after paving operations are concluded.
- E. Large plates must be used to cover concrete collars until they have cured. Plates must be large enough to protect the collar and not damage asphalt or vehicles.

**2.26 INSTALL INLET COVERS (Bid Item No. 28),**

- A. Specification Reference: APWA Section 33 05 14 Utility Grade Adjustment.
- B. Measurement for payment for installing inlet covers to grade will be based upon the actual quantity, each, of such inlets, adjusted to grade in accordance with the plans and specifications.
- C. Payment shall constitute full compensation for all excavation, backfill, lowering prior to milling, protection from tailings, cleaning after milling, removal and replacement of said inlet frame and cover, removal and/or addition of riser sections, mortar, disposal of waste or excess materials, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.
- D. All inlets are to be removed prior to milling operations to permit continuous milling of pavement surface. All inlets are to be protected from mill tailings and are to be cleaned by vactoring immediately after milling operation. All inlets are to be raised and re-set to grade within 1 week after paving operations are concluded.
- E. Large plates must be used to cover concrete collars until they have cured. Plates must be large enough to protect the collar and not damage asphalt or vehicles.

**2.27 FURNISH AND INSTALL STREET LIGHT (Bid Item No. 29),**

- A. Measurement: Measured and paid for on a per each basis for arterial street lights furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- B. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install arterial street lights in the project in accordance with APWA specifications and



the requirements of the City of West Jordan. Payment shall include price for all labor, tools, equipment and materials necessary to install arterial streetlight per West Jordan City Plan No. RD-225 including meter, and connection to nearest power source as dictated by Rocky Mountain Power Utility Company.

**2.28 FURINSH AND INSTALL 2-INCH PVC CONDUIT (COMPLETE), (Bid Item No. 30),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 32 17 23 Pavement Markings, 33 05 25 Pavement Restoration, 33 05 17 Polyvinyl Chloride Pipe, 33 05 20 Backfilling Trenches,
- B. Measurement: Measured and paid for on a per linear foot basis for the actual quantity of 2-inch PVC conduit fabricated and installed. Measurement to be along the pipe in the field. Junction boxes required on the plans are to be included in the linear foot cost of the conduit.
- C. Payment shall constitute full compensation for demolition, removal and disposal of waste materials, dewatering trench, shoring and bracing, excavation regardless of depth of proposed 2-inch conduit, furnishing and installing 2-inch PVC conduit as indicated on the plans; junction boxes, fiberglass sweeps, tees, sleeves, bends, miscellaneous pipe, fittings, gaskets , furnishing and placing of sand bedding, pipe zone backfill, trench zone backfill, miscellaneous fill required for construction, compaction, surface restoration or any other appurtenant items of work required to complete the work.
- D. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation.

**2.29 FURINSH AND INSTALL 3, 4, 6-INCH PVC IRRIGATION SLEEVES (COMPLETE), (Bid Items No. 31-33),**

- A. Specification Reference: APWA Section 02 41 14 Pavement Demolition, 03 30 04 Concrete, 03 30 05 Concrete Testing, 03 30 10 Concrete Placement, 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 05 10 Backfilling Pavements, 32 11 23 Crushed Aggregate Base, 32 12 13.13 Tack Coat, 32 12 05 Asphalt Concrete, 32 12 16.13 Plant Mix Asphalt Concrete Paving, 32 17 23 Pavement Markings, 33 05 25 Pavement Restoration, 33 05 17 Polyvinyl Chloride Pipe, 33 05 20 Backfilling Trenches,
- B. Measurement: Measured and paid for on a per linear foot basis for the actual quantity of 3 thru 6-inch PVC irrigation sleeves fabricated and installed. Measurement to be along the pipe in the field.
- C. Payment shall constitute full compensation for demolition, removal and disposal of waste materials, dewatering trench, shoring and bracing, excavation regardless of depth of proposed 2-inch conduit, furnishing and installing 3 thru 6-inch PVC irrigation sleeves as indicated on the plans; sleeves, bends, miscellaneous pipe, fittings, gaskets , furnishing and placing of sand bedding, pipe zone backfill, trench zone backfill, miscellaneous fill required for construction, compaction, surface restoration or any other appurtenant items of work required to complete the work.
- D. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation

**2.30 FURNISH AND INSTALL TRAFFIC SIGNS (Bid Item No. 34),**

- A. Specification Reference: APWA 2017 Specifications sections, 32 01 05 Information, Regulatory, and Warning Signs..
- B. Measurement: Measurement and payment for this item will be made on a per each basis.
- C. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install new traffic signs as shown on the Project Pavement Marking Sheets in accordance with APWA specifications and the requirements of the City of West Jordan.

**2.31 TRAFFIC (PAVEMENT) MARKINGS, Alkyd Resin Paint, Type F, (Bid Item No. 35),**

- A. Specification Reference: UDOT Specifications Section 02765 Pavement Marking Paint.
- B. Measurement and payment for Traffic Pavement Markings will be made on a lump sum basis.
- C. Payment shall constitute full compensation for the cost of all for all labor, tools, equipment and materials necessary to furnish and install pavement markings as shown on the Contract Documents and as described in UDOT Specifications and the MUTCD.

**PART 3 - PAYMENT SCHEDULE – BID ALTERNATIVE “A”,**

**3.01 FURNISH AND INSTALL IRRIGATION SYSTEM - COMPLETE, (Bid Item No. A1),**

- A. Specification Reference: APWA Section 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 84 23 Underground Irrigation Systems and West Jordan City landscape and irrigation policy and design criteria manual.
- B. Measurement: Measured and payment for this item will be made on a lump sum basis.
- C. Payment shall constitute full compensation for the cost of all for all labor, tools, equipment and materials necessary to furnish and install landscape irrigation system as indicated on the plans and in accordance with AWPAs specifications and West Jordan Landscape and Irrigation Policy and Design Criteria Manual. Payment shall include but not limited to water connection, valves, controllers, piping, valves, controllers, sprinklers, couplers, strainers, backflow preventers, stop and waste valves, water meter, power meter, connection to power or any other appurtenant items of work for which separate payment is not otherwise specifically provided.

**3.02 FURNISH AND INSTALL LANDSCAPING - COMPLETE, (Bid Item No. A2),**

- A. Specification Reference: APWA Section 31 05 13 Common Fill, 31 23 16 Excavation, 31 23 26 Compaction, 32 91 13 Structural Soil Mix, 32 91 19 Landscape Grading, 32 92 00 Turf And Grass, 32 98 00 Vegetation Establishment Period and West Jordan City Landscape and Irrigation Policy and Design Criteria Manual.
- B. Measurement: Measured and payment for this item will be made on a lump sum basis.

- C. Payment shall constitute full compensation for the cost of all for all labor, tools, equipment and materials necessary to furnish and install 6 inches of topsoil, sod, plantings, trees in the project as indicated on the plans and in accordance with AWWA specifications and West Jordan Landscape and Irrigation Policy and Design Criteria Manual. Payment shall include but not limited to weed removal, 6 inches of topsoil, sod, plantings, trees or any other appurtenant items of work for which separate payment is not otherwise specifically provided.

**\*\*\* END OF SECTION \*\*\***

ADDENDUM NO. 2 Date: July 23, 2018  
TO THE CONTRACT DOCUMENTS  
for the construction of  
2018 Fall Water Drive  
Project No. RD-18-15

**To All Planholders and/or Prospective Bidders:**

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the 2018 Fall Water Drive Project, Project No. RD-18-15 dated July 2018 as fully and completely as if the same were fully set forth therein:

A. PART 1, BIDDING REQUIREMENTS

1. Replace Bid Schedule with attached Bid Schedule.

B. PART 2, CONTRACT FORMS

1. None

C. PART 3, CONDITIONS OF THE CONTRACT

1. None

D. PART 4, SPECIFICATIONS

1. None

E. DRAWINGS AND DETAILS

1. None

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.  
City of West Jordan

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Appended hereto and part of Addendum No. 2:

**END OF ADDENDUM NO. 2**

**BID SCHEDULE**  
Schedule of Prices for Construction of  
**FALL WATER DRIVE PROJECT**  
**PROJECT NO. RD-18-15**

In West Jordan, Utah

- A. Bid includes all materials, labor, and incidental items associated with the proposed improvements. Refer to Section 01 29 00, Measurement and Payment for additional information.

**SCHEDULE NO.1; BASE BID**

Item No.	Description of Unit Price Work	Quantity Unit	Unit Price	Amount
1	Progress Schedule	1 Lump Sum		
2	Mobilization	1 Lump Sum		
3	Quality Control	1 Lump Sum		
4	Traffic Control	1 Lump Sum		
5	Construction Surveying	1 Lump Sum		
6	Erosion Control	1 Lump Sum		
	<b>Roadway Improvements</b>			
7	Site Clearing – Site Clearing (Clear and Grub)	1 Lump Sum		
8	Pavement Demolition – Asphalt Concrete Pavement	150 Square Feet		
9	Roadway Excavation (assuming 18” cut)	7,950 Cubic Yards		
10	Roadway Fill (assuming 6” min. fill)	4,146 Cubic Yards		
11	Furnish and Install Geotextile Fabric	136,454 Square Feet		
12	Furnish and Install Asphalt Concrete Pavement PG64-28 DM – 1/2,	4,950 Tons		
13	Furnish and Install Select Fill – Untreated Base Coarse	4,211 Cubic Yards		
14	Furnish and Install Granular Borrow	5,054 Cubic Yards		
15	Furnish and Install Concrete Curb and Gutter (Type A)	6,035 Lineal Feet		
16	Furnish and Install Concrete Curb – (Type D)	413 Lineal Feet		

UNIT PRICE BID SCHEDULE  
BID FORMS- PAGE 2

Item No.	Description of Unit Price Work	Quantity Unit	Unit Price	Amount
17	Furnish and Install Concrete Curb – Type E	1216 Lineal Feet		
18	<del>Furnish and Install Concrete Curb – 6 inch Raised</del>	0 Lineal Feet		
19	Furnish and Install Concrete Truck Apron– (8" thick)	3817 Square Feet		
20	Furnish and Install Concrete Park Strip (pork chop areas)	2000 Square Feet		
21	Furnish and Install 5' Concrete Sidewalk	12,591 Square Feet		
22	Furnish and Install 8' Concrete Sidewalk	5,592 Square Feet		
23	Furnish and Install Pedestrian Access Ramp / Bike Ramps	26 Each		
24	Furnish and Install Plowable End Section	6 Each		
25	Furnish and Install Street Monuments	5 Each		
26	Install Water Valve Lids / Collars	15 Each		
27	Install Manhole Lids and Collars	20 Each		
28	<del>Install Inlet Covers</del>	35 Each		
29	Furnish and Install Street Lights	21 Each		
30	Furnish & Install 2" PVC power conduits	1,110 Lineal Feet		
31	Furnish & Install 3" PVC irrig. sleeves	150 Lineal Feet		
32	Furnish & Install 4" PVC irrig. sleeves	50 Lineal Feet		
33	Furnish & Install 6" PVC irrig. sleeves	150 Lineal Feet		
34	Furnish and Install Signs	104 Each		
35	Furnish and Install Traffic Lines and Markings	1 Lump Sum		

Total Schedule No. 1; Base Bid = \$ \_\_\_\_\_

UNIT PRICE BID SCHEDULE  
BID FORMS- PAGE 3

BK 10703 PG 3031

**BID ALTERNATE A; LANDSCAPING**

<b>Item No.</b>	<b>Description of Unit Price Work</b>	<b>Quantity Unit</b>	<b>Unit Price</b>	<b>Amount</b>
A1	Furnish and Install Irrigation System - Complete	1 Lump Sum		
A2	Furnish & Install Landscaping - Complete	1 Lump Sum		

Total Bid Alternate A; Base Bid = \$ \_\_\_\_\_

Total Schedule No. 1 = \$ \_\_\_\_\_

Total Schedule No. 1 + ADD ALTERNATE A = \$ \_\_\_\_\_

The owner reserves the right to increase, decrease or to entirely eliminate any of the bid items or bid schedules as it is determined to be in the best interest of the owner.

END DOCUMENT

## **AGREEMENT**

**THIS AGREEMENT** made this 8<sup>th</sup> day of August in the year 2018, by and between the City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Salt Lake Excavating, Inc. hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - THE WORK**

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

#### **FALL WATER DRIVE PROJECT, RD 18-15**

The Work is generally described as follows: The Work comprises the construction of roadway improvements including curb, gutter, median, sidewalk, pedestrian ramps, concrete park strip, granular borrow, aggregate base, asphalt concrete, street lighting, street marking, raising utilities and monument lids as well as the construction of landscaping and irrigation improvement.

### **ARTICLE 2 - COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed within 90 calendar days from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$1000.00** for each calendar day that expires after the time specified above.

### **ARTICLE 3 - CONTRACT PRICE**

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of \$1,414,593.64 in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

### **ARTICLE 4 - THE CONTRACT DOCUMENTS**

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers 1 to 2, inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

### **ARTICLE 5 - PAYMENT PROCEDURES**

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the



Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

**ARTICLE 6 - NOTICES**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

**ARTICLE 7 - MISCELLANEOUS**

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:**

The bidder, offeror, or contactor represents that is has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

**CITY OF WEST JORDAN, UTAH**

By:

City of West Jordan  
Public Works Department  
8000 South Redwood Road  
West Jordan, Utah 84088

\_\_\_\_\_  
Mayor

Attest:

Approved as to Legal Form:

\_\_\_\_\_  
City Recorder      City Attorney Address for giving Notice:

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving Notice:

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

STATE OF                    )  
  :SS  
COUNTY OF                )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me,

\_\_\_\_\_

\_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_ County, \_\_\_\_\_

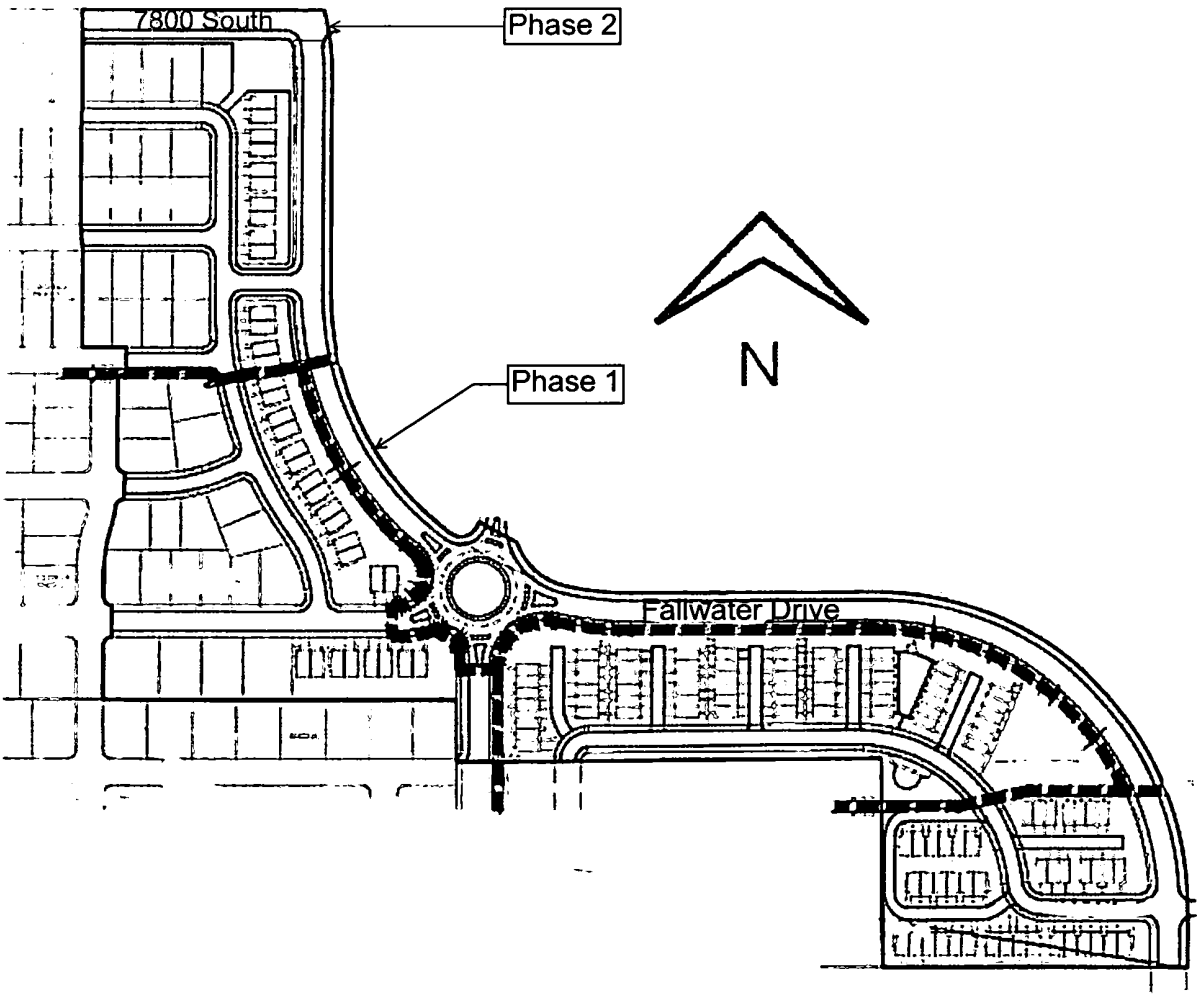


**Exhibit K**

*(to Project Participation Agreement)*

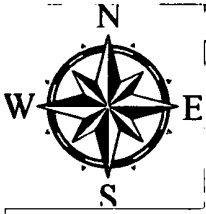
Diagram Showing Approximate Location of  
*Road Construction Phase 1 & Road Construction Phase 2*

# Fallwater Drive Construction Phasing



**Exhibit L**  
*(to Project Participation Agreement)*

Legal Description & Approximate Location of the Larsen Easement



JED LARSEN

STELLA LARSEN

5200 WEST

7800 SOUTH

ACCESS EASEMENT

ACCESS EASEMENT

ACCESS EASEMENT



## ACCESS EASEMENTS

Beginning at a point WEST 1329.11 Feet and South 2234.47 feet and West 1308.07 feet from the East Quarter Corner of Section 25, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, and running S 0°18'27 W 30.00 feet along the west line of said Wood Creek No. 2; recorded in the Salt Lake County recorder office under entry number 7068321 book 9808, page 227; thence S89°56'50"E 10.00 feet; thence N0°18'27"E 30.00 feet; thence N 89°56'50"W 10.00 feet more or less to the point of beginning.

Contains .0069 acres (300 sq. ft.)

Beginning at a point WEST 1329.11 Feet and South 2489.43 feet and West 1306.70 feet from the East Quarter Corner of Section 25, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, and running S 0°18'27 W 30.00 feet along the west line of said Wood Creek No. 2; recorded in the Salt Lake County recorder office under entry number 7068321 book 9808, page 227; thence S89°56'50"E 10.00 feet; thence N0°18'27"E 30.00 feet; thence N 89°56'50"W 10.00 feet more or less to the point of beginning.

Contains .0069 acres (300 sq. ft.)



WHEN RECORDED, PLEASE RETURN TO:

KFP CORPORATION  
225 South 200 East, Suite 300  
Salt Lake City, Utah 84111

APN: 20-25-458-003  
20-25-300-067  
20-25-300-066

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**GRANT OF EASEMENT**

KFP CORPORATION, a Utah corporation (hereinafter referred to as "Grantor"), whose principal office address is 225 South 200 East, Suite 300, Salt Lake City, Utah 84111, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto JED L. LARSEN and LISA A. LARSEN, AND, STELLA B. LARSEN, TRUSTEE OF THE STELLA B. LARSEN FAMILY TRUST, DATED JANUARY 19, 2016 (hereinafter referred to as "Grantee"), who reside at 5210 West and 5250 West 7800 South, West Jordan, Utah 84081, their successors and assigns, a NON-EXCLUSIVE PERPETUAL EASEMENT upon, over, under, across and through the following described tracts of land in Salt Lake County, State of Utah, which the Grantor owns or in which the Grantor has an interest, more particularly described as follows, to wit:

[See Exhibit 'A' attached hereto and incorporated herein by this reference].

The Easement herein granted is for the following purposes: construction and maintenance of pedestrian walkways, vehicular driveways and buried utility systems, and any appurtenances connected thereto at Grantee's sole cost and expense (the "Facilities").

Grantee shall have the right, at its sole cost and expense, to plan, install, construct, operate, maintain, repair, remove and replace any material(s) comprising the Facilities from time to time as Grantee may require. Grantee shall have the right to clear and remove all obstructions from the above described property that may interfere with the use of said Easement by Grantee. Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted. Grantee shall keep the subject property free from mechanic's liens. Grantee shall also indemnify and hold Grantor harmless from and against all costs, expenses, liabilities, claims and actions arising out of or relating to Grantee's use of the Easement or from the construction and operation of the Facilities.

This easement shall run with the land and shall be binding upon and inure to the benefit of the Grantor, Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this instrument as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

KFP CORPORATION, a Utah corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH                    )  
  ): SS  
COUNTY OF SALT LAKE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the \_\_\_\_\_ of KFP CORPORATION, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in \_\_\_\_\_, Utah  
My Commission Expires: \_\_\_\_\_

## **Exhibit 'A'**

### **Parcel 1:**

A portion of Lot A, Wood Creek No. 2 Subdivision, on file and of record in the office of the Salt Lake County Recorder, in Book 98-8P, at Page 227, more particularly described as follows, to wit:

Beginning at a point on the Westerly line of said Lot A, West 1329.11 feet and South 2234.47 feet and West 1308.07 feet from the East Quarter Corner of Section 25, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 0°18'27" West 30.00 feet along the Westerly line of said Lot A; thence South 89°56'50" East 10.00 feet to the Westerly right of way line of 5200 West Street; thence North 0°18'27" East 30.00 feet along said Westerly right of way line; thence North 89°56'50" West 10.00 feet to the point of beginning.

The foregoing contains 0.0069 acres, or 300 square feet, more or less.

### **Parcel 2:**

A portion of Lot A, Wood Creek No. 2 Subdivision, on file and of record in the office of the Salt Lake County Recorder, in Book 98-8P, at Page 227, more particularly described as follows, to wit:

Beginning at a point on the Westerly line of said Lot A, West 1329.11 feet and South 2489.43 feet and West 1306.70 feet from the East Quarter Corner of Section 25, Township 2 South, Range 2 West of the Salt Lake Base and Meridian; thence South 0°18'27" West 30.00 feet along the Westerly line of said Lot A; thence South 89°56'50" East 10.00 feet to the Westerly right of way line of 5200 West Street; thence North 0°18'27" East 30.00 feet along said Westerly right of way line; thence North 89°56'50" West 10.00 feet to the point of beginning.

The foregoing contains 0.0069 acres, or 300 square feet, more or less.

Exhibit M  
*(to Project Participation Agreement)*

5490 West Legal Description & Diagram of Approximate Location



5490 West

BK 10703 PG 3046



|| Locations Approximate. Not For Use As Legal Property  
description or Engineering Design Purposes Some Items