



**NOTICE OF MEETING  
OF THE  
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a **Work Session meeting at 4:30 p.m.** prior to the regular **meeting on Tuesday, March 19, 2024**, in the Community Room 108 S 100 E, **at 6:00 p.m.** This is a public meeting and anyone interested is invited to attend. Work Sessions are not designed to hear public comment or take official action.

**AGENDA**

**4:30 P.M. WORK SESSION**

- a. Open and Public Meetings Act (OPMA) Training. *Presenter: Attorney Petersen*
- b. Budget Discussion
- c. Staff Business

**6:00 P.M. REGULAR CITY COUNCIL**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. OPENING REMARKS**

**4. APPROVAL OF MEETING AGENDA**

**5. OPEN SESSION**

**6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)

- a. To consider for approval Payment Request No. 3 to Rivendell Tree Experts, LLC for the 2024 Pavement Preservation Tree Trimming project.
- b. To consider for approval Contract Change Order No. 1 for Geneva Rock Products, Inc. for the 2024 Pavement Preservation project.
- c. To consider for approval Payment No. 4 to HydroVak Excavation for the Pressurized Irrigation Meters Installation project.
- d. To consider for approval Payment No. 1 to J. Lyne Roberts & Sons, Inc. for the BLVD Well Facilities project.
- e. To consider for approval Payment No. 5 to Big-D Construction for the Cook Family Park project.

***PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.***

**7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:** None Scheduled

**8. PRESENTATIONS:** None Scheduled

**9. PUBLIC HEARING ITEMS:** None Scheduled

**10. ACTION ITEMS READY FOR VOTE:**

- A. To consider for adoption Resolution (2024-15) authorizing the Mayor to execute a contract for Fleet Management Services with Gauge Automotive. *Presenter: Attorney Petersen***
- B. To consider for adoption Ordinance (2024-6) permanently abandoning a perpetual easement of 396 square feet for construction and maintenance of water lines over property located in the Blossom Hill Subdivision at approximately 1099 East and 200 South, Pleasant Grove City, Utah and providing for an effective date. *Presenter: Attorney Petersen***
- C. To consider awarding Awolf Construction, LLC the 200 W; 400 North to Center St Waterline and Roadway Reconstruction project bid in the amount of \$802,203.42 and authorize the Mayor to sign the Notice of Award. *Presenter: Staff Engineer Tveten***
- D. To consider awarding Pronghorn Construction, Inc. the Orchard Drive and Locust Avenue Safe Sidewalks project bid in the amount of \$220,381.00 and authorize the Mayor to sign the Notice of Award. *Presenter: Staff Engineer Tveten.***
- E. To consider for adoption Resolution (2024-16) authorizing the Mayor to declare one 2019 Ford F-150 Truck, two 2016 Ford F-150 Trucks, one 1986 Chevrolet Van, and one 2022 Honda Pioneer 500 4X4 as surplus property and direct that they be disposed of according to the City's Policy for Disposing of Surplus Property; and providing an effective date. *Presenter: Staff Engineer Tveten.***
- F. To consider a Proclamation declaring April 25, 2024 as Arbor Day. *Presenter: Director Giles***

**11. ITEMS FOR DISCUSSION:**

- A. Continued Items from the Work Session if needed.**

**12. REVIEW AND DISCUSSION OF THE APRIL 9, 2024, CITY COUNCIL MEETING AGENDA.**

**13. MAYOR AND COUNCIL BUSINESS.**

**14. SIGNING OF PLATS.**

**15. REVIEW CALENDAR.**

**16. ADJOURN.**

**CERTIFICATE OF POSTING:**

I certify that the above notice and agenda were posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City ([www.plgrove.org](http://www.plgrove.org)) websites.

Posted by: /s/ Wendy Thorpe, City Recorder

Date: March 15, 2024

Time: 11:00 a.m.

Place: City Hall, Library and Community Room 108 S 100 E.

\*Note: In accordance with the Americans with Disabilities Act, Pleasant Grove City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Pleasant Grove City at (801) 785-5045, at least 48 hours prior to the meeting.

## **RESOLUTION NO. 2024-15**

### **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FLEET MANAGEMENT SERVICES WITH GAUGE AUTOMOTIVE.**

**WHEREAS**, Pleasant Grove City (“City”) is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

**WHEREAS**, Gauge Automotive, (“Contractor”) is a company organized under the laws of the State of Delaware; and

**WHEREAS**, City has need of fleet management services, specifically acquisition and sale of public safety vehicles; and

**WHEREAS**, Contractor has the knowledge and experience to provide said services; and

**WHEREAS**, Contractor was selected as the service provider that can provide the requested services in a cost-effective manner; and

**WHEREAS**, the City finds that Contractor has met the criteria to provide services; and

**WHEREAS**, the City Council finds it to be in the best interests of the citizens of Pleasant Grove City to engage Contractor, and enter into a Service Contract, to provide said services; and

**WHEREAS**, the Council finds that the Contract comports with state law and adequately addresses the City’s needs for services at this time; and

**WHEREAS**, on March 19, 2024 the Municipal Council held a duly noticed public meeting wherein they considered the facts regarding this matter; and

**WHEREAS**, after considering the Agreement, the Council finds the Agreement attached hereto as Exhibit “A” reasonably furthers the health, safety, and general welfare of the citizens of Pleasant Grove City.

**NOW, THEREFORE**, be it resolved by the Pleasant Grove City Council as follows:

### **SECTION I**

1. The Mayor of Pleasant Grove City is hereby authorized to sign the “Gauge Automotive Fleet Management Services Agreement” for acquisition and sale of public safety vehicles.

2. This resolution is effective immediately.

**SECTION II**

**THIS RESOLUTION APPROVED AND ADOPTED** this 19<sup>th</sup> day of March, 2024 by the City Council of Pleasant Grove City, Utah.

\_\_\_\_\_  
Guy L. Fugal, Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
Wendy Thorpe CMC  
City Recorder

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

<b><u>ROLL CALL</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>	<b><u>Absent</u></b>
Mayor Guy L. Fugal	_____	_____	_____	_____
Dianna Andersen	_____	_____	_____	_____
Eric Jensen	_____	_____	_____	_____
Cyd LeMone	_____	_____	_____	_____
Steve Rogers	_____	_____	_____	_____
Todd Williams	_____	_____	_____	_____

## GAUGE AUTOMOTIVE INC.

### FLEET MANAGEMENT SERVICES AGREEMENT

This Fleet Management Services Agreement (this “**Agreement**”) is made as of 2024 (“**Effective Date**”) between Pleasant Grove City (“**Owner**”), and Gauge Automotive Inc., a Delaware corporation (“**Manager**”).

**WHEREAS**, Owner owns and operates a fleet of motor vehicles (“**Vehicles**”), which operation includes the purchase and sale of Vehicles;

**WHEREAS**, Manager provides an online platform to facilitate the sale of used Vehicles and in connection therewith has access to data regarding market conditions for used Vehicle sales; and

**WHEREAS**, Owner desires to engage Manager to provide management services related to Owner’s purchase and sale of Vehicles (the “**Revolve Program**” or “**Procurement Program**”), as described in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, the parties hereto agree as follows:

#### 1. SERVICES AND COMPENSATION

1.1 Services. Subject to the terms and conditions of this Agreement and at Owner’s request and direction, Manager will perform for Owner the services (“**Services**”) described in **Exhibit A** during the term of this Agreement.

1.2 Compensation. As consideration for Manager’s performance of the Services, Owner will pay Manager the compensation set forth in **Exhibit B** or **Exhibit C**, based on the program.

#### 2. TERM AND TERMINATION

2.1 Term; Termination. This Agreement commences on the Effective Date and will continue for a period of two years (the “**Initial Term**”), unless earlier terminated as provided herein. Following the Initial Term, the Agreement will automatically renew for additional one-year terms (each, a “**Renewal Term**,” and all Renewal Terms, if any, together with the Initial Term, the “**Term**”), unless either party provides written notice of non-renewal to the other party no later than 30 days prior to the end of the then- current Term. Either party may terminate this Agreement by giving 30 days’ prior written notice to the other party.

2.2 Survival. Upon termination, all rights and duties of the parties toward each other cease except that: (a) within 30 days of the effective date of termination, Owner will pay all amounts owing to Manager as more fully set forth in **Exhibit B and Exhibit C**; and (b) Sections 2.2, 3.3, 3.4, 4, 5, 6 and 7 survive termination of this Agreement.

#### 3. MANAGER REPRESENTATIONS AND WARRANTIES

Manager hereby represents and warrants as follows:

3.1 Organization Representations; Enforceability. Manager is duly organized, validly existing, and in good standing in the jurisdiction stated in the preamble to this Agreement. The execution and delivery of this Agreement by Manager and the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Manager and this Agreement constitutes a valid and binding obligation of Manager that is enforceable in accordance with its terms.

3.2 No Conflict. The entering into and performance of this Agreement by Manager does not and will not: violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which Manager is a party or by which it or any of Manager’s property is or may become subject or bound, or violate any applicable law or government regulation.

3.3 Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, MANAGER'S SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND MANAGER HEREBY DISCLAIMS (AND OWNER HEREBY WAIVES AND RELEASES MANAGER FROM ALL LIABILITIES IN CONNECTION WITH) (A) ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE; (B) ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE; AND (C) ANY CLAIMS RESULTING FROM THE NEGLIGENCE, CONDUCT, ACT, WORK OR OMISSION OF ANY ENTITY OR INDIVIDUAL (OTHER THAN MANAGER PERSONNEL) PROVIDING ANY SERVICES IN ANY MANNER RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SHIPPING COMPANY DELIVERING VEHICLES OR ANY VEHICLE DEALER PURCHASING OR SELLING VEHICLES. WITHOUT LIMITING THE FOREGOING, MANAGER DOES NOT GUARANTEE OR WARRANTY ANY RESULTS OF THE SERVICES, INCLUDING WITHOUT LIMITATION, THE AVAILABILITY OF VEHICLES FOR OWNER TO PURCHASE OR THE AVAILABILITY OF PURCHASERS OF USED VEHICLES AT ANY PRICE, AND MANAGER DOES NOT GUARANTEE THAT ANY RECOMMENDATIONS IT PROVIDES WILL RESULT IN HIGHER PRICES FOR USED VEHICLES.

3.4 Limitation of Liability. EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF (A) OWNER'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD PARTY CLAIMS HEREUNDER AND (B) OWNER'S OBLIGATIONS INCURRED IN CONNECTION WITH EXHIBIT A ATTACHED HERETO, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR ANTICIPATED PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EXCEPT WITH RESPECT TO LIABILITIES ARISING OUT OF (A) OWNER'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD PARTY CLAIMS HEREUNDER AND (B) OWNER'S OBLIGATIONS INCURRED IN CONNECTION WITH EXHIBITS A AND B ATTACHED HERETO, IN NO EVENT SHALL A PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EXCEED AN AMOUNT EQUAL TO THE AMOUNTS EARNED BY MANAGER UNDER THIS AGREEMENT.

#### 4. OWNERS REPRESENTATIONS AND WARRANTIES

Owner hereby represents and warrants as follows:

4.1 Organization Representations; Enforceability. Owner is duly organized, validly existing, and in good standing in the jurisdiction stated in the preamble to this Agreement. The execution and delivery of this Agreement by Owner and the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of Owner and this Agreement constitutes a valid and binding obligation of Owner that is enforceable in accordance with its terms.

4.2 Authorization to Perform Services. Owner hereby authorizes Manager to perform the Services during the Term, including without limitation appointing Manager as a limited representative of Owner and granting Manager limited authority to bind Owner to certain obligations, as further described in **Exhibit A** attached hereto. Owner agrees to honor and fulfill all such obligations entered into or incurred during the Term.

#### 5. INDEMNIFICATION

5.1 Indemnification. Manager is an independent contractor (and is expressly not acting as a fiduciary) with the contractual duties described herein owing only to the Owner. Owner and Manager

hereby agree to the indemnity and other provisions set forth in this Section. The Owner's obligations set forth therein shall be in addition to any rights that any Indemnified Person (as defined below) may have at common law or otherwise.

(a) In the event that Manager or any of its directors, managers, agents, representatives or employees (collectively, the "**Indemnified Persons**") becomes involved in any capacity in any actual or threatened third-party action, claim, suit, investigation or proceeding (an "**Action**") arising out of, related to or in connection with this agreement or any matter referred to herein, the Owner will reimburse such Indemnified Person for the reasonable out-of-pocket costs and expenses (including counsel fees) of investigating, preparing for and responding to such Action or enforcing this agreement, as they are incurred. The Owner will also indemnify and hold harmless any Indemnified Person from and against, and the Owner agrees that no Indemnified Person shall have any liability to the Owner or its affiliates, or their respective owners, directors, officers, employees, security holders or creditors for, any losses, claims, damages or liabilities (collectively, "**Losses**") (A) related to or arising out of the Owner's actions or failures to act

(b) The Owner will not, without Manager's prior written consent (not to be unreasonably withheld), settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate (a "**Settlement**") any Action in respect of which indemnification is or may be sought hereunder (whether or not an Indemnified Person is a party thereto) unless such Settlement includes a release of each Indemnified Person from any Losses arising out of such Action. The Owner will not permit any such Settlement to include a statement as to, or an admission of, fault or culpability by or on behalf of an Indemnified Person without such Indemnified Person's prior written consent. No Indemnified Person seeking indemnification, reimbursement or contribution under this agreement will, without the Owner's prior written consent (not to be unreasonably withheld), agree to the Settlement of any Action.

## **6. INDEPENDENT CONTRACTOR; BENEFITS**

6.1 Independent Contractor. It is the express intention of the parties that Manager perform the Services as an independent contractor. Except as otherwise expressly set forth herein, Manager will not act as an agent, employee, or representative of Owner. Manager must furnish all tools and materials necessary to perform the Services, and will incur all expenses associated with performance, except as expressly provided for in **Exhibit B**.

6.2 Benefits. Manager acknowledges that neither Manager nor Manager's employees will receive benefits from Owner either as a Manager or employee. If a Manager employee is reclassified by a state or federal agency or court as an employee of Owner, Manager's employee will become a reclassified employee and will receive no benefits except those mandated by state or federal law, even if by the terms of Owner's benefit plans in effect at the time of the reclassification Manager's employee would otherwise be eligible for benefits.

## **7. MISCELLANEOUS**

7.1 Services and Information Prior to Effective Date. All services performed by Manager and all information and other materials disclosed between the parties prior to the Effective Date will be governed by the terms of this Agreement, except where the services are covered by a separate agreement between Manager and Owner.

7.2 Nonassignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that no such consent shall be required for an assignment to any successor to all or substantially

all of the assets of a party, whether by merger, acquisition, asset purchase, equity purchase, or the like. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

7.3 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) delivered by email, with receipt confirmed, (c) sent by first class registered mail, or air mail, as appropriate, or (d) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth on the signature page hereto. Either party may change its address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery in person, when sent by email if during the other party's business hours, and otherwise on the next business day, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

7.4 Waiver. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

7.5 Attorney Fees. In case of litigation or action to enforce any rights or conditions of this Agreement, or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party's reasonable attorney fees and costs incurred.

7.6 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

7.7 Miscellaneous. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. The internal laws of Utah, but not the choice of law rules, govern this Agreement. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms or conditions. This Agreement may be amended only by a writing signed by both parties.

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

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

**OWNER**

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**MANAGER**

**Gauge Automotive Inc.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notice: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT A**  
**Manager's Services**

1. Contact. Manager's principal contact with Owner:

Name: Brittany Long

Title: Municipal Accounts Executive

2. Services. Services include the following:

- (a) Provide recommendations to Owner regarding Vehicles to purchase for Owner's fleet based on resale value data available to Manager from its online platform.
- (b) Submit orders to car dealerships for Vehicles to be purchased by Owner and assist with such purchases. Manager will seek prior approval from Owner prior to submitting each such order, but in any event Owner agrees to be responsible for the full purchase price (including all taxes and fees) for any Vehicles ordered by Manager hereunder, as long as the purchase is approved by Owner with a Purchase Order.
- (c) Owner will designate which Vehicles to include in the Revolve Program, which can include Vehicles procured by Manager, along with any other Vehicles designated by Owner.
- (d) Prepare and provide to Owner a "fleet report" quarterly that includes a list of Vehicles that are included within the Revolve Program and an estimate of the current resale value of such Vehicles based on data available to Manager from its online platform.
- (e) Provide recommendations to Owner regarding Vehicles within the Revolve Program to sell based on resale value data available to Manager from its online platform.
- (f) Coordinate transportation for delivery of Vehicles purchased by Owner under this Exhibit A and for pickup when Vehicles within the Revolve Program are sold by Owner.
- (g) Upon request from Owner for a given Vehicle within the Revolve Program, sell such Vehicle through Manager's online platform, in accordance with Manager's standard terms and conditions for its online platform. The sale process includes (i) an inspection of the Vehicle by Manager, (ii) listing of the Vehicle on Manager's online platform, and (iii) once a buyer for the Vehicle is located, purchase of the Vehicle by Manager, with payment of the agreed purchase price to be due when Manager receives the title for said vehicle.

**EXHIBIT B**  
**Revolve Program**  
**Compensation**

1. Owner will pay Manager as follows:
  - (a) **Monthly Fee.** Monthly fee of \$200 for each Vehicle that is included in the Revolve Program (the “Fees”), commencing with the month in which such Vehicle is purchased in accordance with Exhibit A or, for Vehicles not purchased in accordance with Exhibit A, the month in which Owner provides such Vehicles VIN to Manager (email sufficient), and continuing until the earlier of (i) the date on which the Vehicle is sold or (ii) the date on which Owner provides written notice to Manager of removal of such Vehicle from the Revolve Program.
  - (b) **Discount.** For any month in which Owner has at least 10 Vehicles within the Revolve Program, the Fee described above shall be reduced to \$100 per month for each Vehicle that is included in the Revolve Program.
2. The Fees set forth above shall accrue for a specific Vehicle for so long as such Vehicle is in the Revolve Program. Upon sale of such Vehicle through the Manager’s online platform, Manager shall be entitled to deduct the amount of the accrued but unpaid Fees for such Vehicle from the sale price payable to Owner.
3. In the event Owner removes a Vehicle from the Revolve Program (including without limitation by selling such Vehicle other than through Manager’s online platform), Owner shall pay Manager, on the date of such removal, an amount for such Vehicle equal to the greater of (a) the accrued but unpaid monthly fees for such Vehicle within the Revolve Program, or (a) \$1,200.
4. In the event this Agreement is terminated by either party for any reason, Owner shall pay Manager an amount for each Vehicle within the Revolve Program as of the date of such termination equal to the greater of (a) the accrued but unpaid monthly fees for such Vehicle within the Revolve Program, or (a) \$1,200.
5. Owner will reimburse Manager for all expenses that have been pre-approved by Owner as they are incurred by Manager in performing Services pursuant to this Agreement. Amounts billed as expenses shall be accompanied by documentation evidencing the expenses.
6. Manager will submit to Owner a written invoice monthly for fees and expenses that have become due and payable hereunder. Unless otherwise set forth in this Agreement, all payments shall be made within 30 days upon of receipt of invoice.
7. Notwithstanding anything to the contrary in this Agreement, Manager may, at its option, reduce any amounts payable by Manager to Owner under this Agreement by amounts owed by Owner to Manager under this Agreement.

**EXHIBIT C**  
**Procurement Program**  
**Compensation**

1. Owner will pay Manager as follows:
  - (a) *Procurement fee* of \$595 for each Vehicle that is procured by Manager, due the month in which such Vehicle is purchased in accordance with Exhibit A.
  - (b) *Vehicle Remarketing and Logistics Fee* of \$595 will be subtracted from the sales price of the vehicle at the end of the term.
2. Owner will reimburse Manager for all expenses that have been pre-approved by Owner as they are incurred by Manager in performing Services pursuant to this Agreement. Amounts billed as expenses shall be accompanied by documentation evidencing the expenses.
3. Notwithstanding anything to the contrary in this Agreement, Manager may, at its option, reduce any amounts payable by Manager to Owner under this Agreement by amounts owed by Owner to Manager under this Agreement.

## **ORDINANCE NO. 2024-06**

**AN ORDINANCE OF THE PLEASANT GROVE CITY COUNCIL, UTAH COUNTY, UTAH, PERMANENTLY ABANDONING A PERPETUAL EASEMENT OF 396 SQUARE FEET FOR CONSTRUCTION AND MAINTENANCE OF WATER LINES OVER PROPERTY LOCATED IN THE BLOSSOM HILL SUBDIVISION AT APPROXIMATELY 1099 EAST AND 200 SOUTH PLEASANT GROVE CITY, UTAH AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City was granted a perpetual easement in 1937 for a small strip of land four feet wide and ninety-nine feet long (approximately 396 square feet total) for the placement, construction and maintenance of a water line; and

**WHEREAS**, said easement was recorded as entry #641 in Book 357 at Page 516 with the Utah County Recorder; and

**WHEREAS**, currently there are no existing water lines in this area; and

**WHEREAS**, the development of Blossom Hill Subdivision will provide new waterlines in the public right of way; and

**WHEREAS**, the City Council has determined that there is good cause for the action and that the action will not be detrimental to the public interest, nor materially injure any person or the public interest; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Pleasant Grove City, Utah County, State of Utah, as follows:

### **SECTION 1:**

1. The Mayor is authorized to sign the “Vacation of Easement” document which will be recorded at the Utah County Recorders Office as described in Exhibit “A” and incorporated herein.
2. Said vacation shall not impair any right-of-way or easement of any lot owner(s); or the franchise rights of any public utility.
3. The Mayor is authorized to execute all documents related to vacating the described easement.

### **SECTION 2:**

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

**SECTION 3: EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage and shall be posted or published as required by law.

**SECTION 4: APPROVED AND ADOPTED AND MADE EFFECTIVE** by the City Council of Pleasant Grove City, Utah County, Utah, this 19th day of March, 2024.

\_\_\_\_\_  
Guy Fugal, Mayor

ATTEST:

\_\_\_\_\_  
Wendy Thorpe, CMC  
City Recorder

(SEAL)

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

<b><u>ROLL CALL</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>	<b><u>Absent</u></b>
Mayor Guy L. Fugal	_____	_____	_____	_____
Dianna Andersen	_____	_____	_____	_____
Steve Rogers	_____	_____	_____	_____
Eric Jensen	_____	_____	_____	_____
Cyd LeMone	_____	_____	_____	_____
Todd Williams	_____	_____	_____	_____

**CERTIFICATE OF POSTING ORDINANCE**  
**Pleasant Grove City Corporation**

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that a summary of the foregoing Ordinance No. \_\_\_\_\_ was posted on the State (<http://pmn.utah.gov>) website on this \_\_\_\_ day of \_\_\_\_\_, 2024.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Wendy Thorpe, CMC, City Recorder

**WHEN RECORDED MAIL TO:**

Pleasant Grove City  
70 South 100 East  
Pleasant Grove, Utah 84062

**VACATION OF EASEMENT FOR RIGHT-OF-WAY**

PLEASANT GROVE CITY, a municipal corporation of the State of Utah, hereby vacates an exclusive easement and right of way on the parcel of land and created by Easement of Right-of-Way recorded July 15, 1941 as Entry No. 6541 in Book 357 at Page 516 located in Utah County, State of Utah. The easement that is vacated by this instrument is described as follows:

A strip of land 4 feet wide 2 feet each side of following described center. Commencing at a point 9.70 chains South and 698 Feet East from the N.W. Cor. Of Sec. 27, T5 So. R 2 E. SLB&M Thence North 99 Feet.

**IN WITNESS WHEREOF**, this exclusive easement is hereby vacated by the undersigned on this \_\_\_ day of \_\_\_\_\_, 2024.

**PLEASANT GROVE CITY, a municipal corporation**

**AUTHORIZED CITY OFFICIAL**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Title

State of Utah

ss

County of Utah

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me \_\_\_\_\_, the signer of the foregoing instrument, who duly acknowledged to me that s/he executed the same.

NOTARY PUBLIC

(Print Name)

\_\_\_\_\_  
Signature

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

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_



517

The foregoing Deed is hereby accepted by Pleasant Grove City upon the terms and conditions stated therein and said City does hereby agree to perform and comply with all conditions and acts therein provided by it to be performed.

WITNESS, The name and seal of Pleasant Grove City hereto affixed by its Mayor thereunto authorized by resolution of the city council of Pleasant Grove City duly passed and adopted this 21 day of May, A. D. 1938.

PLEASANT GROVE CITY, a municipal corporation

By S. A. Kark Its Mayor and S. LeGarde White Its Recorder



RECORDED AT 11 a.m.

(Seal)

JUL 15 1941  
ELOISE P. FILLMORE,  
UTAH COUNTY RECORDER

6541

EASEMENT FOR RIGHT-OF-WAY

Benjamin F. Adams and Margaret A. Adams his wife, Grantors,

of Pleasant Grove, Utah County, State of Utah, hereby convey AND WARRANT to Pleasant Grove City, a municipal corporation, of the state of Utah Grantee for the sum of Five Thousand No/100 Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the right, privilege and authority to construct, lay, operate, maintain and remove its water lines, pipe lines, gates, and boxes, including the necessary conduits and fixtures upon, over through and across the property of the grantors, which they own, or in which they have any interest, which property is located in the County of Utah, State of Utah, and is bounded and described as follows, to-wit:

A strip of land 4 Feet wide 2 Feet each side of following described center. Commencing at a point 9.70 chains South and 698 Feet East from the N. W. Cor. of Sec. 27, T 5 So. R 2 E. S I B & M Thence North 99 Feet.

Together with right of ingress, egress and regress to and from said lines and right-of-way, over and across, upon and through the above described property, with the right to the use of all rights-of-way or easements incident to said land.

The said Grantee shall have the right to go upon said lands at all times, for the purpose of repairing, maintaining, replacing, and operating its water mains, lines and gates.

The City agrees to pay the grantors all damages caused by it in the operation of its water works system through the property of the grantors; said damages, if any, to be determined by three disinterested appraisers. One to be appointed by the City, one by the grantors, and they to choose a third.

WITNESS the hands of said Grantors this 27 day of Dec 1937.

SIGNED IN THE PRESENCE OF :

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

Benjamin F. Adams  
Mrs. Ben Adams  
Margaret A. Adams

STATE OF UTAH :  
                  : SS.  
COUNTY OF UTAH :

On the 27 day of Dec, 1937, personally appeared before the signers of the within instrument, who duly acknowledged

518

to me that they executed the same.



*Junius A. West*  
Notary Public

Commission expires:

Residence:

*Aug 20, 1937*

*Pleasant Grove, Utah*

RECORDED AT *11:06* A.M.

JUL 15 1941

ELOISE P. FILLMORE,  
UTAH COUNTY RECORDER

*Horace Monson*

6542

EASEMENT FOR RIGHT-OF-WAY

Horace E. Monson

and

his wife, Grantors,  
of Pleasant Grove, Utah County, State of Utah, hereby convey  
AND WARRANT to Pleasant Grove City, a municipal corporation,  
of the State of Utah, Grantee  
for the sum of Fifty and no/100 Dollars, (\$50.00 )  
and other good and valuable considerations, the receipt of which  
is hereby acknowledged, the right, privilege and authority to  
conserve, lay, operate, maintain and remove its water lines,  
pipe lines, gates, and boxes, including the necessary conduits  
and fixtures upon, over through and across the property of the  
grantors, which they own, or in which they have any interest,  
which property is located in the County of Utah, State of Utah,  
and is bounded and described as follows, to-wit:

A strip of land 1 rod wide,  $\frac{1}{2}$  rod each side of following  
described center. Commencing at a point 5.75 chains N. and  
18.25 chains East, from the S. W. Cor. of the S. E.  $\frac{1}{4}$  of Sec. 21  
T 5 36. R. 2 E. S 1 E & M, thence S. 51<sup>00'</sup> E. 31 feet, thence  
S 42<sup>00'</sup> E. 161 feet.

Together with right of ingress, egress and egress to and from  
said lines and right-of-way, over and across, upon and through  
the above described property, with the right to the use of all  
rights-of-way or easements incident to said land.

The said Grantee shall have the right to go upon said lands  
at all times, for the purpose of repairing, maintaining, re-  
placing, and operating its water mains, lines and gates.

The City agrees to pay the grantors all damages caused by it  
in the operation of its water works system through the property  
of the grantors; said damages, if any, to be determined by three  
disinterested appraisers. One to be appointed by the City, one  
by the grantors, and they to choose a third.

WITNESS the hands of said Grantors this \_\_\_ day of \_\_\_ 1937.

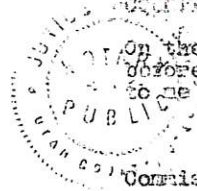
SIGNED IN THE PRESENCE OF :

*J. A. West*

*Horace E. Monson*  
*Bernice S. Monson*

STATE OF UTAH :  
: SS.

COUNTY OF UTAH :



On the *10th* day of *December*, 1937, personally appeared  
before the signers of the within instrument, who duly acknowledged  
to me that they executed the same.

*Junius A. West*  
Notary Public

Commission expires:

Residence:

*Aug 20, 1937*

*Pleasant Grove, Utah*

RECORDED AT *11:06* A.M.

JUL 15 1941

ELOISE P. FILLMORE,  
UTAH COUNTY RECORDER

March 12, 2024

Mayor Guy Fugal  
70 South 100 East  
Pleasant Grove, Utah 84062

**Subject: 200 W; 400 North to Center St Waterline and Roadway Reconstruction**

Dear Mayor,

Attached is the bid tabulation for the 200 W; 400 North to Center St Waterline and Roadway Reconstruction Project. The low bidder was Awolf Construction, LLC with a Base Bid price of \$802,203.42 which was 38 percent below the engineers estimate. This project was posted on the Utah Public Procurement Place. There was a total of eight bids received on the project with an average base bid price of \$1,202,654.60.

We recommend the project Base Bid be awarded to Awolf Construction, LLC for a total of \$802,203.42. We have checked their license, and references and have found everything in order.

Attached are two (2) copies of the Notice of Award if the City so chooses to award this project to Awolf Construction, LLC.

Sincerely,

Britton Tveten, P.E.  
Staff Engineer

Document 003600

**NOTICE OF AWARD**

To: Awolf Construction, LLC  
2158 N 160 E  
Pleasant Grove, UT 84062

PROJECT Description: Pleasant Grove City – 200 West; 400 North to Center St Waterline & Roadway Reconstruction.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 2024, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 802,203.42 .

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this 19 day of March, 2024.

Pleasant Grove City  
Owner

By \_\_\_\_\_  
Guy Fugal, Mayor

ACCEPTANCE OF NOTICE  
Receipt of the above NOTICE OF  
AWARD is hereby acknowledged

Attest: \_\_\_\_\_  
Wendy Thorpe, City Recorder

By \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_

Title \_\_\_\_\_

200 W: 400 North to Center St Waterline and Roadway Reconstruction  
 Project Number: 2022-25  
 Bid Tabulation  
 Bids were due on March 12, 2024 at 3:00 p.m.

Contractors	Base Bid
Awolf Construction, LLC	<b>\$802,203.42</b>
PNL Construction Inc.	<b>\$899,973.33</b>
Newman Construction	<b>\$1,110,000.00</b>
BD Bush Excavation	<b>\$1,181,369.00</b>
Landmark Excavating, Inc.	<b>\$1,264,586.00</b>
Kilgore Contracting	<b>\$1,281,283.00</b>
Staker & Parson Companies	<b>\$1,298,383.00</b>
FCI Companies	<b>\$1,783,439.02</b>
Average	<b>\$1,202,654.60</b>

UNIT PRICE SCHEDULE - BASE BID			Engineer's Estimate		Awolf Construction, LLC		PNL Construction Inc.		Newman Construction		BD Bush Excavation		Landmark Excavating, Inc.		Kilgore Contracting		Staker & Parson Companies		FCI Companies		
Item #	Description	Unit	Quantity	Unit Price	COST	Unit Price	COST	Unit Price	COST	Unit Price	COST	34250	COST	Unit Price	COST	Unit Price	COST	Unit Price	COST	Unit Price	COST
1	Mobilization	Lump	1	\$113,000.00	\$113,000.00	\$69,950.00	\$69,950.00	\$45,000.00	\$45,000.00	\$55,158.00	\$55,158.00	\$34,250.00	\$34,250.00	\$125,000.00	\$125,000.00	\$258,000.00	\$258,000.00	\$87,800.00	\$87,800.00	\$56,000.00	\$56,000.00
2	Traffic Control	Lump	1	\$57,000.00	\$57,000.00	\$5,000.00	\$5,000.00	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00	\$23,600.00	\$23,600.00	\$80,000.00	\$80,000.00	\$17,000.00	\$17,000.00	\$46,800.00	\$46,800.00	\$54,700.00	\$54,700.00
3	Roadway Excavation (Plan Quantity)	CY	2,593	\$30.00	\$77,790.00	\$28.83	\$74,756.19	\$29.25	\$75,845.25	\$61.00	\$158,173.00	\$52.00	\$134,836.00	\$46.00	\$119,278.00	\$83.30	\$215,996.90	\$31.00	\$80,383.00	\$57.30	\$148,578.90
4	Soft Spot Repair (Contingency Item)	CY	111	\$90.00	\$9,990.00	\$46.95	\$5,211.45	\$58.00	\$6,438.00	\$106.00	\$11,766.00	\$80.00	\$8,880.00	\$100.00	\$11,100.00	\$110.00	\$12,210.00	\$118.00	\$13,098.00	\$49.80	\$5,527.80
5	Untreated Road Base (Plan Quantity)	CY	1,711	\$45.00	\$76,995.00	\$47.89	\$81,939.79	\$47.00	\$80,417.00	\$46.00	\$78,706.00	\$61.00	\$104,371.00	\$66.00	\$112,926.00	\$65.00	\$111,215.00	\$60.00	\$102,660.00	\$164.00	\$280,604.00
6	Hot Mix Asphalt (APWA Class II)	Ton	1,557	\$120.00	\$186,840.00	\$99.19	\$154,438.83	\$116.00	\$180,612.00	\$122.00	\$189,954.00	\$107.00	\$166,599.00	\$117.00	\$182,169.00	\$107.00	\$166,599.00	\$120.00	\$186,840.00	\$286.32	\$445,800.24
7	Remove Concrete Cross Gutter	SF	365	\$10.00	\$3,650.00	\$8.70	\$3,175.50	\$4.65	\$1,697.25	\$6.00	\$2,190.00	\$5.00	\$1,825.00	\$2.00	\$730.00	\$5.55	\$2,025.75	\$6.00	\$2,190.00	\$12.50	\$4,562.50
8	Install Concrete Cross Gutter	SF	280	\$32.00	\$8,960.00	\$9.00	\$2,520.00	\$17.80	\$4,984.00	\$33.75	\$9,450.00	\$24.00	\$6,720.00	\$15.00	\$4,200.00	\$33.20	\$9,296.00	\$34.50	\$9,660.00	\$25.00	\$7,000.00
9	Remove and Install Curb and Gutter	LF	597	\$57.00	\$34,029.00	\$29.14	\$17,396.58	\$44.25	\$26,417.25	\$75.00	\$44,775.00	\$106.00	\$63,282.00	\$47.00	\$28,059.00	\$49.75	\$29,700.75	\$51.00	\$30,447.00	\$85.21	\$50,870.37
10	Remove and Install Concrete Sidewalk	SF	1,434	\$27.00	\$38,718.00	\$9.88	\$14,167.92	\$13.37	\$19,172.58	\$19.50	\$27,963.00	\$16.50	\$23,661.00	\$11.00	\$15,774.00	\$14.40	\$20,649.60	\$15.00	\$21,510.00	\$27.80	\$39,865.20
11	Remove and Install Concrete Driveway	SF	1,050	\$28.00	\$29,400.00	\$9.88	\$10,374.00	\$15.00	\$15,750.00	\$21.50	\$22,575.00	\$22.50	\$23,625.00	\$13.00	\$13,650.00	\$19.90	\$20,895.00	\$20.70	\$21,735.00	\$25.90	\$27,195.00
12	Pedestrian Access Ramp	Ea	7	\$5,000.00	\$35,000.00	\$3,387.00	\$23,709.00	\$3,600.00	\$25,200.00	\$4,015.00	\$28,105.00	\$4,100.00	\$28,700.00	\$3,100.00	\$21,700.00	\$5,530.00	\$38,710.00	\$5,750.00	\$40,250.00	\$3,500.00	\$24,500.00
13	Adjust Valve Collar to Grade	Ea	15	\$850.00	\$12,750.00	\$460.00	\$6,900.00	\$550.00	\$8,250.00	\$560.00	\$8,400.00	\$900.00	\$13,500.00	\$2,000.00	\$30,000.00	\$1,050.00	\$15,750.00	\$1,100.00	\$16,500.00	\$580.00	\$8,700.00
14	Adjust Manhole Collar to Grade	Ea	5	\$1,000.00	\$5,000.00	\$570.00	\$2,850.00	\$850.00	\$4,250.00	\$1,060.00	\$5,300.00	\$1,100.00	\$5,500.00	\$3,500.00	\$17,500.00	\$830.00	\$4,150.00	\$860.00	\$4,300.00	\$660.00	\$3,300.00
15	8" C-900 Water Line	FT	1,590	\$120.00	\$190,800.00	\$58.75	\$93,412.50	\$83.00	\$131,970.00	\$87.00	\$138,330.00	\$120.00	\$190,800.00	\$100.00	\$159,000.00	\$52.00	\$82,680.00	\$128.00	\$203,520.00	\$85.72	\$136,294.80
16	8" Gate Valves	Ea	7	\$3,800.00	\$26,600.00	\$3,163.26	\$22,142.82	\$2,870.00	\$20,090.00	\$3,790.00	\$26,530.00	\$2,550.00	\$17,850.00	\$4,400.00	\$30,800.00	\$3,715.00	\$26,005.00	\$3,200.00	\$22,400.00	\$3,550.00	\$24,850.00
17	8" bends and sleeves	Ea	4	\$1,500.00	\$6,000.00	\$1,056.05	\$4,224.20	\$675.00	\$2,700.00	\$1,380.00	\$5,520.00	\$815.00	\$3,260.00	\$1,500.00	\$6,000.00	\$2,020.00	\$8,080.00	\$1,100.00	\$4,400.00	\$1,396.98	\$5,587.92
18	8" Tee	Ea	3	\$2,000.00	\$6,000.00	\$2,402.77	\$7,208.31	\$980.00	\$2,940.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$1,800.00	\$5,400.00	\$2,300.00	\$6,900.00	\$2,000.00	\$6,000.00	\$1,972.43	\$5,917.29
19	Culinary Service Connection	Ea	29	\$4,200.00	\$121,800.00	\$2,188.20	\$63,457.80	\$2,600.00	\$75,400.00	\$2,850.00	\$82,650.00	\$3,485.00	\$101,065.00	\$3,300.00	\$95,700.00	\$3,500.00	\$101,500.00	\$4,800.00	\$139,200.00	\$6,000.00	\$174,000.00
20	Connect to Existing Fire Hydrant	Ea	1	\$3,200.00	\$3,200.00	\$4,656.38	\$4,656.38	\$4,500.00	\$4,500.00	\$5,780.00	\$5,780.00	\$4,000.00	\$4,000.00	\$6,700.00	\$6,700.00	\$5,500.00	\$5,500.00	\$5,300.00	\$5,300.00	\$2,500.00	\$2,500.00
21	Remove Fire Hydrant	Ea	1	\$2,000.00	\$2,000.00	\$1,914.90	\$1,914.90	\$800.00	\$800.00	\$1,420.00	\$1,420.00	\$1,280.00	\$1,280.00	\$1,000.00	\$1,000.00	\$2,350.00	\$2,350.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
22	Install Fire Hydrant	Ea	2	\$12,000.00	\$24,000.00	\$8,841.80	\$17,683.60	\$9,800.00	\$19,600.00	\$11,275.00	\$22,550.00	\$10,600.00	\$21,200.00	\$12,000.00	\$24,000.00	\$9,350.00	\$18,700.00	\$11,200.00	\$22,400.00	\$12,650.25	\$25,300.50
23	4" C-900 Water Line	FT	1,255	\$90.00	\$112,950.00	\$38.00	\$47,690.00	\$63.00	\$79,065.00	\$63.00	\$79,065.00	\$94.00	\$117,970.00	\$80.00	\$100,400.00	\$32.00	\$40,160.00	\$98.00	\$122,990.00	\$63.90	\$80,194.50
24	4" Gate Valves	Ea	1	\$2,500.00	\$2,500.00	\$2,075.69	\$2,075.69	\$2,100.00	\$2,100.00	\$2,600.00	\$2,600.00	\$1,600.00	\$1,600.00	\$3,200.00	\$3,200.00	\$2,650.00	\$2,650.00	\$6,000.00	\$6,000.00	\$2,900.00	\$2,900.00
25	4" Bends and Sleeves	Ea	1	\$1,200.00	\$1,200.00	\$1,968.48	\$1,968.48	\$425.00	\$425.00	\$2,065.00	\$2,065.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$1,100.00	\$1,100.00	\$1,210.00	\$1,210.00
26	4" Tee	Ea	2	\$2,000.00	\$4,000.00	\$1,511.54	\$3,023.08	\$650.00	\$1,300.00	\$1,450.00	\$2,900.00	\$925.00	\$1,850.00	\$1,200.00	\$2,400.00	\$950.00	\$1,900.00	\$1,700.00	\$3,400.00	\$1,490.00	\$2,980.00
27	Secondary Service Connection	Ea	21	\$4,200.00	\$88,200.00	\$2,292.40	\$48,140.40	\$1,850.00	\$38,850.00	\$2,975.00	\$62,475.00	\$3,225.00	\$67,725.00	\$2,500.00	\$52,500.00	\$2,600.00	\$54,600.00	\$3,900.00	\$81,900.00	\$6,000.00	\$126,000.00
28	Secondary Meter Only	Ea	8	\$2,500.00	\$20,000.00	\$1,527.00	\$12,216.00	\$1,150.00	\$9,200.00	\$1,200.00	\$9,600.00	\$990.00	\$7,920.00	\$1,800.00	\$14,400.00	\$920.00	\$7,360.00	\$1,700.00	\$13,600.00	\$4,500.00	\$36,000.00
<b>BASE BID A TOTAL</b>				<b>\$1,298,372.00</b>		<b>\$802,203.42</b>		<b>\$899,973.33</b>		<b>\$1,110,000.00</b>		<b>\$1,181,369.00</b>		<b>\$1,264,586.00</b>		<b>\$1,281,283.00</b>		<b>\$1,298,383.00</b>		<b>\$1,783,439.02</b>	

Items shown in RED are corrected mathematical errors based on unit prices provided

March 14, 2024

Mayor Guy Fugal  
70 South 100 East  
Pleasant Grove, Utah 84062

**Subject: Orchard Drive and Locust Avenue Safe Sidewalks**

Dear Mayor,

Attached is the bid tabulation for the Orchard Drive and Locust Avenue Safe Sidewalks Project. The low bidder was Pronghorn Construction, Inc with a Base Bid price of \$220,381.00 which was 32 percent below the engineers estimate. This project was posted on the Utah Public Procurement Place. There was a total of seven bids received on the project with an average base bid price of \$292,464.16.

We recommend the project Base Bid be awarded to Pronghorn Construction, Inc for a total of \$220,381.00. We have checked their license, and references and have found everything in order.

Attached are two (2) copies of the Notice of Award if the City so chooses to award this project to Pronghorn Construction, Inc.

Sincerely,

Britton Tveten, P.E.  
Staff Engineer

**DOCUMENT 00 36 00**

**NOTICE OF AWARD**

To: Pronghorn Construction, Inc

PROJECT Description: Pleasant Grove City – Orchard Dr & Locust Ave Safe Sidewalks

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated February 21, 2024, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 220,381.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this 19 day of, March 2024.

Pleasant Grove City

Owner

ACCEPTANCE OF NOTICE

By \_\_\_\_\_

Receipt of the above NOTICE OF

AWARD is hereby acknowledged

Title Mayor

By \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_

Title \_\_\_\_\_

Orchard Drive and Locust Avenue Safe Sidewalks  
Project Number: 2022-05

Bid Tabulation

Bids were due on March 13, 2024 at 2:00 p.m.

Contractors	Base Bid
Pronghorn Construction, Inc	\$220,381.00
Smith Brothers Construction	\$223,746.74
R. Cherrington Enterprise LLC	\$234,849.00
Quicksilver Concrete, Inc	\$255,940.00
B. Hansen Construction Inc	\$293,400.00
Acme Construction, Inc	\$367,195.00
FCI Companies	\$451,737.41
Average	\$292,464.16

UNIT PRICE SCHEDULE - BASE BID				Engineer's Estimate		Pronghorn Construction, Inc		Smith Brothers Construction		R. Cherrington Enterprise LLC		Quicksilver Concrete, Inc		B. Hansen Construction Inc		Acme Construction, Inc		FCI Companies	
Item #	Description	Unit	Quantity	Unit Price	COST	Unit Price	COST	Unit Price	COST	Unit Price	COST	Unit Price	COST	Unit Price	COST	Unit Price	COST	Unit Price	COST
1	MOBILIZATION	LUMP	1	\$30,000.00	\$30,000.00	\$12,500.00	\$12,500.00	\$20,263.00	\$20,263.00	\$27,000.00	\$27,000.00	\$19,400.00	\$19,400.00	\$7,095.50	\$7,095.50	\$58,000.00	\$58,000.00	\$28,000.00	\$28,000.00
2	TRAFFIC CONTROL	LUMP	1	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00	\$22,350.00	\$22,350.00
3	SURVEY	LUMP	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$5,200.00	\$5,200.00	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00	\$12,500.00	\$12,500.00	\$21,000.00	\$21,000.00
4	REMOVE ASPHALT PAVEMENT (PLAN QUANTITY)	SQ. YD.	468	\$12.00	\$5,616.00	\$26.00	\$12,168.00	\$24.00	\$11,232.00	\$14.75	\$6,903.00	\$21.00	\$9,828.00	\$28.50	\$13,338.00	\$15.00	\$7,020.00	\$7.00	\$3,276.00
5	REMOVE ASPHALT CURB	FOOT	300	\$5.00	\$1,500.00	\$3.00	\$900.00	\$9.75	\$2,925.00	\$4.50	\$1,350.00	\$6.00	\$1,800.00	\$12.00	\$3,600.00	\$3.00	\$900.00	\$15.00	\$4,500.00
6	REMOVE MOW CURB	FOOT	80	\$5.00	\$400.00	\$4.00	\$320.00	\$8.80	\$704.00	\$5.75	\$460.00	\$4.00	\$320.00	\$12.00	\$960.00	\$3.00	\$240.00	\$12.00	\$960.00
7	REMOVE PIPE	FOOT	24	\$30.00	\$720.00	\$24.00	\$576.00	\$119.00	\$2,856.00	\$37.75	\$906.00	\$45.00	\$1,080.00	\$75.00	\$1,800.00	\$40.00	\$960.00	\$141.67	\$3,400.08
8	REMOVE CATCH BASIN	EACH	2	\$1,500.00	\$3,000.00	\$600.00	\$1,200.00	\$2,136.00	\$4,272.00	\$700.00	\$1,400.00	\$1,000.00	\$2,000.00	\$2,200.00	\$4,400.00	\$1,850.00	\$3,700.00	\$1,250.00	\$2,500.00
9	CLEARING AND GRUBBING	LUMP	1	\$20,000.00	\$20,000.00	\$3,300.00	\$3,300.00	\$11,592.00	\$11,592.00	\$5,250.00	\$5,250.00	\$9,500.00	\$9,500.00	\$20,500.00	\$20,500.00	\$19,000.00	\$19,000.00	\$700.00	\$700.00
10	RELOCATE MAIL BOX	EACH	1	\$250.00	\$250.00	\$200.00	\$200.00	\$250.00	\$250.00	\$460.00	\$460.00	\$400.00	\$400.00	\$500.00	\$500.00	\$325.00	\$325.00	\$250.00	\$250.00
11	RELOCATE SIGN	EACH	1	\$250.00	\$250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$410.00	\$410.00	\$300.00	\$300.00	\$850.00	\$850.00	\$700.00	\$700.00	\$250.00	\$250.00
12	RELOCATE CHAIN LINK FENCE	FOOT	60	\$45.00	\$2,700.00	\$39.00	\$2,340.00	\$25.20	\$1,512.00	\$60.00	\$3,600.00	\$55.00	\$3,300.00	\$32.00	\$1,920.00	\$26.00	\$1,560.00	\$15.00	\$900.00
13	GRAVEL DRIVEWAY	SQ. FT.	305	\$15.00	\$4,575.00	\$3.00	\$915.00	\$6.81	\$2,077.05	\$4.00	\$1,220.00	\$3.00	\$915.00	\$6.00	\$1,830.00	\$5.00	\$1,525.00	\$9.00	\$2,745.00
14	ROADWAY EXCAVATION (PLAN QUANTITY)	CU. YD.	250	\$60.00	\$15,000.00	\$48.00	\$12,000.00	\$31.00	\$7,750.00	\$80.00	\$20,000.00	\$50.00	\$12,500.00	\$65.00	\$16,250.00	\$90.00	\$22,500.00	\$57.30	\$14,325.00
15	GRANULAR BORROW (PLAN QUANTITY)	CU. YD.	131	\$60.00	\$7,860.00	\$83.00	\$10,873.00	\$124.00	\$16,244.00	\$83.00	\$10,873.00	\$90.00	\$11,790.00	\$68.00	\$8,908.00	\$120.00	\$15,720.00	\$50.00	\$6,550.00
16	UNTREATED BASE COURSE (PLAN QUANTITY)	CU. YD.	98	\$65.00	\$6,370.00	\$83.00	\$8,134.00	\$92.50	\$9,065.00	\$86.00	\$8,428.00	\$95.00	\$9,310.00	\$78.00	\$7,644.00	\$130.00	\$12,740.00	\$164.00	\$16,072.00
17	ASPHALT PAVEMENT (PLAN QUANTITY)	SQ. YD.	439	\$55.00	\$24,145.00	\$53.00	\$23,267.00	\$33.81	\$14,842.59	\$28.00	\$12,292.00	\$48.00	\$21,072.00	\$55.00	\$24,145.00	\$45.00	\$19,755.00	\$286.32	\$125,694.48
18	24 INCH CONCRETE CURB AND GUTTER	FOOT	596	\$35.00	\$20,860.00	\$36.00	\$21,456.00	\$45.00	\$26,820.00	\$46.00	\$27,416.00	\$50.00	\$29,800.00	\$32.00	\$19,072.00	\$50.00	\$25,000.00	\$85.00	\$50,660.00
19	CONCRETE SIDEWALK	SQ. FT.	2,300	\$15.00	\$34,500.00	\$7.00	\$16,100.00	\$8.50	\$19,550.00	\$9.00	\$20,700.00	\$10.00	\$23,000.00	\$12.50	\$28,750.00	\$9.00	\$20,700.00	\$18.00	\$41,400.00
20	CORNER PEDESTRIAN ACCESS RAMP	EACH	2	\$5,500.00	\$11,000.00	\$3,600.00	\$7,200.00	\$3,067.20	\$6,134.40	\$2,800.00	\$5,600.00	\$3,500.00	\$7,000.00	\$5,500.00	\$11,000.00	\$2,200.00	\$4,400.00	\$3,500.00	\$7,000.00
21	CONCRETE DRIVEWAY FLARED, 6 INCH THICK	SQ. FT.	1,350	\$18.00	\$24,300.00	\$10.00	\$13,500.00	\$9.50	\$12,825.00	\$12.50	\$16,875.00	\$12.50	\$16,875.00	\$13.25	\$17,887.50	\$14.00	\$18,900.00	\$24.00	\$32,400.00
22	LANDSCAPE COBBLE	SQ. YD.	66	\$32.00	\$2,112.00	\$62.00	\$4,092.00	\$18.90	\$1,247.40	\$34.00	\$2,244.00	\$45.00	\$2,070.00	\$40.00	\$2,640.00	\$100.00	\$6,600.00	\$21.50	\$1,419.00
23	CONCRETE MOW CURB	FOOT	100	\$30.00	\$3,000.00	\$28.00	\$2,800.00	\$5.50	\$550.00	\$34.50	\$3,450.00	\$15.00	\$1,500.00	\$30.00	\$3,000.00	\$29.00	\$2,900.00	\$8.00	\$800.00
24	PAVEMENT MARKING PAINT	FOOT	650																
25	PAVEMENT MESSAGE PAINT	EACH	10																
26	LANDSCAPE RESTORATION	SQ. YD.	180	\$45.00	\$8,100.00	\$42.00	\$7,560.00	\$2.50	\$450.00	\$23.00	\$4,140.00	\$65.00	\$11,700.00	\$56.00	\$10,080.00	\$36.00	\$6,480.00	\$16.67	\$3,000.60
27	RECONSTRUCT VALVE BOX	EACH	3	\$1,250.00	\$3,750.00	\$900.00	\$2,700.00	\$936.00	\$2,808.00	\$600.00	\$1,800.00	\$350.00	\$1,050.00	\$1,000.00	\$3,000.00	\$865.00	\$2,595.00	\$450.00	\$1,350.00
28	REMOVE FIRE HYDRANT	EACH	1	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$1,680.00	\$1,680.00	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00	\$5,800.00	\$5,800.00	\$6,285.00	\$6,285.00	\$2,500.00	\$2,500.00
29	FIRE HYDRANT	EACH	1	\$16,000.00	\$16,000.00	\$9,650.00	\$9,650.00	\$9,205.00	\$9,205.00	\$9,000.00	\$9,000.00	\$12,000.00	\$12,000.00	\$8,800.00	\$8,800.00	\$16,500.00	\$16,500.00	\$12,650.25	\$12,650.25
30	INLET BOX	EACH	1	\$6,500.00	\$6,500.00	\$4,550.00	\$4,550.00	\$4,491.84	\$4,491.84	\$3,300.00	\$3,300.00	\$5,500.00	\$5,500.00	\$6,800.00	\$6,800.00	\$9,000.00	\$9,000.00	\$9,865.00	\$9,865.00
31	COMBINATION INLET BOX	EACH	1	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$6,602.88	\$6,602.88	\$5,900.00	\$5,900.00	\$8,500.00	\$8,500.00	\$7,800.00	\$7,800.00	\$10,500.00	\$10,500.00	\$2,200.00	\$2,200.00
32	15 INCH REINFORCED CONCRETE PIPE	FOOT	24	\$315.00	\$7,560.00	\$200.00	\$4,800.00	\$111.75	\$2,682.00	\$128.00	\$3,072.00	\$145.00	\$3,480.00	\$170.00	\$4,080.00	\$235.00	\$5,640.00	\$155.00	\$3,720.00
33	30 INCH MOUNTABLE CONCRETE CURB AND GUTTER	FOOT	50	\$50.00	\$2,500.00	\$38.00	\$1,900.00	\$55.50	\$2,775.00	\$60.00	\$3,000.00	\$50.00	\$2,500.00	\$52.00	\$2,600.00	\$66.00	\$3,300.00	\$110.00	\$5,500.00
34	SIGN TYPE OM-3R	EACH	1	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$700.00	\$700.00	\$400.00	\$400.00	\$850.00	\$850.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00
35	SALVAGE, STOCKPILE, AND SPREAD EXISTING GRAVEL	SQ. YD.	50	\$15.00	\$750.00	\$35.00	\$1,750.00	\$26.00	\$1,300.00	\$32.00	\$1,600.00	\$27.00	\$1,350.00	\$90.00	\$4,500.00	\$23.00	\$1,150.00	\$16.00	\$800.00
36	RELOCATE CULINARY WATER SERVICE	EACH	1	\$6,500.00	\$6,500.00	\$3,680.00	\$3,680.00	\$1,194.00	\$1,194.00	\$4,500.00	\$4,500.00	\$2,300.00	\$2,300.00	\$6,500.00	\$6,500.00	\$4,850.00	\$4,850.00	\$5,000.00	\$5,000.00
37	RELOCATE PRESSURIZED IRRIGATION SERVICE	EACH	1	\$6,500.00	\$6,500.00	\$2,850.00	\$2,850.00	\$1,286.58	\$1,286.58	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$7,000.00	\$7,000.00	\$3,350.00	\$3,350.00	\$4,500.00	\$4,500.00
38	REMOVE WATER LINE, SEVER HIGH PRESSURE/ LOW	LUMP	1	\$5,500.00	\$5,500.00	\$4,600.00	\$4,600.00	\$1,860.00	\$1,860.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$8,500.00	\$8,500.00	\$11,000.00	\$11,000.00	\$13,000.00	\$13,000.00
<b>BASE BID A TOTAL</b>					<b>\$323,068.00</b>		<b>\$220,381.00</b>		<b>\$223,746.74</b>		<b>\$234,849.00</b>		<b>\$255,940.00</b>		<b>\$293,400.00</b>		<b>\$367,195.00</b>		<b>\$451,737.41</b>

\* Items shown in RED are corrected mathematical errors based on unit prices provided. The corrected values were confirmed with Smith Brothers Construction.



**RESOLUTION NO. 2024-16**

**A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO DECLARE ONE 2019 FORD F150 SUPERCREW PICKUP TRUCK, TWO 2016 FORD F150 SUPERCREW PICKUP TRUCKS, ONE 1986 CHEVROLET VAN, AND ONE 2022 HONDA PIONEER 500 4X4 AS SURPLUS PROPERTY AND DIRECT THAT THEY BE DISPOSED OF ACCORDING TO THE CITY'S POLICY FOR DISPOSING OF SURPLUS PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Public Works Department has one 2019 Ford F-150 Truck, two 2016 Ford F-150 Trucks, one 1986 Chevrolet Van, and one 2022 Honda Pioneer 500 4X4 that they would like to surplus; and

**WHEREAS**, the City has established a process for selling or disposing of surplus property with a value of more than \$500.00; and

**WHEREAS**, the City would like to surplus a 2019 Ford F150 Supercrew Pickup Truck Vin # 1FTFW1E46KKC42826, a 2016 Ford F150 Supercrew Pickup truck Vin # 1FTFW1EG3GKF56922, a 2016 Ford F150 Supercrew Pickup Truck Vin # 1FTFW1EG7GKD82658, a 1986 Chevrolet Van Vin # 1GBJP32M7G3320950, and a 2022 Honda Pioneer 500 4X4 Vin # 1HFVE0362N4700230 as surplus and direct that they be disposed of according to the City's policy; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to divest itself of the item(s) and recoup their fair market value for the citizens by selling said surplus property.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Pleasant Grove, Utah as follows:

**SECTION 1.**

The Mayor hereby declares a 2019 Ford F150 Supercrew Pickup Truck Vin # 1FTFW1E46KKC42826, a 2016 Ford F150 Supercrew Pickup Truck Vin # 1FTFW1EG3GKF56922, a 2016 Ford F150 Supercrew Pickup Truck Vin # 1FTFW1EG7GKD82658, a 1986 Chevrolet Van Vin # 1GBJP32M7G3320950, and a 2022 Honda Pioneer 500 4X4 Vin # 1HFVE0362N4700230 as surplus property and directs that they be disposed of according to the City's policy for disposing of surplus property.

**SECTION 2.**

The provisions of this Resolution shall take effect immediately.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH,**  
this 19<sup>th</sup> day of March 2024.

\_\_\_\_\_  
Guy L. Fugal, Mayor

**ATTEST:**

**(SEAL)**

\_\_\_\_\_  
Wendy Thorpe, CMC  
City Recorder

**Motion: Council Member** \_\_\_\_\_

**Second: Council Member** \_\_\_\_\_

<b><u>ROLL CALL</u></b>	<b><u>Yes</u></b>	<b><u>No</u></b>	<b><u>Abstain</u></b>	<b><u>Absent</u></b>
Mayor Guy L. Fugal	_____	_____	_____	_____
Dianna Andersen	_____	_____	_____	_____
Steve Rogers	_____	_____	_____	_____
Eric Jensen	_____	_____	_____	_____
Cyd LeMone	_____	_____	_____	_____
Todd Williams	_____	_____	_____	_____



# Proclamation

## “Arbor Day” April 25, 2024

**WHEREAS**, Arbor Day is observed throughout the nation; and

**WHEREAS**, trees provide beauty to the community; and

**WHEREAS**, trees provide valuable shade from the hot summer sun; and

**WHEREAS**, trees can reduce the erosion of topsoil and produce oxygen and provide habitat for wildlife;  
and

**WHEREAS**, trees are valuable in purifying the air in Utah’s arid climate; and

**WHEREAS**, having beautiful trees planted in the community is an important matter to the citizens; and

**WHEREAS**, the city was named “Pleasant Grove” because of a beautiful grove of trees and reflects the appreciation our forefathers had for them, and

**WHEREAS**, Pleasant Grove, as “Utah’s City of Trees,” continues to be characterized by the scenic landscape that trees provide.

**NOW, THEREFORE**, I, Guy L Fugal, Mayor of Pleasant Grove City, on behalf of the City Council, do hereby proclaim that the citizens of Pleasant Grove observe April 25, 2024, as **Arbor Day**, by joining the Beautification Commission at the Manila Creek Park, 3300 North 900 West at 8 a.m. for a tree planting ceremony and, further urge everyone to plant a tree.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Guy L Fugal , Mayor

(SEAL)

\_\_\_\_\_  
Wendy Thorpe, City Recorder, CMC

**PARTIAL PAYMENT ESTIMATE  
NO. 3**

Name of Contractor:	<i>Rivendell Tree Experts LLC</i>		
Name of Owner:	<i>Pleasant Grove City</i>		
Date of Completion:	Amount of Contract:	Dates of Estimate:	
Original: April 15, 2024	Original: \$36,995.00	From: February 26, 2024	
Revised: na	Revised: \$61,005.00	To: March 6, 2024	
Description of Job:	<i>2024 Pavement Preservation Tree Trimming</i>		
Amount	This Period	Total To Date	
Amount Earned	\$16,570.00	\$61,005.00	
Retainage Held	\$828.50	\$3,050.25	
Retainage Being Released	\$3,050.25	\$3,050.25	
Previous Payments	-	\$42,213.25	
Amount Due	\$18,791.75	\$18,791.75	

This is the final payment.

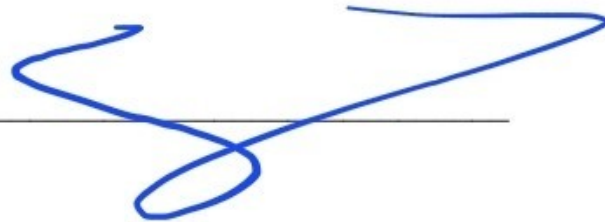
I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by: Pleasant Grove City Engineering

Date: 3/11/2024 \_\_\_\_\_

Accepted by: Rivendell Tree Experts

Date: 3-8-24 \_\_\_\_\_



Approved by: Pleasant Grove City Mayor

Date: \_\_\_\_\_

**Schedule of Values**

PROJECT: 2024 Pavement Preservation Tree Trimming

PAY PERIOD: 1 PAY PERIOD: 2 PAY PERIOD: 3 3/6/2024

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS			QUANTITY		QUANTITY		QUANTITY		EARNINGS		
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date	This Month	To Date	This Month	To Date
	BASE BID A												
1	Tree Trimming	1	Lump	\$36,995.00	\$36,995.00	0.75	0.75	0.25	1.00		1.00	\$0.00	\$36,995.00
<b>Subtotal</b>					<b>\$36,995.00</b>							<b>\$0.00</b>	<b>\$36,995.00</b>

100%

Change Order # 1													
101	1000 South from State Street to Locust tree trimming	1	Lump	\$980.00	\$980.00		0.0	1.00	1.00		1.00	\$0.00	\$980.00
102	500 North from 100 E t Grove Creek trailhead parking lot tree trimming	1	Lump	\$4,700.00	\$4,700.00		0.0	1.00	1.00		1.00	\$0.00	\$4,700.00
103	Additional resident noticing as required by the city	1	Lump	\$1,760.00	\$1,760.00		0.0	1.00	1.00		1.00	\$0.00	\$1,760.00
104	Remove trees on the intersection of Orchard and Locust	1	Lump	\$9,670.00	\$9,670.00		0.0		0.00	1.00	1.00	\$9,670.00	\$9,670.00
105	Remove tree and grind stum at 625 North 300 East	1	Lump	\$3,300.00	\$3,300.00		0.0		0.00	1.00	1.00	\$3,300.00	\$3,300.00
106	200 West from Center Street to 400 North tree removals and trimming	1	Lump	\$3,600.00	\$3,600.00		0.0		0.00	1.00	1.00	\$3,600.00	\$3,600.00
<b>Subtotal</b>					<b>\$24,010.00</b>							<b>\$16,570.00</b>	<b>\$24,010.00</b>
<b>Total</b>					<b>\$61,005.00</b>								

TOTAL	\$16,570.00	\$61,005.00
AMOUNT RETAINED	\$828.50	\$3,050.25
RETAINAGE RELEASED	\$3,050.25	\$3,050.25
PREVIOUS RETAINAGE	-	\$2,221.75
PREVIOUS PAYMENTS	-	\$42,213.25
<b>AMOUNT DUE</b>	<b>\$18,791.75</b>	<b>\$18,791.75</b>

**Invoice Date** 02/29/2024  
**Due Date** 04/29/2024  
**Invoice #** 05982-I



## Contact Information

Client: Pleasant Grove City - Britton Tveten  
 Client Address: 680 North State Street, Lindon Utah 84042  
 Client Phone: (801) 785-2941  
 Client Email: btveten@pgcity.org  
 Job Site Location: 701 South Locust Avenue Pleasant Grove  
 Job Site Contact: Pleasant Grove City: Britton Tveten

## Invoice Details

DESCRIPTION	PRICE
<b>Tree Removal.</b> (1 x \$1,950.00)	\$ 1,950.00
Ash tree (691 S Locust Ave, Pleasant Grove, UT 84062)	
• Remove tree to just above grade (approximately 2-3' above grade)	
<b>Tree Removal.</b> (1 x \$1,200.00)	\$ 1,200.00
Blue Spruce (701 S Locust Ave, Pleasant Grove, UT 84062)	
• Remove tree to just above grade (approximately 2-3' above grade)	
<b>Tree Removal.</b> (8 x \$815.00)	\$ 6,520.00
Various trees along fenceline- Black Locust (1), Tree of Heaven (2), Siberian Elm (5). (701 locust st)	
• Remove tree to just above grade (approximately 2-3' above grade)	

\*\*\*\* This price is done using winter pricing. As long as it's done by the end of February it would apply.

▶	Sum:	\$ 9,670.00
▶	Tax: 0%:	\$ 0.00
▶	<b>Subtotal:</b>	<b>\$ 9,670.00</b>
▶	<b>Total Payable:</b>	<b>\$ 9,670.00</b>

Thank you for your business!

## Terms and Conditions

### **Workmanship:**

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, RTE will remove wood, brush and debris incidental to the work. RTE will follow all ANSI A300, ISA (International Society of Arboriculture), OSHA, and TCIA Standards.

### **Performance by RTE:**

Work crews shall arrive at the job site unannounced unless otherwise noted herein. RTE shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

### **Photographs:**

Owner shall permit RTE, without compensation or consideration to Owner, to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor. Such photographs and any accompanying descriptions shall not identify Owner or the property address of the project without the express written consent of owner.

### **Scope of work changes:**

If work cannot be finished due to unsafe working conditions we will not charge the cost of what was not finished or we will work out an alternative plan to take care of it as close to the original cost as possible. We will not proceed with costly alternative plans if not agreed upon in advance. Any work added or deducted from the original agreement while on the job site will change the original agreements price. This may require an additional Invoice/Estimate be made or it will simply be added to the final receipt, this decision will be made at the discretion of RTE.

### **Insurance:**

RTE is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance. We do not accept liability for sprinkler heads or other hidden obstacles, however, we will work around them to the best of our ability.

### **Ownership:**

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. RTE is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

### **Worksite Conditions:**

All dangerous and hazardous conditions and materials including dog poop must be removed by the property owner prior to the crew arrival. If the worksite is not properly prepared then a cancellation fee will be applied.

### **Cancellation Fee:**

A cancellation charge of \$150 may apply for any cancellation of scheduled work, if canceled less than 24 hours before the scheduled work due to no fault of RTE. This charge covers expended administration work, stationary, fuel, etc.

### **Terms of Payment:**

All accounts under \$10,000 are payable upon completion of work. Projects over \$10,000 will require 50% payment up front, before the work begins. Client may pay with cash, check, credit or debit. Debit and credit transactions over \$5000 will include a 2% processing fee. If not paid within 30 days of completion of work, there will be a 1% interest monthly late fee attached to full amount. Account will be placed in collections after 90 days and any discount given at the time of estimate will be void. Charge backs or collections customer will be assessed a \$100 service charge including, but not limited to, attorney fees.

**Invoice Date** 03/06/2024  
**Due Date** 05/05/2024  
**Invoice #** 06180-I



## Contact Information

Client: Pleasant Grove City - Britton Tveten  
 Client Address: 680 North State Street, Lindon Utah 84042  
 Client Phone: (801) 785-2941  
 Client Email: btveten@pgcity.org  
 Job Site Location: 625 North 300 East Pleasant Grove  
 Job Site Contact: Pleasant Grove City: Britton Tveten

## Invoice Details

<b>DESCRIPTION</b>	<b>PRICE</b>
<b>Tree Removal</b>	<b>\$ 3,400.00</b>
Large Siberian Elm Tree	
Remove tree to just above grade (approximately 6-15 inches)	

<b>Stump Grinding</b>	<b>\$ 475.00</b>
Location: 625 North 300 East pleasant grove. Corner sidewalk Stump Size: 45+ "	
Stump grinding service Machine grind stump 4-6" below grade. Resulting mulch tailings with roots will be left on the site in a neat pile. *Pending blue stakes.	
Homeowner is to ensure there is 36 inches clearance for machine access. Rivendell Tree Experts will not be held responsible for damage to buried irrigation, curbing, etc. Tree removal and stump grinding services will be performed by separate crews and are not performed on the same date.	

Sum:	\$ 3,875.00
Discount:	- \$ 575.00
Tax: 0%:	\$ 0.00
<b>Subtotal:</b>	<b>\$ 3,300.00</b>
<b>Total Payable:</b>	<b>\$ 3,300.00</b>

Thank you for your business!



# Terms and Conditions

## **Workmanship:**

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, RTE will remove wood, brush and debris incidental to the work. RTE will follow all ANSI A300, ISA (International Society of Arboriculture), OSHA, and TCIA Standards.

## **Performance by RTE:**

Work crews shall arrive at the job site unannounced unless otherwise noted herein. RTE shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

## **Photographs:**

Owner shall permit RTE, without compensation or consideration to Owner, to take photographs at the project site of both completed work and work in progress, for purposes including, but not limited to, publication in newspapers, magazines, and other print media, use in broadcast media, publication via the Internet, and use in marketing materials used by Contractor. Such photographs and any accompanying descriptions shall not identify Owner or the property address of the project without the express written consent of owner.

## **Scope of work changes:**

If work cannot be finished due to unsafe working conditions we will not charge the cost of what was not finished or we will work out an alternative plan to take care of it as close to the original cost as possible. We will not proceed with costly alternative plans if not agreed upon in advance. Any work added or deducted from the original agreement while on the job site will change the original agreements price. This may require an additional Invoice/Estimate be made or it will simply be added to the final receipt, this decision will be made at the discretion of RTE.

## **Insurance:**

RTE is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance. We do not accept liability for sprinkler heads or other hidden obstacles, however, we will work around them to the best of our ability.

## **Ownership:**

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. RTE is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

## **Worksite Conditions:**

All dangerous and hazardous conditions and materials including dog poop must be removed by the property owner prior to the crew arrival. If the worksite is not properly prepared then a cancellation fee will be applied.

## **Cancellation Fee:**

A cancellation charge of \$150 may apply for any cancellation of scheduled work, if canceled less than 24 hours before the scheduled work due to no fault of RTE. This charge covers expended administration work, stationary, fuel, etc.

## **Terms of Payment:**

All accounts under \$10,000 are payable upon completion of work. Projects over \$10,000 will require 50% payment up front, before the work begins. Client may pay with cash, check, credit or debit. Debit and credit transactions over \$5000 will include a 2% processing fee. If not paid within 30 days of completion of work, there will be a 1% interest monthly late fee attached to full amount. Account will be placed in collections after 90 days and any discount given at the time of estimate will be void. Charge backs or collections customer will be assessed a \$100 service charge including, but not limited to, attorney fees.

**Invoice Date** 03/08/2024  
**Due Date** 05/07/2024  
**Invoice #** 06135-I



## Contact Information

Client: Pleasant Grove City - Britton Tveten  
 Client Address: 680 North State Street, Lindon Utah 84042  
 Client Phone: (801) 785-2941  
 Client Email: btveten@pgcity.org  
 Job Site Location: 355 North 200 West Pleasant Grove  
 Job Site Contact: Pleasant Grove City: Britton Tveten

## Invoice Details

DESCRIPTION	PRICE
<b>Tree Removal.</b> (1 x \$1,950.00)	\$ 1,950.00

Spruce

- Remove tree to just above grade (approximately 6-15 inches)

<b>Stump Grinding.</b> (1 x \$300.00)	\$ 300.00
---------------------------------------	-----------

Location: front yard  
 Stump Size: approximately 30"

- Stump grinding service  
 Machine grind stump 4-6" below grade. Resulting mulch tailings with roots will be left on the site in a neat pile.  
 \*Pending blue stakes.

Property owner is to ensure there is 36 inches clearance for machine access. Rivendell Tree Experts will not be held responsible for damage to buried irrigation, curbing, etc.  
 Tree removal and stump grinding services will be performed by separate crews and are not performed on the same date.

<b>Pruning: Clearance</b> (1 x \$500.00)	\$ 500.00
--	-----------

200 w, starting at Center st, moving N until 400 N (All trees over the circled street on the maps.)  
 Also including 300 N side street

Work covered with this bid shall consist of trimming trees and shrubs over the roadway up to 14 ft high at the top back of curb, or 3 ft behind edge of the existing asphalt.

Notify property owners on big or nicer trees - Work up flier notifying these few homeowners if they are not home.

**Tree Removal** \$ 675.00

Honey Locust

Remove tree to just above grade (approximately 6-15 inches)

**Tree Removal** \$ 825.00

Aspen

Remove tree to just above grade (approximately 6-15 inches)

**Sum:** \$ 4,250.00  
**Discount:** - \$ 650.00  
**Tax: 0%:** \$ 0.00  
**Subtotal:** \$ 3,600.00  
**Total Payable:** \$ 3,600.00

Thank you for your business!

## Terms and Conditions

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All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated herein, RTE will remove wood, brush and debris incidental to the work. RTE will follow all ANSI A300, ISA (International Society of Arboriculture), OSHA, and TCIA Standards.

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RTE is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers Compensation Insurance. We do not accept liability for sprinkler heads or other hidden obstacles, however, we will work around them to the best of our ability.

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The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. RTE is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

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### Cancellation Fee:

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## CONTRACT CHANGE ORDER

Date: Tuesday, March 12, 2024

**Project:** 2024 Pavement Preservation Project

**Location:** Pleasant Grove City

**Change Order No.:** One

Contractor: Geneva Rock Products, Inc.

Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
101	Skin patches to correct pavement ride quality, drainage, and durability concerns. This work will be performed at \$205/ton unit rate. Assumed to cover 431,663 sf at 3/8 to 1.5" thick.		\$ 417,566.51
102	Traffic Control for skin patches		\$ 23,250.00
103	Mobilization for skin patches		\$ 16,000.00
<b>1000 South and 500 North Edge Mill and Overlay items</b>			
201	mobilization to be paid for by lump sum Assumed to be \$15,000 for 1000 S and \$15,000 for 500 N		\$ 30,000.00
202	HMA at 1.5" to be paid for at \$110/ton unit rate. Assumed to be 1290 ton for 1000 S and 3820 ton for 500 N		\$ 562,100.00
203	7' wide edge milling paid for at \$2.75/linear feet unit rate. Assumed to be 5300 LF for 1000 S and 24535 LF for 500 N		\$ 82,046.25
204	Traffic Control to be paid for by lump sum Assumed to be \$15,000 for 1000 S and \$26,000 for 500 N		\$ 41,000.00
205	asphalt leveling course to be paid for at \$168/ton unit rate. Assumed to be 50 ton for 1000 S and 675 ton for 500 N		\$ 121,800.00
206	Installing a manhole ring to be paid for by \$310/each Assumed to be 8 for 1000 S and 37 for 500 N		\$ 13,950.00
207	Manhole reconstruct with concrete collar to be paid for by \$1,260 each. Assumed to be 7 for 1000 S and 20 for 500 N		\$ 34,020.00
208	Installing a valve ring to be paid for by \$290/each. Assumed to be 7 for 1000 S and 70 for 500 N		\$ 22,330.00
209	Valve box reconstruct with concrete collar to be paid for by \$1,150/each. Assumed to be 8 for 1000 S and 20 for 500 N		\$ 32,200.00
<b>Change in Contract Price Due To This Change Order</b>			
	Total Increase	-	\$ 1,396,262.76
	Total Decrease	\$ -	-
	<b>Net</b>	<b>\$</b>	<b>1,396,262.76</b>

The sum of \$1,396,262.76 is hereby added to the total contract price and the total adjusted contract price to date thereby is \$ 4,571,379.36 .

The time provided for Substantial completion in the contract has not been changed .

This Document shall become an amendment to the contract & all provisions of the contract will apply hereto.

Accepted BY:



3/12/24

Contractor

Date

Recommended BY:

\_\_\_\_\_

Engineer

Date

Approved BY:

\_\_\_\_\_

Owner

Date



# GENEVA ROCK PRODUCTS, INC.

READY MIX CONCRETE • SAND & GRAVEL • ASPHALT & CONCRETE PAVING • CONSTRUCTION  
PO Box 571618, Salt Lake City, UT 84157  
(801) 281-7900

PROPOSAL DATE: 1/16/2024

## CONTRACT PROPOSAL / AGREEMENT

SUBMITTED TO: Pleasant Grove City  
(PURCHASER)

ESTIMATE NUMBER: M24RB028-SC

ESTIMATED START: 2024

PROJECT NAME: Pleasant Grove City Skin Patches

PROJECT #: \_\_\_\_\_

LOCATION: Pleasant Grove City

CONTACT: Britton Tveten

PHONE: \_\_\_\_\_

EMAIL: [btveten@pgcity.org](mailto:btveten@pgcity.org)

Geneva Rock Products, Inc. ("GENEVA ROCK") hereby agrees to perform the work described below. This Contract Proposal/Agreement does not include design services. Design services, if desired, shall be contracted for and paid for by the Purchaser prior to entering into this Contract Proposal/Agreement.

ITEM	DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Skin Patches	1,200	TON	\$ 205.00	\$ 246,000.00
2	Traffic Control	1	LS	\$ 23,250.00	\$ 23,250.00
3	Mobilization	1	LS	\$ 16,000.00	\$ 16,000.00
Total					\$285,250.00

UNIT PRICE (actual quantities to be measured and invoiced)

LUMP SUM

**NOTES:** Excludes, traffic control (unless specifically quoted), survey, profiling, testing, permits, fees, asphalt patching, soft spot repair, tree trimming, striping, temporary striping, removal of pavement markings, payment and performance bonds, survey, SWPPP installation, crack seal, crack cleaning, utility adjustments/risers/collars. Mobilizations will be billed per occurrence unless otherwise noted. Pricing is based on estimated quantity prepared by others. Significant changes in quantity may be subject to price change. Annual price increase of 7% will apply on all items that are delayed beyond the estimated start date listed above.

**RELEASE:** GENEVA ROCK may, at its sole discretion, require a warranty release for all Micro-Surfacing projects that will be done prior to May 1st and after October 15th or during cold/wet weather. Geneva Rock will also be held harmless for any liquidated damages incurred due to insufficient traffic control from General Contractors, or weather events that may delay work.

**PRICE:** \$ \$ 285,250.00 Price may be subject to change if Contract Proposal/Agreement is not accepted within 30 calendar days of the Proposal Date.

**PAYMENT TERMS:** Purchaser shall pay GENEVA ROCK according to GENEVA ROCK's Credit Application and Conditions of Material Sales and Contract Services with Purchaser, including payment of accrued finance charges.

PROPOSAL DATE: 1/16/2024

PREPARED BY: Russell Boyce

**ACCEPTANCE:** For valuable consideration, the legal sufficiency of which is hereby acknowledged, this Proposal is accepted and is a binding contract (the "Contract Proposal/Agreement"). GENEVA ROCK is authorized to perform the work described herein. Scheduling and construction of this work will not occur until a signed copy of this Contract Proposal/Agreement is received and upon credit approval. All terms and conditions of the signed GENEVA ROCK Credit Application and Conditions of Materials Sales and Contract Services along with any and all associated guarantees, including personal guarantees, shall apply to this Contract Proposal/Agreement and are fully incorporated herein. Purchaser acknowledges receipt of the Terms and Conditions on the reverse or following page of this document, all of which are incorporated herein and made a part hereof.

PURCHASER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ACCEPTANCE DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



## TERMS AND CONDITIONS

1. Purchaser represents to be the record owner or authorized agent of the record owner of the real property that shall be improved pursuant to this Contract Proposal/Agreement (the "Property") with authority to enter into contractual agreements and to grant GENEVA ROCK authority to perform the work identified herein. The Purchaser agrees that all materials in this Contract Proposal/Agreement will be used in the improvement of the Property. Purchaser shall not use this document to acquire financing.
2. This Contract Proposal/Agreement shall only be modified by written change order signed by GENEVA ROCK and Purchaser. Oral requests for change shall not be binding on GENEVA ROCK unless reduced to writing by change order.
3. Purchaser shall assume full responsibility for the accuracy of all lines, levels, quantities, locations and measurements and their relation to the work to be performed by GENEVA ROCK. No representation or warranty, express or implied, is made as to the quantities, sizes, grades, specifications, or other matters relating to the needs of the Project. In all cases where dimensions are governed by conditions, already established or otherwise, the responsibility for coordination of such conditions as it relates to GENEVA ROCK's work shall rest entirely on the Purchaser. It is the Purchaser's sole responsibility to compare the items on this Contract Proposal/Agreement with plans and specifications for accuracy and completeness. Any variations or modifications from specified lines, grades or dimensions required shall be the responsibility of the Purchaser and subject to a change order should additional work be required of GENEVA ROCK.
4. In the event the record owner of the Property sells, mortgages, or otherwise transfers or encumbers the Property, the total amount herein provided shall become immediately due and payable as to any and all amounts then unpaid.
5. In the event of defective work, GENEVA ROCK's sole and exclusive liability shall be to repair or replace defective work at its discretion. In no event shall GENEVA ROCK be liable for special, incidental, or consequential damages, including but not limited to, loss of good will, loss of profits, or loss of use.
6. In the event that material costs (other than asphalt which shall be subject to the surcharge discussed above) on which this Contract Proposal/Agreement is based rise in excess of fifteen percent (15%) during the course of the work, Purchaser agrees that these increased costs, in their entirety, shall be billed to Purchaser as an automatic adjustment to the Contract Proposal/Agreement.
7. To the extent that the contracted price is based on a specific unit or square foot price, Purchaser agrees that the number of units or square feet indicated is an approximation, and that GENEVA ROCK shall be paid in full for the actual units or square feet completed as determined by field measurement by GENEVA ROCK.
8. GENEVA ROCK shall not be liable for failure of performance or failure of delay in delivery by reason of any event beyond the control of GENEVA ROCK, including, but not limited to, strikes; labor disputes; fire; flood; weather; embargo; war or other hostilities; government authority or regulation; acts of God; shortage of material or fuel; as a result of actions of Purchaser, record owner, or any other person; or as a result of the extension of time granted by Purchaser. Upon the occurrence of such delay, GENEVA ROCK shall receive an equitable extension of time for the completion of the Contract Proposal/Agreement. GENEVA ROCK shall not be entitled to any damages or compensation as a result of said delay except to the extent that said delay was caused by the Purchaser, record owner, or persons employed by the Purchaser or record owner.
9. GENEVA ROCK assumes no risk of non-disclosed or unforeseen conditions of the Property, including, but not limited to, hazardous substances (as defined by applicable law). In the event that hazardous substances are present on the Property (other than hazardous substances introduced by GENEVA ROCK), Purchaser agrees to indemnify GENEVA ROCK and its officers, directors, employees, agents, representatives, and subcontractors from and against any and all losses, claims, damages, fines, penalties, liabilities, injuries, costs and expenses (including all attorney fees and costs incurred in any civil, criminal, or administrative proceeding) arising from such hazardous substances, including, but not limited to, the presence or use, generation, storage, treatment, containment, release, threatened release, disposal of, exposure, or threatened exposure.
10. Unless otherwise noted, all federal, state, and other taxes of any nature related to this Contract Proposal/Agreement shall be borne by Purchaser.
11. GENEVA ROCK warrants that all materials covered by this Contract Proposal/Agreement shall conform to industry standards. No implied warranties of fitness or merchantability are given and are expressly disclaimed by GENEVA ROCK.
12. This Contract Proposal/Agreement combined with the Credit Application and Conditions of Material Sales and Contract Services comprise the total agreement and supersede all negotiations, representations, prior discussions, and preliminary agreements between the Parties hereto, whether oral or written. This Contract Proposal/Agreement shall be construed and interpreted as if drafted equally by all Parties hereto.
13. This Contract Proposal/Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law provisions. Purchaser agrees that any legal action brought hereunder may be brought in Salt Lake County, Utah or Utah County, Utah at the sole option of GENEVA ROCK.





# GENEVA ROCK PRODUCTS, INC.

READY MIX CONCRETE • SAND & GRAVEL • ASPHALT & CONCRETE PAVING • CONSTRUCTION  
PO Box 571618, Salt Lake City, UT 84157  
(801) 281-7900

PROPOSAL DATE: 3/4/2024

## COST PROPOSAL

SUBMITTED TO: Pleasant Grove City  
(PURCHASER)

ESTIMATE NUMBER: M24RB028-ASP

PROJECT NAME: Pleasant Grove Asphalt Maintenance  
500 N and 1000 S

ESTIMATED START: 2024

PROJECT #:

LOCATION: Utah County

CONTACT: Britton Tveten

PHONE:

EMAIL: btveten@pgcity.org

Geneva Rock Products, Inc. ("GENEVA ROCK") hereby agrees to perform the work described below. This Contract Proposal/Agreement does not include design services. Design services, if desired, shall be contracted for and paid for by the Purchaser prior to entering into this Contract Proposal/Agreement.

ITEM	DESCRIPTION	1000 S	500 N	UNIT	UNIT PRICE	AMOUNT
	Mobilization Asphalt	0.5	0.5	LS	\$ 30,000.00	\$ 30,000.00
	HMA Overlay 1.5 Inch 1/2" SP 15% PG 58-28 Lime	1290	3820	TON	\$ 110.00	\$ 562,100.00
	7' Wide Edgemilling 1.5" (Wrapping Radius) per pass	5300	24535	LF	\$ 2.75	\$ 82,046.25
	Traffic Control Asphalt Items	0.5	0.5	LS	\$ 41,000.00	\$ 41,000.00
	Asphalt Leveling Course 3/8" SP 15% PG 58-28 No Lime	50	675	TON	\$ 168.00	\$ 121,800.00
	Manhole Ring	1	1	EA	\$ 310.00	\$ 620.00
	Manhole Reconstruct	1	1	EA	\$ 1,260.00	\$ 2,520.00
	Water Valve Ring	1	1	EA	\$ 290.00	\$ 580.00
	Water Valve Reconstruct	1	1	EA	\$ 1,150.00	\$ 2,300.00
	Estimated total LF for edge mill will vary based on need (~22k-38k LF)					
	Manholes on project	15	57	EA		
	Water Valves on project	15	90	EA		
	Water Vault and Storm Drain Vault on 500 N will also need to be addressed					
<b>Total</b>						<b>\$842,966.25</b>

UNIT PRICE (actual quantities to be measured and invoiced)

LUMP SUM

**NOTES:** Excludes, traffic control (unless specifically quoted), survey, profiling, testing, permits, fees, asphalt patching, soft spot repair, tree trimming, striping, temporary striping, removal of pavement markings, payment and performance bonds, survey, SWPPP installation, crack seal, crack cleaning, utility adjustments/risers/collars. Mobilizations will be billed per occurrence unless otherwise noted. Pricing is based on estimated quantity prepared by others. Significant changes in quantity may be subject to price change. Annual price increase of 7% will apply on all items that are delayed beyond the estimated start date listed above.

**RELEASE:** GENEVA ROCK may, at its sole discretion, require a warranty release for all Micro-Surfacing projects that will be done prior to May 1st and after October 15th or during cold/wet weather. Geneva Rock will also be held harmless for any liquidated damages incurred due to insufficient traffic control from General Contractors, or weather events that may delay work.

**PRICE:** \$ \$ 842,966.25 Price may be subject to change if Contract Proposal/Agreement is not accepted within 30 calendar days of the Proposal Date.

**PAYMENT TERMS:** Purchaser shall pay GENEVA ROCK according to GENEVA ROCK's Credit Application and Conditions of Material Sales and Contract Services with Purchaser, including payment of accrued finance charges.

PROPOSAL DATE: 3/4/2024

PREPARED BY: Russell Boyce

**ACCEPTANCE:** For valuable consideration, the legal sufficiency of which is hereby acknowledged, this Proposal is accepted and is a binding contract (the "Contract Proposal/Agreement"). GENEVA ROCK is authorized to perform the work described herein. Scheduling and construction of this work will not occur until a signed copy of this Contract Proposal/Agreement is received and upon credit approval. All terms and conditions of the signed GENEVA ROCK Credit Application and Conditions of Materials Sales and Contract Services along with any and all associated guarantees, including personal guarantees, shall apply to this Contract Proposal/Agreement and are fully incorporated herein. Purchaser acknowledges receipt of the Terms and Conditions on the reverse or following page of this document, all of which are incorporated herein and made a part hereof.

PURCHASER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ACCEPTANCE DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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6. In the event that material costs (other than asphalt which shall be subject to the surcharge discussed above) on which this Contract Proposal/Agreement is based rise in excess of fifteen percent (15%) during the course of the work, Purchaser agrees that these increased costs, in their entirety, shall be billed to Purchaser as an automatic adjustment to the Contract Proposal/Agreement.
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8. GENEVA ROCK shall not be liable for failure of performance or failure of delay in delivery by reason of any event beyond the control of GENEVA ROCK, including, but not limited to, strikes; labor disputes; fire; flood; weather; embargo; war or other hostilities; government authority or regulation; acts of God; shortage of material or fuel; as a result of actions of Purchaser, record owner, or any other person; or as a result of the extension of time granted by Purchaser. Upon the occurrence of such delay, GENEVA ROCK shall receive an equitable extension of time for the completion of the Contract Proposal/Agreement. GENEVA ROCK shall not be entitled to any damages or compensation as a result of said delay except to the extent that said delay was caused by the Purchaser, record owner, or persons employed by the Purchaser or record owner.
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10. Unless otherwise noted, all federal, state, and other taxes of any nature related to this Contract Proposal/Agreement shall be borne by Purchaser.
11. GENEVA ROCK warrants that all materials covered by this Contract Proposal/Agreement shall conform to industry standards. No implied warranties of fitness or merchantability are given and are expressly disclaimed by GENEVA ROCK.
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**PARTIAL PAYMENT ESTIMATE  
NO. 4**

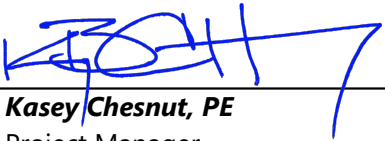
Name of Contractor: <b>HydroVac Excavation</b>		
Name of Owner: <b>Pleasant Grove City</b>		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original 29-Aug-25	Original: \$6,993,404.00	From: 15-Feb-24
Revised:	Revised: \$7,414,041.00	To: 13-Mar-24

Description of Job: <b>Pressurized Irrigation Meters Installation</b>		
Amount	This Period	Total To Date
Amount Earned	\$516,120.00	\$1,188,820.00
Retainage Being Held	\$25,806.00	\$59,441.00
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$639,065.00
Change Orders (4-5)	\$10,730.00	\$42,637.00
Cos Paid to date		\$31,907.00
Amount Due	<b>\$501,044.00</b>	<b>\$501,044.00</b>

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

Recommended by Horrocks Engineers

Date: 3/13/2024

  
**Kasey Chesnut, PE**  
Project Manager

Accepted by: **HydroVac Excavation**

Date: 3/13/2027

*Shyloh Muhlestein*

**Shyloh Muhlestein**  
Project Manager

Approved By: **Pleasant Grove City**

Date: \_\_\_\_\_

**Guy Fugal**  
Mayor

Budget Code \_\_\_\_\_ Staff Initial \_\_\_\_\_

PROJECT: Pressurized Irrigation Meters Installation

PAY PERIOD: 4

Mar-24

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
	<b>Bid Schedule A</b>								
1	Mobilization	1.00	LS	\$160,000.00	\$160,000.00	0.4	0.4	\$64,000.00	\$64,000.00
2	Category 1-5	6946.00	EA	\$650.00	\$4,514,900.00	447	1401	\$290,550.00	\$910,650.00
3	Category 6	50.00	EA	\$2,700.00	\$135,000.00	0	0		\$0.00
4	Category 7	160.00	EA	\$2,700.00	\$432,000.00	0	0		\$0.00
5	Installation of 1.5-inch meter	139.00	EA	\$300.00	\$41,700.00	3	13	\$900.00	\$3,900.00
6	Installation of 2-inch meter	95.00	EA	\$1,200.00	\$114,000.00	7	14	\$8,400.00	\$16,800.00
7	Surface Restoration - Lawn, sod	6408.00	EA	\$90.00	\$576,720.00	149	497	\$13,410.00	\$44,730.00
8	Surface Restoration - paved areas	44.00	EA	\$90.00	\$3,960.00	0	0		\$0.00
9	Surface Restoration - unimproved areas, landscape	704.00	EA	\$90.00	\$63,360.00	0	0		\$0.00
10	Add 1" locking ball valve	600.00	EA	\$260.00	\$156,000.00	181	219	\$47,060.00	\$56,940.00
11	Concrete Driveway Removal and Replacement	8000.00	SF	\$20.00	\$160,000.00	0	0		\$0.00
12	Contingent Sum Pay	1.00	LS	\$635,764.00	\$635,764.00	0	0		\$0.00
13	<b>Black Poly (change order)</b>	<b>140.00</b>	<b>EA</b>	<b>\$2,700.00</b>	<b>\$378,000.00</b>	<b>34</b>	<b>34</b>	<b>\$91,800.00</b>	<b>\$91,800.00</b>
	<b>Subtotal</b>				<b>\$6,993,404.00</b>			<b>\$516,120.00</b>	<b>\$1,188,820.00</b>

**Change Orders**

No.	Description								
1	1304 - T&M - outside categories bid	paid Feb 2024			\$16,784.00	0	1	\$0.00	\$16,784.00
2	1306 - Meter Jumpers	paid Feb 2024			\$5,000.00	0	1	\$0.00	\$5,000.00
3	1312 - T&M - outside categories bid	paid Feb 2024			\$10,123.00	0	1	\$0.00	\$10,123.00
4	1314 - T&M - outside categories bid	paid Mar 2024			\$10,380.00	1	1	\$10,380.00	\$10,380.00
5	partial 1313 - Item #102 labor per man/per hour per Jason P	paid Mar 2024			\$350.00	1	1	\$350.00	\$350.00
	<b>Total Change Orders to Date</b>				<b>\$42,637.00</b>				

**Total**

**\$7,414,041.00**

TOTAL	\$516,120.00	\$1,188,820.00
AMOUNT RETAINED	\$25,806.00	\$59,441.00
RETAINAGE RELEASED		
Change Orders	\$10,730.00	\$42,637.00
COs Paid to date		\$31,907.00
PREVIOUS RETAINAGE		
PREVIOUS PAYMENTS		\$639,065.00
<b>AMOUNT DUE</b>	<b>\$501,044.00</b>	<b>\$501,044.00</b>



# Invoice

Date	Invoice #
3/15/2024	1313

1193 N. 2300 W.  
Lehi, Ut. 84043

Bill To
Pleasant Grove City 323 W. 700 S. Pleasant Grove, UT 84062

P.O. No.	Terms	Date of Service
Billing #5	Due on receipt	

Description	Qty	Rate	Amount
Pressurized Irrigation Meters Installation			
Mobilization 40%			
Item #1 Mobilization (bill 40% of the total)	0.4	160,000.00	64,000.00
Section Week 12			
Cat. 1-5	66	650.00	42,900.00
Surface Restoration	22	90.00	1,980.00
Add 1-inch locking ball valve (normal angle)	33	260.00	8,580.00
1.5" Charge (Increase over 1" charge)	0	300.00	0.00
2" Charge (Increase over 1" charge)	0	1,200.00	0.00
Section Week 13			
Cat. 1-5	67	650.00	43,550.00
Surface Restoration	36	90.00	3,240.00
Add 1-inch locking ball valve (normal angle)	20	260.00	5,200.00
1.5" Charge (Increase over 1" charge)	0	300.00	0.00
2" Charge (Increase over 1" charge)	0	1,200.00	0.00
Section Week 14			
Cat. 1-5	100	650.00	65,000.00
Surface Restoration	35	90.00	3,150.00
Add 1-inch locking ball valve (normal angle)	49	260.00	12,740.00
1.5" Charge (Increase over 1" charge)	0	300.00	0.00
2" Charge (Increase over 1" charge)	0	1,200.00	0.00
Section Week 15			
Cat. 1-5	59	650.00	38,350.00
Surface Restoration	12	90.00	1,080.00
Add 1-inch locking ball valve (normal angle)	22	260.00	5,720.00

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



# Invoice

Date	Invoice #
3/15/2024	1313

1193 N. 2300 W.  
Lehi, Ut. 84043

**Bill To**  
Pleasant Grove City  
323 W. 700 S.  
Pleasant Grove, UT 84062

P.O. No.	Terms	Date of Service
Billing #5	Due on receipt	

Description	Qty	Rate	Amount
1.5" Charge (Increase over 1" charge)	1	300.00	300.00
2" Charge (Increase over 1" charge)	2	1,200.00	2,400.00
<b>Section Week 16</b>			
Cat. 1-5	63	650.00	40,950.00
Surface Restoration	16	90.00	1,440.00
Add 1-inch locking ball valve (normal angle)	16	260.00	4,160.00
1.5" Charge (Increase over 1" charge)	0	300.00	0.00
2" Charge (Increase over 1" charge)	4	1,200.00	4,800.00
<b>Section Week 17</b>			
Cat. 1-5	58	650.00	37,700.00
Surface Restoration	24	90.00	2,160.00
Add 1-inch locking ball valve (normal angle)	7	260.00	1,820.00
1.5" Charge (Increase over 1" charge)	2	300.00	600.00
2" Charge (Increase over 1" charge)	1	1,200.00	1,200.00
Item #102 Labor per man/per hour	7	50.00	350.00
<b>Black Poly Meters</b>			
<b>Section 26-3</b>			
Cat. 1-5	16	650.00	10,400.00
Surface Restoration	1	90.00	90.00
Add 1-inch locking ball valve (normal angle)	16	260.00	4,160.00
<b>Section Week 5</b>			
Cat. 1-5	18	650.00	11,700.00
Surface Restoration	3	90.00	270.00
Add 1-inch locking ball valve (normal angle)	18	260.00	4,680.00

For all billing questions please contact our office manager Haylie at (801)520-5973 or e-mail her at hydrovacutah@gmail.com

Make all checks payable to Hydro Vac Excavation LLC

Thank you for your business!

<b>Total</b>	\$424,670.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$424,670.00



# Invoice

Date	Invoice #
3/15/2024	1315

1193 N. 2300 W.  
Lehi, Ut. 84043

Bill To

Pleasant Grove City  
323 W. 700 S.  
Pleasant Grove, UT 84062

Line Item 13  
Schedule of Values

P.O. No.	Terms	Date of Service
	Due on receipt	

Description	Qty	Rate	Amount
Black Poly			
Section 26-3			
1219 E. Fort Dr.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1208 E. 470 S.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
514 S. Fort Dr.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
532 S. Fort Dr.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1255 E. Fort Dr.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1223 E. Fort Dr.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1221 E. Fort Dr.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
224 S. 1210 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
246 S. 1210 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
298 S. 1210 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
334 S. 1210 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
356 S. 1210 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
388 S. 1210 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
402 S. 1210 E.			
Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>



# Invoice

Date	Invoice #
3/15/2024	1315

1193 N. 2300 W.  
Lehi, Ut. 84043

**Bill To**  
Pleasant Grove City  
323 W. 700 S.  
Pleasant Grove, UT 84062

P.O. No.	Terms	Date of Service
	Due on receipt	

Description	Qty	Rate	Amount
414 S. 1210 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1207 E. 470 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
Section Week 5			
1219 E. 400 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
357 S. 1210 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1228 E. 300 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1234 E. 300 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1217 E. 300 S. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
247 S. 1210 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
229 S. 1210 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
601 S. Murdock Dr. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1218 E. Fort Dr. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1224 E. Fort Dr. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1236 E. Fort Dr. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
1248 E. Fort Dr. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>





# Invoice

Date	Invoice #
3/15/2024	1315

1193 N. 2300 W.  
Lehi, Ut. 84043

**Bill To**  
Pleasant Grove City  
323 W. 700 S.  
Pleasant Grove, UT 84062

P.O. No.	Terms	Date of Service
	Due on receipt	

Description	Qty	Rate	Amount
545 S. Fort Dr. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
527 S. Fort Dr. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
509 S. Fort Dr. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
491 S. Fort Dr. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
433 S. 1210 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00
417 S. 1210 E. Line item #7 Replacement of 1" Black Poly service line	1	2,700.00	2,700.00

For all billing questions please contact our office manager Haylie at (801)520-5973 or e-mail her at hydrovacutah@gmail.com  
Make all checks payable to Hydro Vac Excavation LLC  
Thank you for your business!

<b>Total</b>	\$91,800.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$91,800.00



# Invoice

Date	Invoice #
3/15/2024	1314

1193 N. 2300 W.  
Lehi, Ut. 84043

**Bill To**  
Pleasant Grove City  
323 W. 700 S.  
Pleasant Grove, UT 84062

P.O. No.	Terms	Date of Service
Change Order #4	Due on receipt	

Description	Qty	Rate	Amount
Pressurized Irrigation Meters Installation **Change Order			
Week 12			
575 E. Center St. 1" Black Poly replace from 1.5" to meter	1	1,200.00	1,200.00
569 E. Center St. 1" Black Poly replace from 1.5" to meter	1	1,200.00	1,200.00
561 E. Center St. 1" Black Poly replace from 1.5" to meter	1	1,200.00	1,200.00
325 E. Center St. 1" Black Poly replace from 1.5" to meter	1	1,200.00	1,200.00
90 N. 300 E. Item #101 Foreman	1	90.00	90.00
Item #102 Labor per man/per hour	2	50.00	100.00
Item #103 Excavation Equipment	1	300.00	300.00
Item #104 Truck & Driver	1	150.00	150.00
Week 15			
471 E. 200 S. Add 2-inch locking ball valve (normal angle)	1	895.00	895.00
455 E. 200 S. Add 2-inch locking ball valve (normal angle)	1	895.00	895.00
351 E. 200 S. Add 1.5-inch locking ball valve (normal angle)	1	750.00	750.00
319 E. 200 S. 1" Black Poly replace from 1.5" to meter	1	1,200.00	1,200.00
309 E. 200 S. 1" Black Poly replace from 1.5" to meter	1	1,200.00	1,200.00

For all billing questions please contact our office manager Haylie at (801)520-5973 or e-mail her at hydrovacutah@gmail.com

Make all checks payable to Hydro Vac Excavation LLC

Thank you for your business!

<b>Total</b>	\$10,380.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$10,380.00

**PARTIAL PAYMENT ESTIMATE  
NO. 1**

Name of Contractor: <b>Contractor</b>		
Name of Owner: <b>Pleasant Grove City</b>		
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: 1-Oct-24	Original: \$2,058,324.34	From: 1-Feb-24
Revised: N/A	Revised: \$2,058,324.34	To: 29-Feb-24

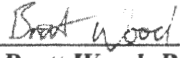
Description of Job: <b>BLVD Well Project</b>		
Amount	This Period	Total To Date
Amount Earned	\$82,792.62	\$82,792.62
Retainage Being Held	\$4,139.63	\$4,139.63
Retainage Being Released	\$0.00	\$0.00
Previous Payments		\$0.00
<b>Amount Due</b>	<b>\$78,652.99</b>	<b>\$78,652.99</b>

Contractor's Construction Progress is ON SCHEDULE

I hereby certify that I have carefully inspected the work and as a result of my inspection and to the best of my knowledge and belief, the quantities shown in this estimate are correct and have not been shown on previous estimates and the work has been performed in accordance with the Contract Documents.

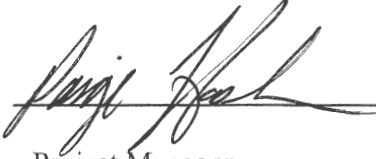
Recommended by Horrocks Engineers

Date: 3/13/2024

  
**Brett Wood, P.E.**  
Project Engineer

Accepted by: **Contractor**

Date: 3/13/24

  
Project Manager

Approved By: **Pleasant Grove City**

Date: \_\_\_\_\_

**Guy Fugal**  
Mayor

Budget Code \_\_\_\_\_ Staff Initial \_\_\_\_\_

PROJECT: BLVD Well Project

PAY PERIOD:

1

Feb-24

ITEM NO.	NATURE OF WORK	CONTRACT ITEMS				QUANTITY		EARNINGS	
		Qty	Units	Unit Price	Bid Amt.	This Month	To Date	This Month	To Date
<b>Base Bid</b>									
1	Mobilization	1.00	LS	\$8,280.55	<b>\$8,280.55</b>	0.38	0.38	\$3,177.79	\$3,177.79
2	Traffic Control	1.00	LS	\$16,071.44	<b>\$16,071.44</b>	0.07	0.07	\$1,200.00	\$1,200.00
3	Storm Drain BMP's	1.00	LS	\$20,357.16	<b>\$20,357.16</b>	0.14	0.14	\$2,850.00	\$2,850.00
4	Well Building	1.00	LS	\$234,837.09	<b>\$234,837.09</b>	0.00	0.00		\$0.00
5	Building Piping and Pumps	1.00	LS	\$522,385.09	<b>\$522,385.09</b>	0.01	0.01	\$7,300.00	\$7,300.00
6	Electrical, Mechanical, and Communication	1.00	LS	\$430,260.63	<b>\$430,260.63</b>	0.00	0.00		\$0.00
7	Site Piping and Site Work	1.00	LS	\$169,546.50	<b>\$169,546.50</b>	0.40	0.40	\$68,264.83	\$68,264.83
8	Site Landscaping	1.00	LS	\$45,319.21	<b>\$45,319.21</b>	0.00	0.00		\$0.00
9	Fencing	1.00	LS	\$32,423.82	<b>\$32,423.82</b>	0.00	0.00		\$0.00
10	Monson Tank Connection Piping	1.00	LS	\$60,141.13	<b>\$60,141.13</b>	0.00	0.00		\$0.00
11	Monson Electrical	1.00	LS	\$188,624.98	<b>\$188,624.98</b>	0.00	0.00		\$0.00
12	Gibson Electrical	1.00	LS	\$182,672.61	<b>\$182,672.61</b>	0.00	0.00		\$0.00
13	Extraneous Electrical Conduit	1.00	LS	\$140,992.87	<b>\$140,992.87</b>	0.00	0.00		\$0.00
14	Temporary Well Flush Piping and Permits	1.00	LS	\$6,411.26	<b>\$6,411.26</b>	0.00	0.00		\$0.00
<b>Subtotal</b>					<b>\$2,058,324.34</b>			<b>\$82,792.62</b>	<b>\$82,792.62</b>

**Total**

**\$2,058,324.34**

	TOTAL		
AMOUNT RETAINED		\$4,139.63	\$4,139.63
RETAINAGE RELEASED			\$0.00
PREVIOUS RETAINAGE			\$0.00
PREVIOUS PAYMENTS			\$0.00
<b>AMOUNT DUE</b>		<b>\$78,652.99</b>	<b>\$78,652.99</b>



# INVOICE

INVOICE NO: **73297**

To: **CITY OF PLEASANT GROVE**  
70 S 100 E  
PLEASANT GROVE, UT 84062

DATE: 2/29/2024

JOB NO: 123715

**Job Name** COOK FAMILY PARK

### PAYMENT REQUEST # 5

ORIGINAL CONTRACT AMOUNT	\$	8,500.00
NET CHANGE BY CHANGE ORDER	\$	<u>11,605,948.45</u>
ADJUSTED CONTRACT AMOUNT	\$	<u><u>11,614,448.45</u></u>
TOTAL COMPLETED TO DATE	\$	1,406,205.86
LESS RETENTION	\$	<u>67,647.69</u>
TOTAL EARNED LESS RETAINAGE	\$	1,338,558.17
LESS PREVIOUS INVOICES	\$	<u>1,181,987.83</u>
<b>AMOUNT DUE THIS REQUEST</b>	\$	<u><u>156,570.34</u></u>

**PLEASE REMIT PAYMENT TO: BIG-D CONSTRUCTION**

IF THERE ARE ANY QUESTIONS REGARDING THIS INVOICE, PLEASE NOTIFY US AT ONCE.

404 WEST 400 SOUTH  
SALT LAKE CITY, UTAH 84101

**APPLICATION AND CERTIFICATION FOR PAYMENT**

DOCUMENT G702

**TO OWNER:**

CITY OF PLEASANT GROVE  
70 S 100 E  
PLEASANT GROVE, UT 84062

**PROJECT:**

COOK FAMILY PARK  
400 N 600 W  
PLEASANT GROVE, UT 84062

APPLICATION NO: 5

PERIOD FROM: 2/1/2024

PERIOD TO: 2/29/2024

Distribution to:

OWNER  
 ARCHITECT  
 CONTRACTOR

**FROM CONTRACTOR:**

BIG-D INC.  
404 W 400 S  
SLC, UT 84101

**VIA ARCHITECT:**

HORROCKS  
2162 WEST GROVE PARK SUITE 100  
PLEASANT GROVE, UT 84062

PROJECT NO: 123715

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 8,500.00
2. Net change by Change Orders	\$ 11,605,948.45
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 11,614,448.45
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703)	\$ 1,406,205.86
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 67,647.69
b. 5 % of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 67,647.69
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,338,558.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 1,181,987.83
8. CURRENT PAYMENT DUE	<b>\$ 156,570.34</b>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 10,275,890.28

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	11,605,948	
Total approved this Month		
<b>TOTALS</b>	11,605,948	-
NET CHANGES by Change Order	11,605,948	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief 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.

**CONTRACTOR:**

By: Tyler Allen Date: 2/28/2024

State of: Utah County of: Utah  
Subscribed and sworn to before me this 28th day of Feb, 20 2024

Notary Public: Jami Mascaro

My Commission expires: 09/07/2025



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 156,570.34

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: Brett Wood Date: 3/14/2024

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.

**OWNER'S REP. CERTIFICATE FOR PAYMENT**

By: Britton Tretten on behalf of Mabate Date: 3/14/2024

CONTRACTOR: BIG-D INC.  
 PROJECT: COOK FAMILY PARK

**SCHEDULE of VALUES**  
 PROJECT NO: 123715

DATE: 2/29/2024  
 PAY APP: 5

A ITEM NO.	B DESCRIPTION OF WORK	C % ITEM OF TOTAL	D SCHEDULE OF VALUES	E CHANGE ORDERS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED		H MATERIALS STORED	I TOTAL COMPLETED & STORED	J % TO DATE	K BALANCE TO FINISH	L LESS PREVIOUSLY BILLED	M AMOUNT DUE THIS REQUEST	N RETENTION WITHHELD 5%
						PREVIOUS APPLICATIONS	PAY REQUEST #5							
0.0	PRECONSTRUCTION	0.46%	8,500.00	44,752.00	53,252.00	53,252.00		-	53,252.00	100.00%	-	53,252.00	-	-
1.0	GENERAL CONDITIONS	4.50%	-	523,161.37	523,161.37	133,575.60	56,179.24	-	189,754.84	36.27%	333,406.53	126,896.82	53,370.28	9,487.74
12.0	FURNISHINGS	12.91%	-	1,500,000.00	1,500,000.00	-	-	-	-	0.00%	1,500,000.00	-	-	-
31.0	EARTHWORK	61.86%	-	7,184,230.38	7,184,230.38	1,005,299.85	95,110.75	-	1,100,410.60	15.32%	6,083,819.78	955,034.86	90,355.21	55,020.53
	RESTROOM	12.97%	-	1,506,464.00	1,506,464.00	-	6,980.00	-	6,980.00	0.46%	1,499,484.00	-	6,631.00	349.00
				-	-									
93.0	BUILDERS RISK	0.62%	-	72,115.14	72,115.14	7,707.93	1,023.33	-	8,731.26	12.11%	63,383.88	7,322.53	972.16	436.56
93.1	GENERAL LIABILITY INSURANCE	0.79%	-	91,415.70	91,415.70	9,770.85	1,297.20	-	11,068.05	12.11%	80,347.65	9,282.31	1,232.34	553.40
94.1	BONDS	0.49%	-	57,020.63	57,020.63	-	-	-	-	0.00%	57,020.63	-	-	-
98.1	CONTRACTOR CONTIGNECY	2.84%	-	329,374.78	329,374.78	-	-	-	-	0.00%	329,374.78	-	-	-
99.0	CM/GM OVERHEAD AND FEE	2.56%	-	297,414.45	297,414.45	31,788.75	4,220.36	-	36,009.11	12.11%	261,405.34	30,199.31	4,009.34	1,800.46
<b>TOTALS</b>		<b>100.00%</b>	<b>8,500.00</b>	<b>11,605,948.45</b>	<b>11,614,448.45</b>	<b>1,241,394.98</b>	<b>164,810.88</b>	<b>-</b>	<b>1,406,205.86</b>	<b>12.11%</b>	<b>10,208,242.59</b>	<b>1,181,987.83</b>	<b>156,570.34</b>	<b>67,647.69</b>

CONTRACTOR: BIG-D INC.  
 PROJECT: COOK FAMILY PARK - RESTROOM

**SCHEDULE of VALUES**  
 PROJECT NO: 123715

DATE: 2/29/2024  
 PAY APP: 5

A ITEM NO.	B DESCRIPTION OF WORK	C % ITEM OF TOTAL	D SCHEDULE OF VALUES	E CHANGE ORDERS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED		H MATERIALS STORED	I TOTAL COMPLETED & STORED	J % TO DATE	K BALANCE TO FINISH	L LESS PREVIOUSLY BILLED	M AMOUNT DUE THIS REQUEST	N RETENTION WITHHELD 5%
						PREVIOUS APPLICATIONS	PAY REQUEST #S							
2.0	EXISTING CONDITIONS	3.56%	-	53,564.00	53,564.00	-	-	-	-	0.00%	53,564.00	-	-	-
3.0	CONCRETE	10.23%	-	154,154.00	154,154.00	-	-	-	-	0.00%	154,154.00	-	-	-
4.0	MASONRY	16.26%	-	244,939.00	244,939.00	-	-	-	-	0.00%	244,939.00	-	-	-
5.0	METALS	6.19%	-	93,217.00	93,217.00	-	6,980.00	-	6,980.00	7.49%	86,237.00	-	6,631.00	349.00
6.0	CARPENTRY	5.26%	-	79,170.00	79,170.00	-	-	-	-	0.00%	79,170.00	-	-	-
7.0	THERMAL & MOISTURE PROTECTION	12.68%	-	190,977.00	190,977.00	-	-	-	-	0.00%	190,977.00	-	-	-
8.0	DOORS AND WINDOWS	6.22%	-	93,652.00	93,652.00	-	-	-	-	0.00%	93,652.00	-	-	-
9.0	FINISHES	1.49%	-	22,513.00	22,513.00	-	-	-	-	0.00%	22,513.00	-	-	-
12.0	FURNISHINGS	2.61%	-	39,296.00	39,296.00	-	-	-	-	0.00%	39,296.00	-	-	-
22.0	PLUMBING	9.82%	-	147,870.00	147,870.00	-	-	-	-	0.00%	147,870.00	-	-	-
23.0	HVAC	6.36%	-	95,740.00	95,740.00	-	-	-	-	0.00%	95,740.00	-	-	-
26.0	ELECTRICAL	14.04%	-	211,560.00	211,560.00	-	-	-	-	0.00%	211,560.00	-	-	-
31.0	EARTHWORK	5.30%	-	79,812.00	79,812.00	-	-	-	-	0.00%	79,812.00	-	-	-
<b>TOTALS</b>		<b>100.00%</b>	<b>-</b>	<b>1,506,464.00</b>	<b>1,506,464.00</b>	<b>-</b>	<b>6,980.00</b>	<b>-</b>	<b>6,980.00</b>	<b>0.46%</b>	<b>1,499,484.00</b>	<b>-</b>	<b>6,631.00</b>	<b>349.00</b>





**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: COOK FAMILY PARK (the "Project")

Job No: 123715

Upon receipt by **Big-D Construction** of a check from **CITY OF PLEASANT GROVE** in the sum of **\$ 156,570.34** Payable to Big-D Construction, and when the check has been properly endorsed and paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights that Big-D Construction has on the Project to the extent outlined below.

This release covers a progress payment to Big-D Construction for all labor, services, equipment or materials furnished to the Project through 2/29/2024 ("Release Date"), but only to the amount paid and does not cover any retention, pending modification, claims and changes, or work performed after the Release Date.

Big-D Construction warrants that it either has already paid or will use the money it receives from this progress payment to promptly pay, to the extent Big-D Construction is paid, all of its laborers, subcontractors, materialmen and suppliers for all labor, materials, equipment and/or services provided for the Project up to the Release Date, and that all services or materials were actually used at the Project.

Big-D Construction further agrees to indemnify and hold **CITY OF PLEASANT GROVE** harmless from any and all damages, costs, expenses and legal fees relating to any claim for amounts paid to Big-D Construction which remain unpaid by Big-D Construction to any other party for labor, materials, and/or equipment relating to any work performed by Big-D Construction on the Project through the Release Date.

Date: 2/29/2024

**BIG-D Construction**  
(Company Name)

By: Tyler Allen  
(Signature)

JCA  
(Title)

**COOK FAMILY PARK****INVOICE 5 DETAIL**

LINE REF/ INV #	DESCRIPTION	UNITS	RATE	AMOUNT	AMOUNT LESS RET.	TOTAL LESS RET.
01-011010 - - 1/22/2024 - 2/18/2024	PROJECT MANAGER KURT KOBAYASHI	80 HRS	115	9,200.00	8,740.00	
01-011020 - - 1/22/2024 - 2/18/2024	PROJECT DIRECTOR BRANDON ECCLES	12 HRS	152	1,824.00	1,732.80	
01-011030 - - 1/22/2024 - 2/18/2024	SUPERINTENDENT JARED KELLER	140 HRS	140	19,600.00	18,620.00	
01-011070 - - 1/22/2024 - 2/18/2024	PROJECT ENGINEER LOGAN MOLENI	72 HRS	74	5,328.00	5,061.60	
01-011220 - - 1/22/2024 - 2/18/2024	JOB COST ACCOUNTANT TYLER ALLEN	16 HRS	66	1,056.00	1,003.20	
01-011230 - - 1/22/2024 - 2/18/2024	PROJECT ADMINSTRATOR JAMI MASCARO	26 HRS	55	1,430.00	1,358.50	
01-011320 - - 1/22/2024 - 2/18/2024	SAFETY COORDINATOR KEN LEMAY	11 HRS	92	1,012.00	961.40	
GSH MATERIAL TESTING 123715 2	123715 2/29 REQ GSH MATERIAL TESTING			4,536.50	4,309.68	
01-015180 - - VISA YARD	TEMP POWER JARED KELLER BIG-D CONSTRUCTION			133.99 1,147.54	127.29 1,090.16	
01-015200 - - 055396861 0 055401663 8	CONSTRUCTION FACILITIES HONEY BUCKET HONEY BUCKET			670.04 340.03	636.54 323.03	
01-015910 - - 901948149 3 901999693 8 901975073 8	FIELD OFFICE WILLIAMS SCOTSMAN WILLIAMS SCOTSMAN WILLIAMS SCOTSMAN			6,502.08 1,577.36 1,574.48	6,176.98 1,498.49 1,495.76	
01-016120 - - SOFTWARE	SOFTWARE BIG-D CONSTRUCTION			247.22	234.86	
<b>GENERAL CONDITIONS TOTAL</b>					<b>56,179.24</b>	<b>53,370.27</b>
<b>05-050000</b>	<b>METALS</b>					
RIGHTWAY STEEL 1 123715	123715 2/29 REQ RIGHTWAY STEEL			6,980.00	6,631.00	
<b>METALS TOTAL</b>					<b>6,980.00</b>	<b>6,631.00</b>
<b>31-310000 - -</b>	<b>EARTHWORK</b>					
SUNROC CORPORATION 4 123715	123715 2/29 REQ SUNROC CORPORATION			95,110.75	90,355.21	
<b>EARTHWORK TOTAL</b>					<b>95,110.75</b>	<b>90,355.21</b>
	<b>BUILDERS RISK</b>			1,023.33	972.16	<b>972.16</b>
	<b>GENERAL LIABILITY INSURANCE</b>			1,297.20	1,232.34	<b>1,232.34</b>
	<b>CONTRACTOR CONTIGENCY</b>			-	-	<b>-</b>
	<b>CM/GC OVERHEAD &amp; FEE</b>			4,220.36	4,009.34	<b>4,009.34</b>
<b>TOTAL</b>					<b>164,810.88</b>	<b>156,570.34</b>



# PAYMENT REQUEST PR2

Cook Family Park

PG, UT

<b>PREVIOUS BILLINGS (INCLUDING RETAINAGE)</b> .....Bottom line G703 Column D	4548.68
<b>SUBTOTAL (THIS MONTH'S WORK)</b> .....Bottom Line G703 Column E	4536.50
<b>LESS RETENTION FOR CURRENT MONTH</b> .....Written as a decimal <u>.05</u> %	226.83
<b>NET AMOUNT DUE THIS PAYMENT REQUEST</b> .....	4,309.67

### BIG-D INTERNAL USE ONLY

JOB NUMBER 123715 VENDOR NO 06790

SUBCONTRACTOR GSH

COST CODE 012119 CATEGORY S

RETAINAGE % .05

PAYMENT DUE DATE: 04/15/2024

JOINT CHECK Y          N           
IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 2/27/2024

### CERTIFICATE BY SUBCONTRACTOR OR SUPPLIER:

I hereby certify that the work performed and the material supplied to date represent the actual value of accomplishment under the terms of the contract and all authorized changes hereto between the undersigned and Big-D, relating to the above project. I further certify that all payments, less any applicable retention, through the period covered by previous payments received from Big-D have been made in full to (1) all my subcontractor (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify that I have complied with Federal, State and local tax laws, including Social Security, Unemployment Compensation, Workman's Compensation and Withholding Tax Laws, insofar as applicable to this contract and that payroll fringe benefits where applicable have been paid.

BY: Danielle Gadd

DATE: 2/27/2024

**TO CONTRACTOR:**

BIG-D CONSTRUCTION CORP.  
1788 W 200 N  
LINDON, Utah 84042

**PROJECT:**

Cook Family Park  
400 N 600 W  
PLEASANT GROVE, Utah 84062

**APPLICATION NO: 2**

**INVOICE NO: PR2**

**PERIOD: 12/17/23 - 02/10/24**

**PROJECT NO: 123715**

**CONTRACT NO: 123715-06790**

**CONTRACT DATE: 10/05/2023**

**CERTIFICATE DATE: 02/23/2024**

**SUBMITTED DATE:**

**FROM SUBCONTRACTOR:**

GSH MATERIALS TESTING AND INSPECTION,  
INC.  
473 W 4800 S  
MURRAY, Utah 84123

**SUBCONTRACT FOR: 012119.S**

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$36,705.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$36,705.00
4. Total completed and stored to date (Column G on detail sheet)	\$9,085.18
5. Retainage:	
a. 5.00% of completed work	\$454.26
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$454.26
6. Total earned less retainage (Line 4 less Line 5 Total)	\$8,630.92
7. Less previous certificates for payment (Line 6 from prior certificate)	\$4,321.25
8. Current payment due:	\$4,309.67
9. Balance to finish, including retainage (Line 3 less Line 6)	\$28,074.08

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: GSH MATERIALS TESTING AND INSPECTION, INC.

By: Danielle Gadd Date: 2/27/2024

State of:

County of:

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My commission expires:

\_\_\_\_\_

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2

APPLICATION DATE: 02/13/2024

PERIOD: 12/17/23 - 02/10/24

**Contract Lines**

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01-012119.S TESTING & INSPECTIONS.Subcontract		\$36,705.00	\$4,548.68	\$4,536.50	\$0.00	\$9,085.18	24.75%	\$27,619.82	\$454.26
<b>TOTALS:</b>			<b>\$36,705.00</b>	<b>\$4,548.68</b>	<b>\$4,536.50</b>	<b>\$0.00</b>	<b>\$9,085.18</b>	<b>24.75%</b>	<b>\$27,619.82</b>	<b>\$454.26</b>

**Grand Totals**

A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
<b>GRAND TOTALS:</b>			<b>\$36,705.00</b>	<b>\$4,548.68</b>	<b>\$4,536.50</b>	<b>\$0.00</b>	<b>\$9,085.18</b>	<b>24.75%</b>	<b>\$27,619.82</b>	<b>\$454.26</b>



**GSH Materials Testing & Inspection, Inc.**  
473 W 4800 S  
Murray, UT 84123  
801-685-9190

Big-D Construction  
404 West 400 South  
Salt Lake City, Utah 84101

Invoice number 0115-138M-04  
Date 02/13/2024

Project 0115-138M-23 Cook Family Park -  
Pleasant Grove

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**MATERIALS TESTING & INSPECTION**

Professional Fees

	Date	Hours	Rate	Billed Amount
<b>Soils Pick-up</b>				
	12/20/2023	2.50	58.00	145.00
	01/18/2024	2.00	58.00	116.00
	Subtotal	4.50		261.00
<b>Project Management</b>				
	12/18/2023	0.50	120.00	60.00
	12/19/2023	0.50	120.00	60.00
	01/02/2024	0.25	120.00	30.00
	01/03/2024	0.50	120.00	60.00
	01/04/2024	0.25	120.00	30.00
	01/05/2024	0.25	120.00	30.00
	01/09/2024	0.25	120.00	30.00
	01/15/2024	0.50	120.00	60.00
	01/16/2024	0.25	120.00	30.00
	01/17/2024	0.50	120.00	60.00
	01/18/2024	0.25	120.00	30.00
	Subtotal	4.00		480.00
<b>Soils Testing Technician OT</b>				
	01/05/2024	1.00	90.00	90.00
	01/15/2024	1.00	90.00	90.00
	Subtotal	2.00		180.00
<b>Soils Testing Technician</b>				
	12/18/2023	2.00	60.00	120.00
	12/19/2023	3.00	60.00	180.00
	01/03/2024	4.00	60.00	240.00
	01/04/2024	2.00	60.00	120.00
	01/05/2024	7.50	60.00	450.00
	01/08/2024	2.00	60.00	120.00



Big-D Construction  
 Project 0115-138M-23 Cook Family Park - Pleasant Grove

Invoice number 0115-138M-04  
 Date 02/13/2024

**MATERIALS TESTING & INSPECTION**

Professional Fees

	Date	Hours	Rate	Billed Amount
Soils Testing Technician				
	01/09/2024	4.50	60.00	270.00
	01/15/2024	2.00	60.00	120.00
	<b>Subtotal</b>	<b>27.00</b>		<b>1,620.00</b>

Lab Tests & Expenses

	Units	Rate	Billed Amount
Miles	680.00	0.85	578.00
Daily Field & Laboratory Reportss	10.00	10.00	100.00
<b>Phase subtotal</b>			<b>3,219.00</b>

Description

**LABORATORY BILLING**

	Units	2.00
<b>PROCTOR</b>	Amount	500.00
	Units	3.00
<b>ATTERBERG LIMITS TEST</b>	Amount	360.00
	Units	3.00
<b>SIEVE ANALYSIS</b>	Amount	360.00
	Units	3.00
<b>SOILS CLASSIFICATION</b>	Amount	97.50
	Units	11.00
	<b>Subtotal</b>	<b>1,317.50</b>
	Units	11.00
	<b>Total</b>	<b>1,317.50</b>

**Invoice total 4,536.50**

**Invoice Summary**

Description	Percent Complete	Original Estimate Amount	Original Estimate Remaining	Prior Billed	Total Billed	Current Billed
<b>Materials Testing &amp; Inspection</b>	81.49	11,889.70	2,201.22	6,469.48	9,688.48	3,219.00
<b>Laboratory Billing</b>						
<b>Proctor</b>	100.00	1,000.00	0.00	500.00	1,000.00	500.00
<b>Atterberg Limits Test</b>	100.00	600.00	0.00	240.00	600.00	360.00
<b>Sieve Analysis</b>	100.00	600.00	0.00	240.00	600.00	360.00
<b>Soils Classification</b>	100.00	162.50	0.00	65.00	162.50	97.50
<b>Specific Gravity (Coarse Aggregate)</b>	100.00	120.00	0.00	120.00	120.00	0.00
<b>Subtotal</b>	<b>100.00</b>	<b>2,482.50</b>	<b>0.00</b>	<b>1,165.00</b>	<b>2,482.50</b>	<b>1,317.50</b>



Big-D Construction  
Project 0115-138M-23 Cook Family Park - Pleasant Grove

Invoice number 0115-138M-04  
Date 02/13/2024

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Total	84.68	14,372.20	2,201.22	7,634.48	12,170.98	4,536.50
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**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Property Name: Cook Family Park

Property Location: PG, UT

Undersigned's Customer: Big-D Construction Corp

Invoice/Payment Application Number: PR2

Payment Amount: 4,309.67

Payment Period: 12/17/2024 - 01/20/2024

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once: (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and (2) the check is paid by the depository institution on which it is drawn. This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period. The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Date: 2/27/2024

GSH  
(Company Name)

By: Danielle Gadd  
(Signature)

Accounts Receivable  
(Title)



# PAYMENT REQUEST PR1

Cook Family Park

PG, UT

<b>PREVIOUS BILLINGS (INCLUDING RETAINAGE)</b> .....Bottom line G703 Column D	0.00
<b>SUBTOTAL (THIS MONTH'S WORK)</b> .....Bottom Line G703 Column E	6980.00
<b>LESS RETENTION FOR CURRENT MONTH</b> .....Written as a decimal <u>.05</u> %	349.00
<b>NET AMOUNT DUE THIS PAYMENT REQUEST</b> .....	6,631.00

### BIG-D INTERNAL USE ONLY

JOB NUMBER 12715 VENDOR NO 35064

SUBCONTRACTOR Rightway Steel

COST CODE 051200.001 CATEGORY S

RETAINAGE % .05

PAYMENT DUE DATE: 04/15/2024

JOINT CHECK Y  N   
IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 2/23/2024

### CERTIFICATE BY SUBCONTRACTOR OR SUPPLIER:

I hereby certify that the work performed and the material supplied to date represent the actual value of accomplishment under the terms of the contract and all authorized changes hereto between the undersigned and Big-D, relating to the above project. I further certify that all payments, less any applicable retention, through the period covered by previous payments received from Big-D have been made in full to (1) all my subcontractor (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify that I have complied with Federal, State and local tax laws, including Social Security, Unemployment Compensation, Workman's Compensation and Withholding Tax Laws, insofar as applicable to this contract and that payroll fringe benefits where applicable have been paid.

BY: Desiree McPhie

DATE: 2/23/2024

**TO CONTRACTOR:**

BIG-D CONSTRUCTION CORP.  
1788 W 200 N  
LINDON, Utah 84042

**PROJECT:**

Cook Family Park  
400 N 600 W  
PLEASANT GROVE, Utah 84062

**APPLICATION NO:** 1

**INVOICE NO:** PR1

**PERIOD:** 02/01/24 - 02/29/24

**PROJECT NO:** 123715

**CONTRACT NO:** 123715-35064

**CONTRACT DATE:** 02/06/2024

**CERTIFICATE DATE:** 02/23/2024

**SUBMITTED DATE:**

**FROM SUBCONTRACTOR:**

RIGHTWAY STEEL LLC  
7611 S LANDING BLVD #200  
WEST JORDAN , Utah 84084

**SUBCONTRACT FOR:** 051200.001.S

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$69,800.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$69,800.00
4. Total completed and stored to date (Column G on detail sheet)	\$6,980.00
5. Retainage:	
a. 5.00% of completed work	\$349.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$349.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$6,631.00
7. Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8. Current payment due:	\$6,631.00
9. Balance to finish, including retainage (Line 3 less Line 6)	\$63,169.00

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: RIGHTWAY STEEL LLC

By: Desiree McPhie Date: 2/23/2024

State of:

County of:

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:

My commission expires:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 1

APPLICATION DATE: 02/20/2024

PERIOD: 02/01/24 - 02/29/24

**Contract Lines**

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	05-051200-001 .S STRUCTURAL STEEL.Subcontract	Steel Fabrication & Installation for Restroom & Storage Building	\$69,800.00	\$0.00	\$6,980.00	\$0.00	\$6,980.00	10.00%	\$62,820.00	\$349.00
<b>TOTALS:</b>			<b>\$69,800.00</b>	<b>\$0.00</b>	<b>\$6,980.00</b>	<b>\$0.00</b>	<b>\$6,980.00</b>	<b>10.00%</b>	<b>\$62,820.00</b>	<b>\$349.00</b>

**Grand Totals**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
<b>GRAND TOTALS:</b>		<b>\$69,800.00</b>	<b>\$0.00</b>	<b>\$6,980.00</b>	<b>\$0.00</b>	<b>\$6,980.00</b>	<b>10.00%</b>	<b>\$62,820.00</b>	<b>\$349.00</b>



**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Property Name: Cook Family Park

Property Location: PG, UT

Undersigned's Customer: Big-D Construction Corp

Invoice/Payment Application Number: PR1

Payment Amount: 6,631.00

Payment Period: 2/29/2024

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once: (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and (2) the check is paid by the depository institution on which it is drawn. This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period. The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Date: 2/23/2024

Rightway Steel  
(Company Name)

By: Desiree McPhie  
(Signature)

Finance Manager  
(Title)



# PAYMENT REQUEST PR4

Cook Family Park  
Pleasant Grove, UT

<b>PREVIOUS BILLINGS (INCLUDING RETAINAGE)</b> .....Bottom line G703 Column D	1005299.85
<b>SUBTOTAL (THIS MONTH'S WORK)</b> .....Bottom Line G703 Column E	95110.75
<b>LESS RETENTION FOR CURRENT MONTH</b> .....Written as a decimal <u>.05</u> %	4,755.54
<b>NET AMOUNT DUE THIS PAYMENT REQUEST</b> .....	90,355.21

### BIG-D INTERNAL USE ONLY

JOB NUMBER 123715 VENDOR NO 30893

SUBCONTRACTOR Sunroc

COST CODE 310000 CATEGORY S

RETAINAGE % .05

PAYMENT DUE DATE: 04/15/2024

JOINT CHECK Y  N

IF YES - ATTACH PAYEE INFORMATION

APPROVED BY: Kurt Kobayashi

DATE: 2/27/2024

### CERTIFICATE BY SUBCONTRACTOR OR SUPPLIER:

I hereby certify that the work performed and the material supplied to date represent the actual value of accomplishment under the terms of the contract and all authorized changes hereto between the undersigned and Big-D, relating to the above project. I further certify that all payments, less any applicable retention, through the period covered by previous payments received from Big-D have been made in full to (1) all my subcontractor (sub-contractors) and (2) for all materials and labor used in or in connection with the performance of this contract. I further certify that I have complied with Federal, State and local tax laws, including Social Security, Unemployment Compensation, Workman's Compensation and Withholding Tax Laws, insofar as applicable to this contract and that payroll fringe benefits where applicable have been paid.

BY: Dave Christofferson

DATE: 2/27/2024

**TO CONTRACTOR:**

BIG-D CONSTRUCTION CORP.  
1788 W 200 N  
LINDON, Utah 84042

**PROJECT:**

Cook Family Park  
400 N 600 W  
PLEASANT GROVE, Utah 84062

**APPLICATION NO:** 4

**INVOICE NO:** PR4

**PERIOD:** 02/01/24 - 02/29/24

**PROJECT NO:** 123715

**CONTRACT NO:** 123715-30893

**CONTRACT DATE:** 10/04/2023

**CERTIFICATE DATE:** 02/27/2024

**SUBMITTED DATE:**

**FROM SUBCONTRACTOR:**

SUNROC CORPORATION  
PO BOX 778  
OREM, Utah 84059

**SUBCONTRACT FOR:** 310000.S

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1.	Original Contract Sum	\$7,165,426.00
2.	Net change by change orders	\$18,804.38
3.	Contract Sum to date (Line 1 ± 2)	\$7,184,230.38
4.	Total completed and stored to date (Column G on detail sheet)	\$1,100,410.60
5.	Retainage:	
	a. 5.00% of completed work	\$55,020.54
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$55,020.54
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$1,045,390.06
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$955,034.85
8.	Current payment due:	\$90,355.21
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$6,138,840.32

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR: SUNROC CORPORATION

By: Dave Christofferson Date: 2/27/2024

State of:  
County of:  
Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My commission expires:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$765.90	\$0.00
Total approved this month:	\$18,038.48	\$0.00
Totals:	\$18,804.38	\$0.00
Net change by change orders:	\$18,804.38	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4

APPLICATION DATE: 02/22/2024

PERIOD: 02/01/24 - 02/29/24

**Contract Lines**

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.S EARTHWORK.Subcontract	Earthwork	\$2,414,912.00	\$514,446.35	\$93,126.25	\$0.00	\$607,572.60	25.16%	\$1,807,339.40	\$30,378.63
2	31-310000.S EARTHWORK.Subcontract	Asphalt	\$1,561,501.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,561,501.00	\$0.00
3	31-310000.S EARTHWORK.Subcontract	Utilities	\$2,651,163.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,651,163.00	\$0.00
4	31-310000.S EARTHWORK.Subcontract	SWPPP	\$57,850.00	\$10,853.50	\$1,984.50	\$0.00	\$12,838.00	22.19%	\$45,012.00	\$641.91
5	31-310000.S EARTHWORK.Subcontract	Demolition	\$480,000.00	\$480,000.00	\$0.00	\$0.00	\$480,000.00	100.00%	\$0.00	\$24,000.00
<b>TOTALS:</b>			<b>\$7,165,426.00</b>	<b>\$1,005,299.85</b>	<b>\$95,110.75</b>	<b>\$0.00</b>	<b>\$1,100,410.60</b>	<b>15.36%</b>	<b>\$6,065,015.40</b>	<b>\$55,020.54</b>

**Change Orders**

A	B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
<b>6</b>	<b>CCO # 001 123715-30893-CCO001-Sunroc</b>									
6.1	31-310000.S 4" Water Shut Off Requested by Owner	\$765.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$765.90	\$0.00
<b>7</b>	<b>CCO # 002 123715-30893-CCO002-Sunroc</b>									
7.1	31-310000.S Removal of Unforeseen Soil Conditions	\$18,038.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,038.48	\$0.00
<b>TOTALS:</b>		<b>\$18,804.38</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$18,804.38</b>	<b>\$0.00</b>

**Grand Totals**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
<b>GRAND TOTALS:</b>		<b>\$7,184,230.38</b>	<b>\$1,005,299.85</b>	<b>\$95,110.75</b>	<b>\$0.00</b>	<b>\$1,100,410.60</b>	<b>15.32%</b>	<b>\$6,083,819.78</b>	<b>\$55,020.54</b>





Sunroc Corporation  
 PO Box 778  
 Orem, UT, 84059  
 801-722-2120

# INVOICE

**To: BIG-D CONSTRUCTION-Lindon**  
**1788 WEST 200 NORTH**  
**LINDON, UT, 84042**

Invoice #: 51035\*04  
 Invoice Date: 2/23/2024  
 Due Date: 3/24/2024  
 Payment Terms: Net 30 days  
 Customer Ref #:  
 Customer Phone: (801) 796-8205  
 Customer Fax: (801) 796-8206

**Job: Cook Family Park**

Description	Contract Amount	Previous Applications	Work Completed	Total Complete	%	Balance to Finish
Earthwork	2,414,913.00	514,446.35	93,126.25	607,572.60	25.16	1,807,340.40
Asphalt	1,561,500.50	0.00	0.00	0.00	0.00	1,561,500.50
Utilities	2,651,162.50	0.00	0.00	0.00	0.00	2,651,162.50
SWPPP	57,850.00	10,853.50	1,984.50	12,838.00	22.19	45,012.00
Demolition	480,000.00	480,000.00	0.00	480,000.00	100.00	0.00
	<b>7,165,426.00</b>	<b>1,005,299.85</b>	<b>95,110.75</b>	<b>1,100,410.60</b>	<b>100.00</b>	<b>6,065,015.40</b>

**Total Billed To Date: 1,100,410.60**  
**Less Retainage: 55,020.53**  
**Total Less Retainage: 1,045,390.07**  
**Less Previous Applications: 955,034.86**  
**Total Due This Invoice: 90,355.21**

PLEASE PAY FROM THIS INVOICE

All accounts due 15th of the month following date of billing.  
 In the event payment is not made by due date, a FINANCE CHARGE  
 of 1.5% per month (ANNUAL PERCENTAGE RATE 18%) will be added.



**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Property Name: Cook Family Park

Property Location: Pleasant Grove, UT

Undersigned's Customer: Big-D Construction Corp

Invoice/Payment Application Number: PR4

Payment Amount: 90,355.21

Payment Period: February 29, 2024

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once: (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and (2) the check is paid by the depository institution on which it is drawn. This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount. This waiver and release does not apply to any retention withheld; any items, modifications, or changes pending approval; disputed items and claims; or items furnished or invoiced after the Payment Period. The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Date: 2/27/2024

Sunroc  
(Company Name)

By: Dave Christofferson  
(Signature)

Project Manager  
(Title)