



NOTICE OF A SPECIAL SESSION OF THE CITY COUNCIL

June 14, 2024, at 11:00 AM

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a Special Session on Friday, June 14, 2024, at 11:00 AM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

1. CALL TO ORDER

2. CONSENT

- 2.1. Approval of the May 22, 2024, City Council Meeting Minutes**
- 2.2. Approval of PTIF Management Authorization (Resolution 2024-14)**
- 2.3. Shade Sails Bid Award (Resolution 2024-16)**
- 2.4. Special Event Fee Waiver - Art in the Park**
- 2.5. Special Event Fee Waiver - Walk-A-Thon & Benefit Concert**

3. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of (these are just a few of the items listed, see Utah Code 52-4-205 for the entire list):

- a strategy sessions to discuss pending or reasonably imminent litigation

4. BUSINESS ITEMS

4.1. Discussion and Action - Settlement Agreement

City Attorney Jayme Blakesley will present a settlement agreement.

5. ADJOURNMENT

6. CONSENT ITEMS

The next meeting is on June 26th 2024.

This meeting may be held in a way that will allow a councilmember to participate electronically. The Public is invited to participate in all City Council meetings. In compliance with the

Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (385) 338-5183.

I, the undersigned Deputy Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON:

June 13th 2024

CERTIFIED (NOTICED) BY:

/s/ Tony Lara

TONY LARA, DEPUTY CITY RECORDER



**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

May 22, 2024, at 6:00 PM

City Council Chambers
125 South Main Street, Vineyard, Utah

Present

Mayor Julie Fullmer
Councilmember Sara Cameron
Councilmember Jacob Holdaway
Councilmember Mardi Sifuentes
Councilmember Amber Rasmussen

Absent

Staff Present: City Manager Eric Ellis, City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Chief Building Official Cris Johnson, Community Development Director Morgan Brim, Finance Director Kristie Bayles, Public Works Director Naseem Ghandour, Environmental Utilities Manager Sullivan Love, Parks and Recreation Director Brian Vawdrey, and Deputy Recorder Tony Lara.

Others Speaking: Deputy Director of Utah Forestry Fire and State Lands Ben Stiremen, Utah County Health Department Mosquito Abatement Director Dan Miller, Residents Daria Evans, Karen Cornileous, Cole Kelley, David Lauret, Carson Walker and Orem resident Elise Steele.

1. CALL TO ORDER

 Mayor Fullmer started the meeting at 7:40pm

2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

3. WORK SESSION

3.1. FFSL Presentation on Permit process and Walkara Way

Ben Stiremen, Deputy Director of Utah Forestry Fire and State Lands, will present the process that the Division uses to review and approve projects proposed on state sovereign lands. Vineyard City has proposed such a project around Vineyard Beach and this will help the council and the public understand their development approval process. Additionally, he will discuss the progress of the Walkara Way Project.

 FFSL Deputy Director Ben Stiremen gave his presentation and answered questions on planning. There was further discussion and clarification on the planning process.

 Councilmember Holdaway shared his concerns about the public release of conceptual drawings and what he saw as violations of public trust doctrine. A discussion ensued.

 Mr. Stiremen began his presentation on the Wakara Way project.

3.2. Mosquito Abatement

Utah County Health Department Mosquito Abatement Director Dan Miller will lead a discussion about mosquito abatement.

 Councilmember Holdaway left the meeting at 8:07pm.

 Director Dan Miller gave his presentation on mosquito abatement and answered questions from the council and staff.

3.3. Forms of Government

City Attorney Jayme Blakesly will lead a discussion about forms of Government.

 Councilmember Sifuentes asked to move this item to a later date so as to allow the for the full council to be present. Mayor Fullmer agreed to look over the agenda and find a time to have the presentation rescheduled to.

3.4. Review of certain financial policies related to Human Resources.

 Councilmember Sifuentes asked if this could be moved to a later date as well, when there would be a full council present. Mayor Fullmer explained that there were time frame concerns around this specific item and that it needed to be presented before the final budget.

 City Manager Eric Ellis gave his presentation and answered questions from the council.

 Councilmember Cameron initiated a discussion about purchasing policies.

4. PUBLIC COMMENTS

 Daria Evans, living in the Villas, requested a follow up on the land value question she had asked in the meeting on May 8th, regarding the land that was being donated to be used in the construction of a future city hall. Mayor Fullmer referred her to RDA Director Josh Daniels for further information. Additionally, Ms. Evans wanted to encourage the council to take its time and think carefully about planning with regard to the previously discussed Vineyard Beach project.

 Mayor Fullmer read a comment left by Elise Steele, a resident of Orem.

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Mayor Fullmer asked for reports from councilmembers.

 Councilmember Sifuentes gave a report regarding a parking pass program and her discussions with the Lakefront Homeowner's Association.

 Councilmember Rasmussen gave a report on the progress of Bike Month as well as on the community garden and water week.

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

 City Manager Eric Ellis presented staff reports and answered council questions on Shade Sails and short-term rental ordinances.

7. CONSENT ITEMS

7.1. Approval of the May 8th 2024, City Council Meeting Minutes.

7.2. Approval of the May 7th 2024, Special Session Meeting Regarding Alpine School District.

7.3. Approval of Event Fee Waivers

7.4. Approval of a Signature policy on Information Request

 Mayor Fullmer asked to remove item 7.4

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT CONSENT ITEMS 7.1, 7.2, AND 7.3 AS PRESENTED. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER AND COUNCILMEMBERS SIFUENTES, CAMERON, AND RASMUSSEN VOTED YES. COUNCILMEMBER HOLDAWAY WAS EXCUSED. THE MOTION PASSED WITH ONE ABSENT.

8. APPOINTMENTS

No appointments were made

9. BUSINESS ITEMS

9.1. Public Hearing - Proposed Tentative Fiscal Year 2024-2025 Budget

The mayor and City Council will hear public comment regarding the adopted Tentative Fiscal Year 2024-2025 Budget. Utah State Code 10-6-115 states that after the conclusion of the public hearing, the mayor and City Council may continue to review the tentative budget. Approval of the final budget is tentatively scheduled for June 26.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO OPEN PUBLIC HEARING AT 9:12 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER AND COUNCILMEMBERS SIFUENTES, CAMERON, AND RASMUSSEN VOTED YES. COUNCILMEMBER HOLDAWAY WAS EXCUSED. THE MOTION PASSED WITH ONE ABSENT.

133  Finance Director Kristie Bayles reviewed the Tentative Fiscal Year 2024-2025 Budget,
134 explaining which capital projects were new and carryover.
135

136  Resident David Lauret, living on Holdaway Road, wanted to know more about the
137 Holdaway Road Bike Blvd. Public Works Director Naseem Ghandour provided clarification on
138 the project. A discussion ensued about the design and approval process involved with the project.
139

140  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO CLOSE PUBLIC HEARING AT
141 9:23 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR
142 FULLMER AND COUNCILMEMBERS SIFUENTES, CAMERON, AND RASMUSSEN
143 VOTED YES. COUNCILMEMBER HOLDAWAY WAS EXCUSED. THE MOTION PASSED
144 WITH ONE ABSENT.
145

146 10. CLOSED SESSION

147
148  **Motion:** COUNCILMEMBER SIFUENTES MOTIONED TO ENTER A CLOSED
149 SESSION FOR THE PURPOSE OF A STRATEGY SESSION TO DISCUSS PENDING OR
150 REASONABLY IMMINENT LITIGATION, IMMEDIATELY FOLLOWING THE MAY 22ND
151 CITY COUNCIL MEETING. COUNCILMEMBER CAMERON SECONDED THE MOTION.
152 ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER AND COUNCILMEMBERS
153 SIFUENTES, CAMERON, AND RASMUSSEN VOTED YES. COUNCILMEMBER
154 HOLDAWAY WAS EXCUSED. THE MOTION PASSED WITH ONE ABSENT.
155

156 11. ADJOURNMENT

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158 Mayor Fullmer adjourned the meeting at 9:24pm
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165 **MINUTES APPROVED ON:** _____

166
167
168 **CERTIFIED CORRECT BY:** _____

169
170 **TONY LARA, DEPUTY CITY RECORDER**





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 14, 2024

Agenda Item: Approval of PTIF Management Authorization (Resolution 2024-14)

Department: Finance

Presenter: Eric Ellis

Background/Discussion:

The Utah State Treasurer's Office requires that the City Council pass a resolution giving at least two individuals authority to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Vineyard City.

Fiscal Impact:

Recommendation:

Approval of the Resolution

Sample Motion:

I move to approve the resolution as presented by staff giving authority to Kristie Bayles, Zack Adams, and Eric Ellis to add or delete users; to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Vineyard City.

Attachments:

1. PTIF Entity Resolution Form 6-12-24
2. PTIF Approval RES



1. Certification of Authorized Individuals

I, Julie Fullmer (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Vineyard City (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Name	Title	Email	Signature(s)
Kristie Bayles	Finance Director	kristieb@vineyardutah.org	
Zack Adams	Treasurer	zacka@vineyardutah.org	
Eric Ellis	City Manager	erice@vineyardutah.org	

The authority of the named individuals to act on behalf of Vineyard City (Name of Legal Entity) shall remain in full force and effect until written revocation from Vineyard City (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 12 day of June, 2024, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
		Julie Fullmer	Mayor

STATE OF UTAH)
)
COUNTY OF _____)

Subscribed and sworn to me on this 12 day of June, 2024, by
Julie Fullmer (Name), as Mayor (Title) of
Vineyard City (Name of Entity), proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature_____

VINEYARD CITY

RESOLUTION NO. 2024-14

**A RESOLUTION OF THE CITY COUNCIL OF VINEYARD CITY
AUTHORIZING CERTAIN INDIVIDUALS TO MAKE CHANGES TO
THE CITY'S PTIF FUND ACCOUNT.**

WHEREAS, the City Council of Vineyard City has determined that it will aid the efficient fiscal operations of the City for the City to designate those individuals who shall have access to and the ability to alter authorizations of the City's PTIF account; and

WHEREAS, in the interest of fiscal integrity and sound financial practices, the City Council now desires to make the required authorizations;

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF
VINEYARD AS FOLLOWS:**

Section 1. Adoption. The City Council of Vineyard, Utah hereby authorizes the City's Finance Director and the City's Treasurer to have access to the City's PTIF account to make administrative changes. The City Manager is hereby authorized by the City Council to provide the attached Certification of Authorized Individuals to the State Treasurer's Office listing the name and position of the City's Finance Director and the name and position of the City's Treasurer.

Section 2. Severability. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 12th day of June, 2024.

Mayor

Attest:

Deputy Recorder

Meeting Date: June 12, 2024

Agenda Item: Award of Contract for Vineyard Grove Park and Penny Springs Park Shade Structures

Department: Parks and Recreation Department

Presenter: Brian Vawdrey

Introduction: Vineyard City Staff recommends awarding the contract for the construction and installation of shade structures at Vineyard Grove Park and Penny Springs Park to Garrett Parks and Play.

Vineyard City has identified the need for shade structures at Vineyard Grove Park and Penny Springs Park to enhance the comfort and usability of these public spaces. A bid was solicited for this project, and three bidders submitted a comprehensive proposal detailing the costs and scope of work for both parks.

General Scope of Work:

- **By Contractor:**

- Mobilization and general conditions
- Demolition, clearing, and grubbing of footing areas
- Excavation of footing areas
- Installation of cantilevered rectangular fabric shade structures, poles, and canopies
- Installation of triangular shade sail footings, poles, and canopies
- Replenishing and repairing existing play surfacing

Vineyard Grove Park:

- One (1) Playground Shade Sail Structure
- Two (2) Bench Shade Sail Structures

Penny Springs Park:

- One (1) Playground Shade Sail Structure
- Two (2) Bench Shade Sail Structures

- **By City:**

- Planting new trees, re-sodding or re-planting, and repairing affected irrigation systems.

Vineyard Grove Park:

- Eleven (11), London Plane Tree (2-inch)
- 241 square feet, Kentucky Bluegrass Sod

Penny Springs Park:

- Twelve (12), Feather Reed Grass (1 Gallon)
- 214 Square Feet, Bark Mulch
- 56 Square Feet, Kentucky Bluegrass Sod

Bid Alternate

- Additional Triangular Shades at Vineyard Grove Park include Poles, Canopies, and a 6” Concrete Footing Cap.

Cost-Plus

- The concrete footer design depends on the shade sail manufacturer. Therefore, the City requested a cost-plus arrangement, where the City pays the contractor the actual cost of the footer design and construction plus the contractor's proposed percentage.

The bid includes all necessary labor, materials, equipment, permits, fees, coordination, and management to complete the project.

Evaluation:

Three companies' proposals were received and have been reviewed and evaluated for compliance with the project specifications and budget. The Garrett Parks & Play bid was the most competitive of the three proposals received (**Figure 1**); their experience and qualifications in similar projects have been verified, and their bid is deemed responsive and competitive.

	Grove Park	Penny Springs Park	Total	Bid Alternate	Cost-Plus Index
Garrett Park & Play:	\$ 209,792.00	\$ 213,523.75	\$ 423,315.75	\$ 33,453.15	10%
Bidder 2:	\$ 411,580.00	\$ 391,925.00	\$ 803,505.00	\$ 42,000.00	10%
Bidder 3:	\$ 458,865.00	\$ 499,000.00	\$ 957,865.00	\$ 59,500.00	25%

Figure 1: Table showing the bid amounts for each park, along with Bid Alternative and Cost-Plus Index

Funding:

The total cost is \$423,315.75

Funding for this project is allocated in the current fiscal year Capital Project Budget.

Recommendation: Staff recommends awarding Garrett Parks and Play the contract for the construction and installation of shade structures at Vineyard Grove Park and Penny Springs Park.

Sample Motion: "I move to adopt resolution 2024-16, to authorize the City Manager to enter into a contract to award Garrett Parks and Play the contract for the construction and installation of shade structures at Vineyard Grove Park and Penny Springs Park."

Attachments:

1. Resolution 2024-16
2. Garrett Parks and Play Bid
3. Vineyard City Project Scope of Work
4. Vineyard City Project Designs

RESOLUTION 2024-16

A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO GARRETT PARK & PLAY. TO PROVIDE SHADE SAILS TO VINEYARD CITY

WHEREAS, notice to bidders has been duly given as required by law; and

WHEREAS, after consideration of all bids filed (see exhibit A or see attached bid sheet), it was determined that Garrett Park & Play is the best qualified bidder to provide Shade Sails to Vineyard City;

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

Section 1. The bid be awarded to Garrett Park & Play. to provide Shade Sails to Vineyard City

Section 2. Total cost of \$423,315.75.

Section 3. That city staff are hereby authorized and directed to execute the contract as is herein referred and allow the City Manager to sign said contract.

Section 4. This resolution shall take effect upon passing.

Passed and dated this 12th day of June 2024.

Mayor

Attest:

Deputy Recorder



Shade Design Package

Vineyard Grove Park and Penny Springs Park
Vineyard City, UT 84059

Ms. McDermott
kinslim@vineyardutah.org

Garrett Parks and Play
hello@garrettplay.com

**DOCUMENT 00 41 43
BID FORM**

PART 1 GENERAL

1.1 BIDDER

- A. The Bidder is as follows

Name: Garrett Parks and Play

Address: P.O. Box 57426

Murray, UT 84157

Telephone number: (800) 748-4608 Fax number: _____

Tax identification number: 87-0474795

- B. Bidder holds license number 1252115-5501, issued on the 30th day of November, 2009, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a Contractor with LRF Contractor. License renewal date is the 30th day of November, 2025.

- C. The undersigned hereby acknowledges receipt of the following Addenda.

(list Addenda numbers here)

1.2 BID PROPOSAL

- A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery, and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as

Vineyard Grove Park and Penny Springs Park Shade Structures

- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule and that all pricing should include all labor,

Vineyard City

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Vineyard Grove Park and
Penny Springs Park
Shade Structures

materials, equipment, permits, fees, coordination, management, surveying/staking, etc. required for a complete project.

- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to ensure compliance with all requirements of the Contract Documents.
- E. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Award, and to begin work within ten (10) days after being notified to do so by the OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time, or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.
- G. The Contract will be awarded as a Lump Sum contract by Phase as delineated in the bid form below. It is understood that the OWNER has the right to reject this proposal or to accept it, or any portion therein, at the prices listed in the Bid Schedule.

1.3 REFERENCES

- A. APWA 01 29 00: Payment Procedures.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

- A. This document will be added to the Agreement by reference.

PART 2 BID SCHEDULE

2.1 BASE BID

- A. The Base Bid includes all work and materials necessary to complete the Project including but not limited to mobilization; demolition and removal; clearing and grubbing; construction staking and layout; traffic control; excavation; installation of shade sail footings, poles, and canopies; replenishing and repairing existing play surfacing; repairing concrete edger. Planting new trees, re-sodding or re-planting; and renovating and repairing affected irrigation systems will be completed by Owner.

VINEYARD GROVE PARK

TOTAL BID PRICE FOR MOBILIZATION AND GENERAL CONDITIONS

Mobilization and general conditions price is included in the installation price of the shades

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR DEMOLITION, CLEARING AND GRUBBING, AND REMOVAL

It is our understanding that the demolition, clearing and grubbing, and removal is limited to the footing areas shown on drawing LD101G. Any other demolition, clearing and grubbing, or removal is not included in this bid. This is included in the installation price of the shades.

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR EXCAVATION

It is our understanding that the excavation is limited to the footing areas shown on drawing LD101G. Any other excavation is not included in this bid. This is included in the installation price of the shades

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR INSTALLATION OF CANTILEVERED RECTANGULAR FABRIC SHADE STRUCTURES, POLES, AND CANOPIES INCLUDING 6" CONCRETE FOOTING CAP

Forty-two thousand, four hundred and thirty-six dollars and fifty-five cents

_____ DOLLARS (\$ 42,436.55)
(use words)

TOTAL BID PRICE FOR INSTALLATION OF TRIANGULAR SHADE SAIL FOOTINGS, POLES, AND CANOPIES INCLUDING 6" CONCRETE FOOTING CAP

One hundred and sixty-seven thousand, three hundred and fifty-five dollars and forty-five cents

_____ DOLLARS (\$ 167,355.45)

Vineyard City

00 41 43

Vineyard Grove Park and
Penny Springs Park
Shade Structures

(use words)

TOTAL BASE BID PRICE FOR VINEYARD GROVE PARK (Sum of the above)

Two hundred and nine thousand, seven hundred and ninety-two

_____ DOLLARS (\$ 209,792.00)

(use words)

Final price for the concrete footings for shade sails shall be provided once structural footings have been designed (by supplier) and shall be on a Cost Plus basis. Provide "Plus" percentage below:

PERCENTAGE ADD FOR COST PLUS FOOTINGS FOR VINEYARD GROVE PARK

Ten _____ PERCENT (_____ 10 _____ %)

(use words)



Estimate 24111VG-1-2

Ship To

City of Vineyard

Naseem Ghandour or Patrick James,
patrickj@vineyardutah.org

Vineyard, UT 84059

Date

5/29/2024

Expires

6/28/2024

Salesperson

Vern Garrett

Site

Vineyard Grove-Shades

Project Name

Vineyard Grove and Penny Springs-Shade
Structures

PRODUCT**DESCRIPTION****QTY****RATE****AMOUNT**

Fabric Shade

Custom Sail Shade,
Sail #1-#3: 3 Tops,
5 Posts, 18'-24'
Entry, Commercial
430 Fabric, RBP,
per bid drawing
page 5

1.00

\$117,855.45

\$117,855.45

Fabric Shade

(Optional ADD)
Custom Sail Shade,
Sail #4, 1 Top, 1
Colum, 18'-24'
Entry, Commercial
430 Fabric, RBP,
per bid drawing
page 10

1.00

\$23,553.15

\$23,553.15

Fabric Shade

20'X10' Full Hip
Cantilever,
Commercial 430,

2.00

\$12,418.28

\$24,836.55



RBP

Installation	Installation of Main Custom Sail Shade	1.00	\$49,500.00	\$49,500.00
Installation	(Optional ADD) Custom Sail Shade (#4) addition	1.00	\$9,900.00	\$9,900.00
Installation	Installation of Cantilevers	2.00	\$8,800.00	\$17,600.00

Subtotal \$243,245.15

Sales Tax (0.00%) \$0.00

Site preparation, excavation and/or removal of existing equipment is not included unless specified in the above line items and the Scope of Work below.

TOTAL **\$243,245.15**

Deposit Required at Time of Order **\$60,811.29**



Notice to Proceed / Terms and Conditions

By signing this Estimate and/or paying the required deposit, you authorize Garrett Parks and Play to order the product(s) requested and/or begin site work on your project. Work cannot begin and orders cannot be placed until a signed Estimate and deposit has been received.

Please send the executed estimate to orders@garrettplay.com.

Payment may be made in the form of a check sent to **Garrett Parks and Play, PO Box 57426, Murray, UT 84157** or via credit card (will require a 3% processing fee).

Scope of Work

Products

We represent many different high-quality recreation equipment vendors and strive to offer you the best selection possible. We will do our best to accommodate any reasonable requests, but keep in mind that any changes to this Estimate after it has been approved and the product and/or services have been ordered may result in additional charges and/or Change Orders. Please send any product condition concerns or warranty claims to orders@garrettplay.com.

Freight

All quotes include freight FOB Vineyard unless otherwise noted. After 6/28/2024 this Estimate expires and so do the associated rates. This is because freight rates provided by carriers change frequently and are only guaranteed for a limited amount of time.

Permits

Unless otherwise stated in this Estimate, you will be responsible for obtaining and paying for all necessary permits, licenses, and any other instruments required to perform the services included in your Estimate. Garrett Parks and Play will fully cooperate with you in the obtaining of any permits and licenses, as necessary.

Offloading

Garrett Parks and Play offers offloading services for an additional charge of \$1,500.00. This is an optional service; if you plan on offloading the equipment yourself, please make sure to have at least enough help available to get the equipment off the truck(s).

Installation

If specified in the above Scope of Work, Garrett Parks and Play will install your products according to project specifications contained in this Estimate and all manufacturers' requirements. All materials needed to complete installation are included in this price. Any changes to your specifications after your Estimate has been signed may result in Change Order(s). Our installation price is based on typical site conditions. By signing this Estimate you agree and acknowledge that if issues arise with installation due to atypical site conditions, including but not limited to buried utility lines, caliche, high water tables, reinforced concrete, etc., the cost to perform this work will increase and will result in Change Order(s).

Warranty Work

Any equipment purchased as a result of a warranty claim will be installed free of charge if the age of the original equipment is less than 5 years. If it is



more than 5 years old, you agree and acknowledge that you are responsible for any costs associated with the replacement of the damaged equipment and that Garrett Parks and Play will not provide this service unless explicitly stated in your Estimate.

Demolition

If specified in your Estimate, Garrett Parks and Play will demolish your old recreational products according to project specifications contained in this Estimate. Any changes to your specifications after your Estimate has been signed may result in Change Order(s). Our demolition price is based on typical site conditions. By signing this Estimate you agree and acknowledge that if issues arise with demolition due to atypical site conditions, including but not limited to buried utility lines, caliche, high water tables, concrete, etc., the cost to perform this work will increase and may result in Change Order(s).

Site Work

If specified in your Estimate, Garrett Parks and Play will complete all site work in accordance with the plans, specifications and all applicable laws and regulations. Any changes to specifications required to complete the project after receipt of a signed Estimate may result in Change Order(s).

Playground Post-installation Safety Inspection

At your request, the equipment installed as part of this Estimate can be inspected by a third party inspector after work has been finished to ensure it has been completed according to manufacturer's recommendations and current safety standards. The cost for this service varies on the size of the project and will generate a Change Order or additional invoice if not included in this Estimate.

Standalone Playground Safety Audit

If specified in your Estimate, a third party Certified Playground Safety Inspector (CPSI) will perform a safety audit on playground equipment to identify compliant and non-compliant conditions using probes and gauges to rate playground conditions against current safety standards and guidelines. The audit document will contain hazard priority ratings for all compliant and non-compliant conditions based on predictable results (possibility, probability, and consequence) and provide a basis for these findings. It will also establish repair, removal, and replacement priorities based on the potential for injury to ensure non-compliant conditions are clear and can be corrected in a timely manner.

Invoicing

Garrett Parks and Play uses progress invoicing to ensure our vendors are paid in a timely manner. Please provide an Accounts Payable contact below to make sure these invoices are delivered to the correct person.

AP Contact

AP Email

Late Charges

Payments received 30 or more days after the terms of your invoice are subject to a late fee of 5% of your outstanding balance.



Acceptance

You acknowledge that by signing this Estimate and submitting your deposit, you are notifying Garrett Parks and Play to proceed with their project and that the Terms and Conditions of this Estimate have been read and understood.

By _____

Name _____

Date _____

PENNY SPRINGS PARK**TOTAL BID PRICE FOR MOBILIZATION AND GENERAL CONDITIONS**

Mobilization and general conditions price is included in the installation price of the shades

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR DEMOLITION, CLEARING AND GRUBBING, AND REMOVAL

It is our understanding that the demolition, clearing and grubbing, and removal is limited to the footing areas shown on drawing LD101G. Any other demolition, clearing and grubbing, or removal is not included in this bid. This is included in the installation price of the shades.

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR EXCAVATION

It is our understanding that the excavation is limited to the footing areas shown on drawing LD101G. Any other excavation is not included in this bid. This is included in the installation price of the shades

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR INSTALLATION OF CANTILEVERED RECTANGULAR FABRIC SHADE STRUCTURES, POLES, AND CANOPIES

Forty-two thousand, four hundred and thirty-six dollars and fifty-five cents

_____ DOLLARS (\$ 42,436.55 _____)
(use words)

TOTAL BID PRICE FOR INSTALLATION OF TRIANGULAR SHADE SAIL FOOTINGS, POLES, AND CANOPIES INCLUDING 6" CONCRETE FOOTING CAP

One hundred and seventy-one thousand, eighty-seven and twenty cents

_____ DOLLARS (\$ 171,087.20 _____)
(use words)

TOTAL BID PRICE FOR REPLENISHING AND REPAIRING EXISTING PLAY SURFACING

It is our understanding that the existing surfacing is engineered wood fiber. If this is correct, this cost is included in the installation price of the shades

_____ DOLLARS (\$ _____)

TOTAL BASE BID PRICE FOR PENNY SPRINGS PARK (Sum of the above)

Two hundred and thirteen thousand, five hundred and twenty-three and seventy-five cents

DOLLARS (\$213,523.75)

(use words)

Final price for the concrete footings for shade sails shall be provided once structural footings have been designed (by supplier) and shall be on a Cost Plus basis. Provide "Plus" percentage below:

PERCENTAGE ADD FOR COST PLUS FOOTINGS FOR PENNY SPRINGS PARK

Ten PERCENT (10 %)

(use words)



Estimate 24111PS-2-2

Ship To

City of Vineyard

Naseem Ghandour or Patrick James,
patrickj@vineyardutah.org

Vineyard, UT 84059

Date

5/29/2024

Expires

6/28/2024

Salesperson

Vern Garrett

Site

Penny Springs-Shades

Project Name

Vineyard Grove and Penny Springs-Shade
Structures

PRODUCT**DESCRIPTION****QTY****RATE****AMOUNT**

Fabric Shade

Structure 1: 5
Posts, 3 Tops,
Commercial 430
Fabric, Entry
Height 23'-27',
RBP, Per Drawing

1.00

\$121,587.20

\$121,587.20

Fabric Shade

20'X10' Full Hip
Cantilever,
Commercial 430,
RBP

2.00

\$12,418.28

\$24,836.55

Installation

Installation of Main
Custom Sail Shade

1.00

\$49,500.00

\$49,500.00

Installation

Installation of
Cantilevers

2.00

\$8,800.00

\$17,600.00

Subtotal

\$213,523.75



Sales Tax (0.00%) \$0.00

Site preparation, excavation and/or removal of existing equipment is not included unless specified in the above line items and the Scope of Work below.

TOTAL	\$213,523.75
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Deposit Required at Time of Order	\$53,380.94
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Notice to Proceed / Terms and Conditions

By signing this Estimate and/or paying the required deposit, you authorize Garrett Parks and Play to order the product(s) requested and/or begin site work on your project. Work cannot begin and orders cannot be placed until a signed Estimate and deposit has been received.

Please send the executed estimate to orders@garrettplay.com.

Payment may be made in the form of a check sent to **Garrett Parks and Play, PO Box 57426, Murray, UT 84157** or via credit card (will require a 3% processing fee).

Scope of Work

Products

We represent many different high-quality recreation equipment vendors and strive to offer you the best selection possible. We will do our best to accommodate any reasonable requests, but keep in mind that any changes to this Estimate after it has been approved and the product and/or services have been ordered may result in additional charges and/or Change Orders. Please send any product condition concerns or warranty claims to orders@garrettplay.com.

Freight

All quotes include freight FOB Vineyard unless otherwise noted. After 6/28/2024 this Estimate expires and so do the associated rates. This is because freight rates provided by carriers change frequently and are only guaranteed for a limited amount of time.

Permits

Unless otherwise stated in this Estimate, you will be responsible for obtaining and paying for all necessary permits, licenses, and any other instruments required to perform the services included in your Estimate. Garrett Parks and Play will fully cooperate with you in the obtaining of any permits and licenses, as necessary.

Offloading

Garrett Parks and Play offers offloading services for an additional charge of \$1,500.00. This is an optional service; if you plan on offloading the equipment yourself, please make sure to have at least enough help available to get the equipment off the truck(s).

Installation

If specified in the above Scope of Work, Garrett Parks and Play will install your products according to project specifications contained in this Estimate and all manufacturers' requirements. All materials needed to complete installation are included in this price. Any changes to your specifications after your Estimate has been signed may result in Change Order(s). Our installation price is based on typical site conditions. By signing this Estimate you agree and acknowledge that if issues arise with installation due to atypical site conditions, including but not limited to buried utility lines, caliche, high water tables, reinforced concrete, etc., the cost to perform this work will increase and will result in Change Order(s).

Warranty Work

Any equipment purchased as a result of a warranty claim will be installed free of charge if the age of the original equipment is less than 5 years. If it is



more than 5 years old, you agree and acknowledge that you are responsible for any costs associated with the replacement of the damaged equipment and that Garrett Parks and Play will not provide this service unless explicitly stated in your Estimate.

Demolition

If specified in your Estimate, Garrett Parks and Play will demolish your old recreational products according to project specifications contained in this Estimate. Any changes to your specifications after your Estimate has been signed may result in Change Order(s). Our demolition price is based on typical site conditions. By signing this Estimate you agree and acknowledge that if issues arise with demolition due to atypical site conditions, including but not limited to buried utility lines, caliche, high water tables, concrete, etc., the cost to perform this work will increase and may result in Change Order(s).

Site Work

If specified in your Estimate, Garrett Parks and Play will complete all site work in accordance with the plans, specifications and all applicable laws and regulations. Any changes to specifications required to complete the project after receipt of a signed Estimate may result in Change Order(s).

Playground Post-installation Safety Inspection

At your request, the equipment installed as part of this Estimate can be inspected by a third party inspector after work has been finished to ensure it has been completed according to manufacturer's recommendations and current safety standards. The cost for this service varies on the size of the project and will generate a Change Order or additional invoice if not included in this Estimate.

Standalone Playground Safety Audit

If specified in your Estimate, a third party Certified Playground Safety Inspector (CPSI) will perform a safety audit on playground equipment to identify compliant and non-compliant conditions using probes and gauges to rate playground conditions against current safety standards and guidelines. The audit document will contain hazard priority ratings for all compliant and non-compliant conditions based on predictable results (possibility, probability, and consequence) and provide a basis for these findings. It will also establish repair, removal, and replacement priorities based on the potential for injury to ensure non-compliant conditions are clear and can be corrected in a timely manner.

Invoicing

Garrett Parks and Play uses progress invoicing to ensure our vendors are paid in a timely manner. Please provide an Accounts Payable contact below to make sure these invoices are delivered to the correct person.

AP Contact

AP Email

Late Charges

Payments received 30 or more days after the terms of your invoice are subject to a late fee of 5% of your outstanding balance.



Acceptance

You acknowledge that by signing this Estimate and submitting your deposit, you are notifying Garrett Parks and Play to proceed with their project and that the Terms and Conditions of this Estimate have been read and understood.

By _____

Name _____

Date _____

2.2 BID ALTERNATES

- A. The Bid Alternates include all work and materials necessary to install the listed elements below.

BA1. TOTAL BID ALTERNATE PRICE FOR ADDITIONAL TRIANGULAR SHADE AT VINEYARD GROVE PARK INCLUDING POLES, CANOPIES AND 6" CONCRETE FOOTING CAP.

Thirty three thousand, four hundred and fifty-three and fifteen cents

_____ DOLLARS (\$ 33,453.15)

(use words)

Respectfully Submitted,

Garrett Parks and Play

Bidder

(Corporate Seal)
If bid is by corporation

By: Vern Garrett, President

Name and Title

Witness



References & Support Documents

DOCUMENT 00 45 13
CONTRACTOR'S PROJECT REFERENCE FORM

Identify representative construction projects similar to that being bid, completed by your organization within the past 5 years.

1. Project Name Landing at 5 Points
Client Kier Construction
Contact Name Doug Korth Phone 801-971-4560
Total Contract Construction Costs \$ 72,634.00
Total # of Change Orders 0 Amount \$ 0.00
General Description of Project Installation of multiple shades and site amenities
2. Project Name Vista View Development
Client KW Westfield
Contact Name Brad Morgan Phone 801-636-3637
Total Contract Construction Costs \$ 135,041.00
Total # of Change Orders 0 Amount \$ 0.00
General Description of Project Installation of playground equipment, shades, site amenities, and surfacing
3. Project Name Grandview Apartments
Client Rimrock Construction
Contact Name Todd Thayne Phone 801-676-7625
Total Contract Construction Costs \$ 137,727.00
Total # of Change Orders 0 Amount \$ 0.00
General Description of Project Installation of playground equipment, shades, site amenities, dog park components, and surfacing
4. Project Name
Client
Contact Name Phone
Total Contract Construction Costs \$
Total # of Change Orders Amount \$
General Description of Project











VINEYARD CITY

VINEYARD GROVE PARK AND PENNY SPRINGS PARK SHADE STRUCTURES

May 14, 2024



Prepared By:

VINEYARD CITY
125 S MAIN ST
VINEYARD, UTAH 84059

VINEYARD CITY

VINEYARD GROVE PARK AND PENNY SPRINGS PARK SHADE STRUCTURES

BIDDING REQUIREMENTS

00 01 15 LIST OF DRAWINGS

00 11 16 INVITATION TO BID

00 21 13 INSTRUCTIONS TO BIDDERS

00 45 13 CONTRACTOR'S PROJECT REFERENCE FORM

VINEYARD CITY

VINEYARD GROVE PARK AND PENNY SPRINGS PARK SHADE STRUCTURES

CONTRACTING REQUIREMENTS

AGREEMENT FORMS

CERTIFICATES

CONDITIONS OF CONTRACT

VINEYARD CITY

VINEYARD GROVE PARK AND PENNY SPRINGS PARK SHADE STRUCTURES

PROJECT SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

PROJECT SPECIAL PROVISIONS

**DOCUMENT 00 01 10
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**VINEYARD CITY
GROVE PARK AND PENNY SPRINGS PARK SHADE STRUCTURES**

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00 11 16	Invitation to Bid.....	3
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BID FORMS

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SUPPLEMENTS TO BID FORMS

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CONTRACTING REQUIREMENTS

AGREEMENT FORMS

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CONDITIONS OF THE CONTRACT

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PROJECT SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

01 14 00 Work Restrictions..... 2

01 43 00 Quality Assurance..... 2

01 45 00 Quality Control 2

01 76 00 Protection and Restoration of Existing Facilities..... 2

SPECIAL PROVISIONS

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DOCUMENT 00 01 15
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VINEYARD CITY
VINEYARD GROVE PARK AND PENNY SPRINGS SHADE
STRUCTURES

Sheet No.	Title
<u>General</u>	
L000	Cover Sheet
L001	Project Notes & Sheet Index
<u>Site</u>	
LD101G	Demo Plan (Vineyard Grove Park)
LS101G	Site Plan (Vineyard Grove Park)
LS501G	Site Plan Details (Vineyard Grove Park)
<u>Landscape</u>	
LP101G	Landscape Plan (Vineyard Grove Park)
<u>Irrigation</u>	
LI101G	Irrigation Plan (Vineyard Grove Park)
<u>Site</u>	
LD101P	Demo Plan (Penny Springs Park)
LS101P	Site Plan (Penny Springs Park)
LS501P	Site Plan Details (Penny Springs Park)
<u>Landscape</u>	
LP101P	Landscape Plan (Penny Springs Park)

Irrigation

LI101P

Irrigation Plan (Penny Springs Park)

LP501

Landscape Details

END OF LIST OF DRAWINGS

**DOCUMENT 00 11 16
INVITATION TO BID**

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on the Construction Contract known as ***Vineyard Grove Park and Penny Springs Park Shade Structures***
- B. The location of the work is in Vineyard City, at Vineyard Grove Park at 400 N and Main Street, and at Penny Springs Park at Vineyard Loop Road and Main Street.
- C. The work to be performed consists of furnishing, providing, and installing the facilities, equipment, services, and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to:

Providing and installing shade sail canopies over designated playground areas and benches in Vineyard Grove Park and Penny Springs Park.

- D. Meet all specific requirements of the plans and instructions included in this document.
- E. For information about the award of this Construction Contract, contact ***Ms. Kinsli McDermott, Development Services Coordinator ,125 South Main Street, Vineyard, UT 84059. Phone: (385) 338-5345. Email: kinslim@vineyardutah.org .***

1.2 CONSTRUCTION CONTRACTOR QUALIFICATION

- A. Vineyard City will only consider bids for award of this park contract from shade sail providers/contractors who have performed the installation on three similar projects since the year 2017, up to five can be provided.
- B. Those references or contact information for each of those project owners shall be included in the bid.
- C. Shade sails shall be provided from dealers that are on the Utah Statewide Best Value Cooperative Contract.

Vineyard City

Invitation to Bid

Vineyard Grove Park and
Penny Springs Park
Shade Structures

1.3 BID LOCATION AND OPENING

- A. Bids for the construction of the Vineyard City [OWNER], **Vineyard Grove Park and Penny Springs Park Shade Structures** will be electronically submitted via email to Development Services, developmentsservices@vineyardutah.org **until 3:00 PM** local standard time, on **May 30, 2024**. Bids received after said date and time will not be accepted.
- B. The bidder shall indicate the Construction Contract title, the name and address of the Bidder, and the date and time of Bid opening and the Bidder's return mailing address.

1.4 CONTRACT TIME

- A. **The Work will be substantially Completed and ready for operation before November 1, 2024.**

1.5 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Complete sets of Contract Documents may be examined and obtained via the Utah Public Procurement Place Website (SciQuest) beginning **by 4:00 PM on May 14, 2024**.
- B. All questions shall be submitted in writing through the Utah Public Procurement Place Website (SciQuest). Deadline for questions is **3:00 PM on May 22, 2024**.

1.6 RIGHT TO REJECT BIDS

- A. The OWNER reserves the right to reject any or all bids or to waive any informality or technicality in any bid if deemed to be in the best interest of the OWNER.

1.7 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid for 30 days after the day of Bid opening. Bidders who withdraw their bid after Bid opening, but before expiration of said period, shall forfeit their bid security if Notice of Intent to Award to the successful Bidder is made by OWNER.

1.8 BASIS OF BIDS

- A. Bids shall be on a unit price/lump-sum basis. Unsealed or segregated Bids will not be accepted.

1.9 GOVERNING LAWS AND REGULATIONS

- A. All work shall conform to the requirements of the Construction Specifications and Drawings, Contract Documents, Vineyard City Standards, Utah Chapter APWA 2017 edition, Federal, State, and Local Permit requirements, and easement of use of property agreement or conditions. In case of conflict, the Contractor shall notify the Engineer for clarification and directions on which requirement to follow.
- B. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.

First
Publication: _____

Second
Publication: _____

END OF DOCUMENT

DOCUMENT 00 21 13 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DESCRIPTION OF THE WORK

- A. The Work to be performed consists of furnishing and installing the equipment, facilities, services, and appurtenances thereto as included in the Contract Documents. A general description of the Work is set forth in the Invitation to Bid (Document 00 11 16).
- B. General Conditions: as published in Document 00 72 00 in the Manual of Standard Specifications by the Utah Chapter of the American Public Works Association 2017 Edition as amended by Vineyard City.

1.2 COPIES OF BID DOCUMENTS

- A. Bidders must use complete sets of Bid Documents in preparing Bids. All Bid Documents are accessible through U3P. Bidders are solely responsible for verifying whether their sets of Bid Documents are complete.
- B. Bid Documents are made available to bidders only for the purpose of obtaining Bids on the Work. No license or grant for any other use is given.
- C. Bidding Document copyrights shall remain with either the OWNER or ENGINEER.
- D. All provisions of the Manual of Standard Specifications, 2017 Edition, as published by the Utah Chapter of the American Public Works Association that are applicable to the Work are hereby made a part of the Contract Documents by reference. The publications may be purchased separately from the Utah LTAP Center, Utah State University 4111 Old Main Hill, Logan UT 84322-4111.

1.3 PHYSICAL CONDITIONS

- A. **In General:** Prior to submitting a Bid, each Bidder is responsible to review all available explorations, tests and data concerning surface conditions, subsurface conditions, and Underground Facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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Vineyard Grove Park and
Penny Springs Park
Shade Structures

- B. **Underground Facilities:** Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions or unless expressly provided in the Supplemental General Conditions (Document 00 73 00).
- C. **Additional Explorations and Tests:** If feasible as determined by OWNER, the OWNER will provide each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain permits, fill all holes, clean up and restore the site to its former condition upon completion of such explorations. By requesting such an exploration or test, Bidder agrees to release, indemnify, defend, and save the OWNER harmless from all costs damages and liabilities of any kind whatsoever, including reasonable attorneys' fees, that may arise in connection with or as a result of the performance of such explorations or tests.

1.4 COMPENSATION AND QUANTITIES

- A. **In General:** The bid price for any lump sum or unit price contract includes all labor, materials, and incidental work to fully complete the Work in a satisfactory manner under the terms of the Contract Documents. Bidders are responsible to inform themselves of the character of the Work to be performed.
- B. **Lump Sum Work:** If the Work is to be paid for on a lump sum basis, the lump sum will be the only sum paid.

1.5 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. **In General:** The OWNER shall not be bound by any statements, representations, conclusions, or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum.
- B. **Access:** The Contract Documents designate the site for performance of the Work. Bidder is responsible to investigate the site and understand all access requirements. All additional off site lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder.

- C. **Bidder's Obligations:** In addition to Bidder's other responsibilities and obligations in connection with submitting a Bid, it is the responsibility of the Bidder before submitting a Bid, to:
1. Examine the Contract Documents thoroughly;
 2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work;
 3. Investigate all applicable construction and labor conditions, quantities, and the character of the Work as they affect cost, progress, performance, or furnishing of the Work;
 4. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 5. Study and carefully correlate Bidder's observations with the Contract Documents;
 6. Attend any pre-bid conference, which shall be mandatory if so designated in the Invitation to Bid;
 7. Review all available explorations and data concerning surface and subsurface conditions as set forth in Section 1.4 above; and
 8. Identify and notify ENGINEER in writing in the manner set forth in article 2.1 below of all specific conflicts, omissions, errors, or discrepancies in the Contract Documents, or if Bidder doubts their meanings.

The failure or omission of any Bidder to take any of the foregoing actions shall not in any way relieve Bidder of its Bid, or its obligation to furnish all material, equipment, labor and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid. Submission of a Bid shall constitute prima facie evidence of compliance with these instructions.

- D. **Deviations from the Terms of the Contract Documents:** OWNER will not accept any deviations whatsoever from the printed terms of the Agreement and the Contract Documents, except by Addendum or Change Order.

1.6 EFFECT OF SUBMITTING A BID

- A. Bidders are responsible to carefully examine the Contract Documents, visit the site, and fully inform themselves so as to include in the Bid a sum

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to cover the cost of all items. Bidder's failure or omission to receive or examine any form, instrument, addendum or other document, visit the site and become acquainted with existing conditions, or attend any pre-Bid Conference, shall in no way relieve Bidder from any obligations with respect to Bidder's Bid or the Construction Contract.

- B. By submitting a Bid, Bidder represents that Bidder has complied with all requirements of the Bid Documents; that the Bid is premised on properly performing and furnishing the Work required by the Contract Documents within the times specified; that the Bidder is informed of the conditions to be encountered and the character, quality and quantities of the Work; and that the Bidder believes the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- C. Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required insurance to be provided by the Bidder.
- D. By submitting a Bid, Bidder represents that the matters stated therein are true and correct.

PART 2 BIDDING PROCEDURES

2.1 INTERPRETATIONS AND ADDENDA

- A. All requests for interpretation of the Contract Documents shall be made to the OWNER or ENGINEER on U3P no later than the deadline for questions and comments on U3P. In the OWNER's or ENGINEER's sole discretion, OWNER or ENGINEER will post the interpretation on U3P in the form of an Addendum. If the OWNER or ENGINEER does not respond to a Bidder's request for interpretation the Bidder shall comply with the intent and terms of the Contract Documents.
- B. No oral interpretations shall be made to any Bidder. The OWNER shall not be responsible for or bound by any statements, interpretations, explanations, representations, conclusions or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the ENGINEER to all prospective bidders.
- C. Each statement made in an Addendum is part of the Contract Documents at the location designated in the Addendum. A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents

when the statement in the Addendum specifies a particular section, paragraph or text and states that it is to be so modified. Only the specified section, paragraph or text shall be so modified, and all other portions of the Bid Documents shall remain in effect.

- D. Bidders shall acknowledge receipt of all Addenda in the space provided on the Bid Form.
- E. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.

2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- A. If a Bidder or Supplier wishes to supply a product other than that identified in the Contract Documents, said Bidder or Supplier shall submit a written request for approval to the OWNER or ENGINEER at least seven (7) calendar days prior to the date set for opening of bids.
- B. The procedure for submission of any such product option shall be as set forth in Article 6.4 of the General Conditions. It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that OWNER or ENGINEER can make a proper appraisal.
- C. OWNER or ENGINEER's failure to act upon such a request within five (5) days after receipt shall be deemed a denial thereof.
- D. Any such approval is at the sole discretion of the OWNER or ENGINEER and will be in the form of an Addendum issued to all Bidder's holding Bid Documents indicating that the additional equipment or materials are approved as equal to those specified for the Project.
- E. The Construction Contract, if awarded, will be on the basis of materials and equipment specified in the Drawings and Specifications and any changes permitted in any Addenda.

2.3 COMPLETING BID DOCUMENTS

- A. The General Conditions identify all forms comprising the Bid Documents. Additional copies may be obtained from the OWNER or ENGINEER. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use and execute only the Bid Form and Bid Schedules provided in the Contract Documents. The Bidder shall complete and submit the separate, unbound Bid Form.

- B. The Bidder must fill in all items in the Bid Form. If applicable, furnish both the unit and total costs for each item. The total Bid price is the full price for the performance of all Work under the Contract Documents. Bidder shall initial any corrections, interlineations, alterations, or erasures made by the Bidder on Bidder's entries in the Bid Documents.
- C. Any work or material which is specified in the Contract Documents or which is necessary because of the nature of the Work, but which is not listed separately in the Bid Schedule shall not be measured or paid for separately. The cost of such work or material shall be considered as included in the Contract Price.
- D. Bids by corporations must be executed in the corporate name by a corporate officer authorized to sign, and must be properly attested to as an official act of the corporation. At the OWNER's request, authority to sign shall be submitted.
- E. Bids by partnerships, joint ventures, or limited liability companies must be executed in the partnership, joint venture, or limited liability company name and signed by a partner, joint venturer, or manager whose title and official address must be shown. If a partnership, joint venture, or limited liability company is the low bidder, the partnership, joint venture, or limited liability company must also submit evidence to the OWNER of the responsibility of the partnership, joint venture, or limited liability company as a bidder in the manner directed by the ENGINEER.
- F. Where the Bidder is wholly owned subsidiary of another company, the Bid must so state, and the owner or parent corporation also must agree to sign and be bound with the Bidder.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid Form.
- I. The Bidder's address, telephone number, and facsimile number for communications regarding the Bid must be shown on the first page of the Bid Form.
- J. The divisions and sections of the specifications, and the identifications of any Drawings, shall not control Bidder in dividing the Work among subcontractors or suppliers, or delineating the Work to be performed by any specific trade.
- K. The base Bid and alternates shall include all Work required to be performed by the Contract Documents.

- M. The Bidder shall submit Contractor's Project Reference Form: Document 00 45 13.
- O. The Bidder shall submit to the OWNER or ENGINEER the following information for the Bidder:
 - 1. A chronological list of "in progress" and "completed" construction work done by Bidder during the last three (3) years; including project name, address, owner, contract name, and current telephone number;
 - 2. Present construction commitments other than items listed in paragraph 2 above;
 - 3. Investigations, arbitration, litigation or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;
 - 4. Evidence of ability to perform and complete the Work in a manner and within the time limit specified. At a minimum, identify specific experience on projects similar to the Work in physical size, cost, and commercial nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the company, provide resumes of their work history, including their actual project titles and their actual responsibilities on each given project;
 - 5. All matters consistent with federal, state, and local Laws and Regulations; and
 - 6. Such other data as may be called by the OWNER or ENGINEER.
- P. If Bidder believes any information should be held confidential for business reasons, Bidder must submit a written claim of business confidentiality for that particular information and include a specific statement of the reasons supporting the claim pursuant to Utah Code Ann. § 63-2-101, et seq.
- Q. Untimely response or failure to provide the requested information by Bidder will release OWNER of any obligation to further consider the Bidder's Bid.

2.4 CONFLICT OF INTEREST, SUBCONTRACTORS

- A. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions.

Vineyard City

00 21 13

Vineyard Grove Park and
Penny Springs Park
Shade Structures

- B. Bidder shall not subcontract more than 50 percent (50%) of the dollar value of the total contemplated Work (exclusive of the supply of materials and equipment to be incorporated in the Work) without OWNER's prior written approval.

2.5 SUBMISSION OF BIDS

- A. Bids shall be submitted online at the Utah Public Procurement Website (U3P) indicated in the Invitation for Bid. It is the sole responsibility of the Bidder to submit the Bid before the scheduled time on U3P. Bids received after due date and time will not be accepted.
- B. Bidder will make no recapitulations, stipulations, alterations, alternate submissions, or modifications in any manner to any of the Contract Documents.
- C. Bidder must submit a Bid by completing all of the Bid Form documents, which are:
 - 1. The Bid portion of the Bid Form which is included in these Contract Documents, which shall be in the form of a lump sum as called for in the Bid Form.
 - 2. The Subcontractor and Supplier Report.
 - 3. The Contractor's Project Reference Form.
 - 4. The Bidder Status Report.
 - 5. The information required under Subsection 2.4(O).
- D. Alternate bids, other than those called for in the Bid Form, will not be considered.
- E. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.

2.6 MODIFICATION AND WITHDRAWAL OF BIDS

- A. At any time prior to the opening of Bids, Bids may be withdrawn.
- B. Between the deadline to submit Bids and the Bids opening, any Bidder may file notice with OWNER that there was a substantial mistake made in the

preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake. Upon approval by the OWNER, Bidder may modify its Bid.

- C. When it appears a mistake has been made, or when the OWNER desires an assurance of any matter, the OWNER may request a Bidder to confirm the Bid.

2.7 BIDS SUBJECT TO ACCEPTANCE FOR 30 DAYS

- A. All bids remain subject to acceptance for thirty (30) days after the day of the Bid opening. OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

PART 3 EVALUATION AND AWARD

3.1 EVALUATION OF BIDS

- A. OWNER reserves the right to reject any and all Bids or any part thereof; to award, any, all, or any number of Bid Schedule(s); to waive any informalities in the Bid Schedule(s) and elsewhere; to negotiate and agree to contract terms with the successful Bidder; to disregard nonconforming, nonresponsive, unbalanced or conditional Bids; and to withhold the award for any reason deemed in the best interests of the OWNER, as solely determined by OWNER.
- B. OWNER reserves the right to reject any Bid if OWNER believes that it would not be in the best interest of the Project or the OWNER. Without limitation, such rejection may be because the Bid is not responsive, or the Bidder is unqualified or of doubtful ability or the Bid or Bidder fails to meet any other pertinent standard or criteria established by OWNER, as solely determined by OWNER.
- C. If the OWNER intends to make an award to a Bidder, a Notice of Award will be issued.
- D. OWNER may consider all information which OWNER believes is relevant when evaluating a Bid, including, without limitation:
 - 1. The qualifications and experience of the Bidder and of the Subcontractors, Suppliers, and other persons and organizations proposed (whether or not the Bid otherwise complies with the prescribed requirements).

2. Such alternates, unit prices and other data, as may be requested in the Bid Form, Bid Schedule, or written requests issued prior to OWNER's Notice of Award the Construction Contract.
 3. Operating costs, maintenance requirements, performance data, and guarantees of ability to provide the required materials and equipment.
 4. Corporate organization and capacity for any party.
 5. Ability to perform and complete the Work in the manner and within the time specified.
 6. Pending litigation.
 7. The amount of the Bid.
 8. Proper licensing to do the Work in compliance with licensing laws of the State of Utah for contractors and subcontractors.
 9. All other relevant matters, consistent with OWNER's procurement code and administrative rules, OWNER's ordinances and program policies.
- F. To establish qualifications of Bidder, OWNER may request such data indicated in the Bid Documents, conduct such investigations as OWNER deems appropriate, and consider any other information (whether obtained from the Bid, the Bidder, or any other source).
- G. If the Construction Contract is to be awarded, it will be awarded to the most responsive, qualified, and responsible Bidder as determined by the OWNER. Alternates may be accepted depending upon availability of OWNER's funds and as determined by the OWNER. Accepted alternates will be considered in determining the most responsive, qualified, and responsible Bidder.
- H. Bid Schedules will be evaluated as follows:
1. Discrepancies in the multiplication of quantities of Work items and unit prices will be resolved in favor of the unit prices. OWNER may correct Bid Schedule calculation errors accordingly.
 2. Prices written out in words shall govern over prices written out in numbers.

3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
4. Bids shall not contain any recapitulations of or changes in the work to be done.
- I. The OWNER, in the OWNER's sole discretion, shall make determinations as to disqualification of Bidders or rejection of Bids. Such matters may include, without limitation, submission of more than one Bid by the Bidder (whether under the same or different names); evidence of collusion among Bidders; other commitments of Bidder which, in the OWNER's sole judgment, might hinder the Work; previous defaults, Bid irregularities when not waived in the best interests of the OWNER, delays or poor performance by Bidder on any project; official action against Bidder; and any other cause which, in the OWNER's sole discretion and judgment, is sufficient to justify disqualification of a Bidder or rejection of a Bid.

3.2 ADJUSTMENTS TO THE COST OF THE WORK AFTER OPENING OF BIDS

- A. The Contract Price identified in the Agreement represents the cost of the work which is to be paid by the OWNER to the CONTRACTOR.
- B. Adjustments to the Contract Price which are agreed to between the OWNER and the successful Bidder shall be effected by signing an Agreement Supplement.

3.3 SUBSTITUTIONS

- A. The Construction Contract, if awarded, will be on the basis of materials and equipment described in the Drawings, Specifications and any Addenda.
- B. After the Effective Date of the Construction Contract, the procedure for submitting an application for substitution is set forth in Article 6.4 of the General Conditions.

3.4 SUBMITTALS REQUIRED FOR AWARD OF CONTRACT

- A. When a determination has been made to award the Construction Contract, Bidder is required, prior to the award or after the award, or both, to furnish such other information as the ENGINEER requests.

3.5 SIGNING OF AGREEMENT

- A. Within 10 working days after OWNER gives Notice of Award the Construction Contract to the successful Bidder, the Bidder shall sign and return to OWNER, the required number of copies of the Construction Contract and insurance. The Bidder will be expected to execute the Construction Contract electronically. Bidder shall comply with all execution requirements.
- B. All of Bidder's executions and submittals must be delivered to the OWNER before OWNER will execute the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the OWNER until it has been approved and executed by the OWNER, and a fully executed copy is formally delivered to the CONTRACTOR. The OWNER reserves the right to rescind its Notice of Award without liability, at any time before the Construction Contract has been fully executed by all parties and delivered to the CONTRACTOR.
- C. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- E. At the time of Bidding, and the signing of the Agreement, and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, and Vineyard City. The Bidder shall also require all Subcontractors to do the same.
- F. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within ten (10) days after the date of the Notice of Award, the OWNER may elect to rescind the Notice of Award. In the OWNER's sole discretion, a Notice of Award may then be provided to another bidder whose Bid is most advantageous to the OWNER, price and other factors considered.

END OF DOCUMENT

**DOCUMENT 00 41 43
BID FORM**

PART 1 GENERAL

1.1 BIDDER

- A. The Bidder is as follows

Name: _____

Address: _____

Telephone number: _____ Fax number: _____

Tax identification number: _____

- B. Bidder holds license number _____, issued on the _____ day of _____, _____, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a _____ Contractor. License renewal date is the _____ day of _____, _____.

- C. The undersigned hereby acknowledges receipt of the following Addenda.

(list Addenda numbers here)

1.2 BID PROPOSAL

- A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery, and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as

Vineyard Grove Park and Penny Springs Park Shade Structures

- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule and that all pricing should include all labor,

Vineyard City

00 41 43

Vineyard Grove Park and
Penny Springs Park
Shade Structures

materials, equipment, permits, fees, coordination, management, surveying/staking, etc. required for a complete project.

- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to ensure compliance with all requirements of the Contract Documents.
- E. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Award, and to begin work within ten (10) days after being notified to do so by the OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time, or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.
- G. The Contract will be awarded as a Lump Sum contract by Phase as delineated in the bid form below. It is understood that the OWNER has the right to reject this proposal or to accept it, or any portion therein, at the prices listed in the Bid Schedule.

1.3 REFERENCES

- A. APWA 01 29 00: Payment Procedures.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

- A. This document will be added to the Agreement by reference.

PART 2 BID SCHEDULE

2.1 BASE BID

- A. The Base Bid includes all work and materials necessary to complete the Project including but not limited to mobilization; demolition and removal; clearing and grubbing; construction staking and layout; traffic control; excavation; installation of shade sail footings, poles, and canopies; replenishing and repairing existing play surfacing; repairing concrete edger. Planting new trees, re-sodding or re-planting; and renovating and repairing affected irrigation systems will be completed by Owner.

VINEYARD GROVE PARK

TOTAL BID PRICE FOR MOBILIZATION AND GENERAL CONDITIONS

_____ DOLLARS (\$) _____
(use words)

TOTAL BID PRICE FOR DEMOLITION, CLEARING AND GRUBBING, AND REMOVAL

_____ DOLLARS (\$) _____
(use words)

TOTAL BID PRICE FOR EXCAVATION

_____ DOLLARS (\$) _____
(use words)

TOTAL BID PRICE FOR INSTALLATION OF CANTILEVERED RECTANGULAR FABRIC SHADE STRUCTURES, POLES, AND CANOPIES INCLUDING 6" CONCRETE FOOTING CAP

_____ DOLLARS (\$) _____
(use words)

TOTAL BID PRICE FOR INSTALLATION OF TRIANGULAR SHADE SAIL FOOTINGS, POLES, AND CANOPIES INCLUDING 6" CONCRETE FOOTING CAP

_____ DOLLARS (\$) _____

Vineyard City

00 41 43

Vineyard Grove Park and
Penny Springs Park
Shade Structures

(use words)

TOTAL BASE BID PRICE FOR VINEYARD GROVE PARK (Sum of the above)

_____ DOLLARS (\$ _____)
(use words)

Final price for the concrete footings for shade sails shall be provided once structural footings have been designed (by supplier) and shall be on a Cost Plus basis. Provide "Plus" percentage below:

PERCENTAGE ADD FOR COST PLUS FOOTINGS FOR VINEYARD GROVE PARK

_____ PERCENT (_____ %)
(use words)

PENNY SPRINGS PARK**TOTAL BID PRICE FOR MOBILIZATION AND GENERAL CONDITIONS**

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR DEMOLITION, CLEARING AND GRUBBING, AND REMOVAL

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR EXCAVATION

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR INSTALLATION OF CANTILEVERED RECTANGULAR FABRIC SHADE STRUCTURES, POLES, AND CANOPIES

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR INSTALLATION OF TRIANGULAR SHADE SAIL FOOTINGS, POLES, AND CANOPIES INCLUDING 6" CONCRETE FOOTING CAP

_____ DOLLARS (\$ _____)
(use words)

TOTAL BID PRICE FOR REPLENISHING AND REPAIRING EXISTING PLAY SURFACING

_____ DOLLARS (\$ _____)

TOTAL BASE BID PRICE FOR PENNY SPRINGS PARK (Sum of the above)

_____ DOLLARS (\$ _____)
(use words)

Final price for the concrete footings for shade sails shall be provided once structural footings have been designed (by supplier) and shall be on a Cost Plus basis. Provide "Plus" percentage below:

PERCENTAGE ADD FOR COST PLUS FOOTINGS FOR PENNY SPRINGS PARK

_____ PERCENT (_____ %)
(use words)

2.2 BID ALTERNATES

- A. The Bid Alternates include all work and materials necessary to install the listed elements below.

BA1. TOTAL BID ALTERNATE PRICE FOR ADDITIONAL TRIANGULAR SHADE AT VINEYARD GROVE PARK INCLUDING POLES, CANOPIES AND 6" CONCRETE FOOTING CAP.

DOLLARS (\$ _____)
(use words)

Respectfully Submitted,

Bidder

(Corporate Seal)
If bid is by corporation

By: _____
Name and Title

Witness

DOCUMENT 00 45 13
CONTRACTOR'S PROJECT REFERENCE FORM

Identify representative construction projects similar to that being bid, completed by your organization within the past 5 years.

1. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

2. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

3. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

4. Project Name _____
Client _____
Contact Name _____ Phone _____
Total Contract Construction Costs \$ _____
Total # of Change Orders _____ Amount \$ _____
General Description of Project _____

**DOCUMENT 00 51 00
NOTICE OF AWARD**

Date: _____

PROJECT NO.: _____

TO: _____
(Bidder)ADDRESS: _____
_____CONTRACT FOR **Vineyard Grove Park and Penny Springs Park Shade Structures**

The OWNER has considered the BID dated _____, 20_____, submitted by you for the above described WORK in response to its Invitation for Bids and Information for Bidders.

You are hereby notified that you BID has been accepted for items in the amount of: _____
_____ and No/100-----Dollars (\$).

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by _____, 20_____.

1. You must deliver to the Owner any remaining information requested by Engineer or otherwise identified in the Information for Bidders.
2. You must deliver Performance Bond, Payment Bond, and Certificates of Insurance as specified in the Instructions to Bidders, General Conditions.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of the Notice, 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 acknowledged copies of the NOTICE OF AWARD to the OWNER. A copy will be returned to the CONTRACTOR of all the executed Contract Documents when all the signatures have been obtained.

OWNER: _____ Vineyard City

By: _____

Title: _____ City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
_____ this _____ day of _____, 20_____.

By: _____

Title: _____

Vineyard City

00 51 00

Vineyard Grove Park and
Penny Springs Park
Shade Structures

**DOCUMENT 00 55 00
NOTICE TO PROCEED**

Date:

TO: _____
(Contractor)

Project No. _____

ADDRESS: _____
_____CONTRACT FOR _____
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above contract will commence to run on _____ 0 ____, 20___. By that date, you are to start performing your obligations under the Contract Documents. The dates of Substantial Completion and Final Completion are _____, 20__ and _____, 20__, respectively.

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the Site, you must

(add other requirements)

Vineyard City (OWNER)

(Authorized Signature)

City Manager (Title)

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged:

By: _____, this _____ day of _____, 20__.

By: _____

Title: _____

**DOCUMENT 00 61 13.13
PERFORMANCE BOND**

PART 1 GENERAL

1.1 BOND

- A. Number: _____
- B. Amount: _____
- _____ Dollars (\$ _____).

1.2 SURETY

- A. Name: _____
- B. Address: _____
- _____
- C. Telephone number: _____
- D. Facsimile number: _____

1.3 CONTRACTOR

- A. Name: _____
- B. Address: _____
- _____
- C. Telephone number: _____
- D. Facsimile number: _____

1.4 OWNER

- A. ***Vineyard City***

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as ***Vineyard Grove Park & Penny Springs Park Shade Structures***

1.6 DEFINED TERMS

- A. Terms used in this Performance Bond which are defined in Article 1.1 of the General Conditions will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. Surety as surety, and CONTRACTOR as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER as obligee, for the performance of the Construction Contract, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences indicated in Article 2.3.

2.2 NOTICE

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, facsimile, or hand delivered to the address shown on this Bond agreement.
- B. Notices sent as required by paragraph 2.2A shall be effective on the date on which such notice was sent.
- C. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.

- E. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.

2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. If the CONTRACTOR fails to perform or to comply with the terms of the Construction Contract, and such failure to perform or to comply has not been waived by the OWNER, the OWNER may notify the CONTRACTOR and the Surety, at their addresses described above, that the OWNER is considering declaring the CONTRACTOR in default.
- B. Before declaring the default, the OWNER shall request and attempt to arrange a conference with the CONTRACTOR and the Surety to be held at a time and place required by the OWNER to discuss methods of performing the Work.
- C. If the CONTRACTOR does not attend the conference or agree to cure any deficiencies in the CONTRACTOR's performance of the Work to the satisfaction of the OWNER, the OWNER may declare the CONTRACTOR in default and formally terminate the CONTRACTOR's right to complete the Work. Such default shall not be declared earlier than 10 days after the CONTRACTOR and the Surety have received notice as provided in article 2.2.
- D. If the Contract with the CONTRACTOR is terminated, the OWNER agrees to pay the unpaid Balance of the Contract Price to the Surety for completion of the Work in accordance with the terms of the Construction Contract or to a contractor selected by the Surety to perform the Work in accordance with the terms of the Construction Contract.

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

- A. Surety Completes the Work: The Surety may undertake to perform and complete the Work itself, through its agents or through independent contractors.
- B. Surety Obtains Bids or Proposals: The Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Work.
 - 1. Such bids or proposals shall be prepared by the Surety for execution by the OWNER and the completion contractor selected.

2. Surety shall secure the contract with Performance and Payment Bonds executed by a qualified surety equivalent to this Performance Bond and the Payment Bond (Document 00 61 13.16); and
 3. Surety shall pay to the OWNER the amount of damages as described in paragraph 2.6 in excess of the balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default.
- C. Surety to Pay OWNER: Surety may determine the amount not to exceed the amount of this bond specified in paragraph 1.1B, for which Surety believes it may be liable to pay, and tender payment therefore to the OWNER. OWNER has sole discretion to accept payment. If the OWNER refuses the payment tendered, or the Surety has denied liability in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT

- A. The OWNER may declare the Surety to be in default upon the following procedures.
1. The OWNER shall issue an additional written notice to the Surety, after declaring the CONTRACTOR in default as provided in Article 2.3, demanding that the Surety perform its obligations under this Bond.
 2. Surety shall respond to the OWNER within 15 days after receipt of the OWNER's additional notice, either denying the claim or accepting liability and exercising its' options under Article 2.4.

2.6 SURETY'S OBLIGATIONS

- A. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to complete the Construction Contract as provided in Article 2.4, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract.
- B. To the limit of the amount of this Bond, but subject to commitment by the OWNER to pay all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract, the Surety is obligated, without duplication, for:

1. the responsibilities of the CONTRACTOR for correction of Defective Work and completion of the Construction Contract;
2. design professional and delay costs resulting from the CONTRACTOR's default, and resulting from the actions or failure to act of the Surety under article 2.4; and
3. liquidated damages which are or may become due for any reason.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

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

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

- A. Surety hereby waives notice of any change, including changes of Contract Time, Contract Price and scope of Work, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

2.9 VENUE

- A. Any suit or action commenced by OWNER under this Bond shall be for action in a court of competent jurisdiction in the State of Utah.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Surety and CONTRACTOR execute this Bond agreement and declare it to be in effect as of the _____ day of _____, ____.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.

- C. CONTRACTOR's signature: _____
- D. Please print name here: _____
- E. Title: _____
- F. Notary Acknowledgement: In the County of _____, State of _____, on the _____ day of _____, 20 ____, the foregoing instrument was acknowledged before me.

Notary's signature

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Attach evidence of Surety's corporate authority to sign.
- C. Surety's signature: _____
- D. Please print name here: _____
- E. Title: _____
- F. Notary Acknowledgement: In the County of _____, State of _____, on the _____ day of _____, 20 ____, the foregoing instrument was acknowledged before me.

Notary's signature

END OF DOCUMENT

**DOCUMENT 00 61 13.16
PAYMENT BOND**

PART 1 GENERAL

1.1 BOND

- A. Number: _____
- B. Amount: _____
- _____ Dollars (\$_____).

1.2 SURETY

- A. Name: _____
- B. Address: _____
- _____
- C. Telephone number: _____
- D. Facsimile number: _____

1.3 CONTRACTOR

- A. Name: _____
- B. Address: _____
- _____
- C. Telephone number: _____
- D. Facsimile number: _____

1.4 OWNER

- A. ***Vineyard City***

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as ***Vineyard Grove Park & Penny Springs Park Shade Structures***

1.6 DEFINED TERMS

- A. Terms used in this Payment Bond which are defined in article 1.1 of the General Conditions will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. Surety as surety, and CONTRACTOR as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER as obligee, for the performance of the Construction Contract, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond.

2.2 NOTICE

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, facsimile, or hand delivered to the address shown on this Bond agreement.
- B. Notices sent as required by paragraph 2.2A shall be effective on the date on which such notice was sent.
- C. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.

- E. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.

2.3 CONDITIONS OF SURETY'S LIABILITY

- A. With respect to the OWNER, this Bond agreement shall be null and void if the CONTRACTOR promptly takes the following actions:
 - 1. promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2. defends, indemnifies and saves harmless the OWNER from all claims, demands, Liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Work, provided the OWNER has tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety.

2.4 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. **Concerning Claimants who have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to Claimants under this Bond who are employed by or have a direct contract with the CONTRACTOR until Claimants have given notice to the Surety at the address shown on this Bond agreement and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- B. **Concerning Claimant who does not have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to Claimant under this Bond who does not have a direct contract with the CONTRACTOR until Claimant takes the following actions.
 - 1. The Claimant shall furnish written notice to the CONTRACTOR and send a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed.
 - 2. The Claimant shall have either received a rejection in whole or in part from the CONTRACTOR, or not received within 15 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly.

3. Not having been paid within the above 15 days, the Claimant shall have sent a written notice to the Surety at the address described on this Bond agreement and sent a copy, or notice thereof, to the OWNER stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

2.5 SURETY'S OPTION TO SETTLE CLAIMS

- A. When the Claimant has satisfied the conditions of article 2.4, the Surety shall promptly and at the Surety's expense take the following actions.
 1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 2. Pay or arrange for payment of any undisputed amounts.

2.6 SURETY'S OBLIGATION

- A. Surety's total obligations under this bond shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

2.7 USE OF FUNDS

- A. Amounts owed by OWNER to CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, against the Performance Bond (Document 00 61 13.13). By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Work are dedicated as follows:
 1. The OWNER has first priority to use the funds for the completion of the Work.
 2. The CONTRACTOR and the Surety have second priority to use the funds to satisfy the obligations of the CONTRACTOR and the Surety under this Bond.

2.8 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the OWNER shall not be liable to Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract.
- B. The OWNER shall not be liable for payment of any damages, costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

2.9 SURETY WAIVES NOTICE OF ANY CHANGE

- A. Surety hereby waives notice of any change to the Construction Contract including changes of Contract Time, Contract Price, and scope of Work, or to related subcontracts, purchase orders or other obligations.

2.10 VENUE

- A. Any suit or action commenced by a Claimant under this Bond shall be for action in a court of competent jurisdiction in the State of Utah.

2.11 COPIES OF THIS BOND

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Surety and CONTRACTOR executed this Bond agreement and declared it to be in effect as of the _____ day of _____, ____.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.
- C. CONTRACTOR's signature: _____
- D. Please print name here: _____
- E. Title: _____
- F. Notary Acknowledgement: In the County of _____, State of _____, on the _____ day of _____, 20 ____, the foregoing instrument was acknowledged before me.

Notary's signature

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Attach evidence of Surety's corporate authority to sign.
- B. Surety's signature: _____
- C. Please print name here: _____
- D. Title: _____
- E. Notary Acknowledgement: In the County of _____, State of _____, on the _____ day of _____, 20 ____, the foregoing instrument was acknowledged before me.

Notary's signature

END OF DOCUMENT

**DOCUMENT 00 62 16
CERTIFICATE OF INSURANCE**

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Certificates of Insurance to the Contract Documents following this page.

END OF DOCUMENT

DOCUMENT 00 73 00 SUPPLEMENTAL GENERAL CONDITIONS

The following supplements modify, change, delete from, and add to the Agreement between Owner and Contractor. Where any portion of the Agreement between Owner and Contractor is modified or any paragraph, subparagraph, or clause is modified or deleted by these supplements or conditions, the unaltered provisions shall remain in effect.

PART 1 GENERAL

Add the following new subparagraph 1.1 A.61 **Knowledge and Associated Terms**: The terms “knowledge,” “known,” “recognize,” and “discovered” their respective directives and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knew (or should have known), recognized (or should have recognized), and discovered (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expressions reasonably inferable on similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by the Contractor familiar with the project in exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

PART 2 PRELIMINARY MATTERS

Replace paragraph 2.2 with the following: Owner shall not furnish to Contractor copies of published Contract Documents such as the Manual of Standard Plans and Manual of Standard Specifications. Such documents may be purchased separately by Contractor. Owner may furnish to Contractor up to five (5) copies of the Contract Documents (specifically excluding the published Contract Documents described above). Additional copies may be purchased from Engineer.

Replace subparagraph 2.5 C with the following: **Field Office**. Contractor is not required to establish and maintain a field office in such a location so that Engineer may contact Contractor during reasonable times for transmittal of Plans, instructions, and determinations of project information. Contractor shall designate two (2) representatives who are acceptable to Owner and Engineer, who is available at all times by cellular phone for instructions and determination of project information.

PART 5 BONDS AND INSURANCE

Replace 5.2 A with the following:

- A. The Contractor shall, for the protection and benefit of the Indemnitees and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth herein, procure, pay for, and maintain in full force and effect, at all times during the performance of the Work until final acceptance of the Work or for such duration as required, policies of insurance issued by a responsible carrier or carriers acceptable to the Owner, and in form and substance reasonably satisfactory to the Owner, which afford the following coverages:
1. Comprehensive General and Automobile Liability Insurance, including completed operations, blanket contractual and broad form property damage coverage, with the following minimum limits:

Personal Injury Liability	\$2,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Worker's Compensation	as required by Utah statute
 2. All such insurance shall be written on an occurrence basis. Information concerning reduction of coverage shall be furnished by the Contractor promptly.
 3. All policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given the Owner in the event of material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.
 4. In no event shall any failure of the Owner to receive certified copies or certificates of policies as provided herein be construed as a waiver by the Owner or the Engineer of the Contractor's obligations to obtain insurance pursuant to the provision hereof. The obligation to procure and maintain any insurance required herein is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.
 5. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the

previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

6. The Contractor shall cause each Subcontractor to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Indemnitees as additional insureds under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

PART 6 CONTRACTOR'S RESPONSIBILITIES

Add the following new subparagraph 6.8 C: Contractor shall insure strict compliance with the requirements of UTAH CODE ANN. § 34-30-1 through 14 and § 34-30-1. Further, if the provisions of UTAH CODE ANN. § 34-30-1 are not complied with, this Agreement shall be void.

Replace the first sentence of paragraph 6.14 B with the following: **Shop Drawings.** Contractor shall submit shop drawings to Engineer for review and approval in accordance with the acceptable schedule of submissions (see paragraph 2.7 A).

Add the following after the word "agents" in the second line of paragraph 6.17 A: elected officials, appointed officials, officers, volunteers.

Add the following after the word "agent" in the second line of paragraph 6.17 B: elected officials, appointed officials, officers, volunteers.

SUPPLEMENTAL SPECIFICATION**SECTION 01 14 00
WORK RESTRICTIONS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Conditions affecting construction.

1.2 PROJECT COORDINATION

- A. CONTRACTOR is responsible for the coordination of all the work, whether performed by his own personnel, subcontractors, or others.

1.3 SAFETY REGULATIONS

- A. CONTRACTOR shall be responsible to ensure that all excavation and construction of this project shall be in compliance with OSHA, state, and local safety regulations.

1.4 CLEANUP

- A. Upon completion of construction, all scraps of lumber, forms, steel, wire, concrete materials, excess concrete spills, rocks, debris, excavation material, asphalt, etc., shall be removed from the area and disposed of by CONTRACTOR.

1.5 CONTRACT DRAWINGS

- A. Where CONTRACTOR bases his bid upon quantities scaled from Contract Drawings, he shall verify true scale with ENGINEER prior to submitting his bid when scale is not shown or unclear.

1.6 INTERFERING STRUCTURES AND UTILITIES

- A. CONTRACTOR shall exercise all possible caution to prevent damage to existing structures and utilities, whether above ground or underground. CONTRACTOR shall notify all utility companies concerned at least one week in advance of construction operations in which a utility's facilities may be involved. CONTRACTOR shall be responsible for coordination with utility companies for acceptable relocation methods (permanent or temporary) for the construction of this project. This shall include, but not be limited to, irrigation, water, telephone, cable, electric, and gas.

- B. CONTRACTOR shall pothole utilities as necessary to determine potential utility conflicts. "Down time" or waiting for engineering evaluation of utility conflicts or grade issues, as well as modifications to existing utilities, shall be borne by CONTRACTOR without any additional costs to the OWNER or ENGINEER.
- C. Any property or utilities damaged by the work shall be repaired or replaced in a condition equal to or better than the condition prior to the damage. Such repair or replacement shall be accomplished at CONTRACTOR's expense without additional compensation from the OWNER or ENGINEER.
- D. All restorations made to utilities shall be inspected and approved by an authorized representative of the utility before being concealed by backfill or other Work

1.7 CONSTRUCTION SURVEYING

- A. CONTRACTOR shall be responsible for all construction surveying on the project. CONTRACTOR shall preserve benchmarks and reference points. In the case of the destruction of an established benchmark or reference point, CONTRACTOR will be charged with the resulting relocation expense and shall be responsible for any mistakes that may be caused by their loss or disturbance.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SUPPLEMENTAL SPECIFICATION**SECTION 01 43 00
QUALITY ASSURANCE**

Add Paragraph 1.6, Inspection and Testing Laboratory Services, and 1.7, Manufacturers' Field Services and Reports, as follows:

1.6 INSPECTION AND TESTING LABORATORY SERVICES

- A. CONTRACTOR shall employ and pay for the services of a qualified independent testing consultant, approved by the OWNER, to perform specified services for the testing of:

Soils Compaction Control
Concrete Control

Material Aggregate Control
Paving and Asphalt Surfacing Control

- B. Inspections, tests, and other services specified in individual specification Sections will be accomplished under the direction of ENGINEER.
- C. Reports will be submitted through ENGINEER in accordance with Section 01 35 10, in duplicate except as noted otherwise in Section 01 33 00, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
- E. Notify Engineer 48 hours prior to expected time for testing operations. Make arrangements with independent firm to perform quality control services. Provide Firm SOQ to OWNER for acceptance and approval prior to work. OWNER may request alternate testing firm at any time during project work as deemed solely necessary by OWNER at no additional cost to OWNER.
- F. Retesting required because of non-conformance to specified requirements shall be performed under the direction of ENGINEER. Payment for retesting will be borne by CONTRACTOR.

1.7 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.

- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 30 days of observation to ENGINEER for review.

END OF SECTION

SUPPLEMENTAL SPECIFICATION
SECTION 01 45 00
QUALITY CONTROL

This specification changes a portion of Section 01 45 00 of the Manual of Standard Specifications, 2017 Edition. All other provisions of the Section remain in full force and effect.

Add the following Article to Part 1.

1.7 QUALITY CONTROL PROGRAM

- A. **Quality Control Program:** Provide a quality control program which includes procedures and organization so equipment, workmanship, fabrication, construction, operations, and inspections comply with the Contract Documents.
- B. **Quality Control Program Manager Qualifications:**
 - 1. Not CONTRACTOR's work or site superintendent.
 - 2. Quality control experience with projects of similar type and magnitude.
 - 3. Authorized as CONTRACTOR's representative for all quality control and quality assurance matters.
- C. **Quality Control Program Manager Responsibilities:**
 - 1. Manage and supervise quality control plan and quality control surveillance personnel.
 - 2. Verify that testing procedures comply with contract requirements.
 - 3. Verify that facilities and testing equipment are available and comply with testing standards.
 - 4. Check test instrument calibration data against certified standards.
 - 5. Verify that recording forms, including all the documentation requirements, have been prepared.
 - 6. Prepare copies of each test result with all necessary data recorded and with documentation and computations compiled.
 - 7. Provide more testing, if, in ENGINEER's opinion, work is not being adequately controlled.
 - 8. Immediately report any non-compliance of materials and mixes to ENGINEER and CONTRACTOR.
 - 9. When an out-of-tolerance condition exists, perform additional control testing until tolerance is attained.
 - 10. Correlate CONTRACTOR's assurance testing program (Section 01

43 00) with ENGINEER's acceptance testing program (Section 01 35 10).

END OF SECTION

SUPPLEMENTAL SPECIFICATION**SECTION 01 76 00
PROTECTION AND RESTORATION OF EXISTING FACILITIES**

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. This section is intended to include requirements associated with protection and restoration of existing facilities such as underground facilities and surface improvements.

1.2 NOTIFICATION OF UTILITIES

- A. Utilities are to be contacted by CONTRACTOR prior to any excavation activities requesting locations on underground utilities.

1.3 INTERRUPTION TO UTILITIES

- A. Any underground facilities located by utilities or indicated in Contract Documents shall be treated according to paragraph 4.3.A of General Conditions.
- B. Any underground facilities not located by utilities and not indicated in Contract Documents shall be treated according to paragraph 4.3.B of General Conditions.
- C. Exact locations and depths of all underground utilities shall be verified, by uncovering, prior to commencing any Work activities. When such exploratory excavations show the underground utility locations as indicated in Contract Documents to be in error, the CONTRACTOR shall so notify the ENGINEER in writing.
- D. Where utilities are to be relocated, CONTRACTOR shall make proper application and notify ENGINEER of specified time and conditions of necessitated Work.
- E. All restorations made to utilities shall be inspected and approved by an authorized representative of the utility before being concealed by backfill or other Work.

1.4 PROTECTION AND RESTORATION OF LANDSCAPING AND IRRIGATION

- A. CONTRACTOR shall be responsible to protect all existing site improvements not identified for removal. Any damage or impact to such improvements shall be repaired by the CONTRACTOR at no additional cost to the OWNER.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SHADE SAILS PERFORMANCE SPECIFICATIONS:

GENERAL: Shade manufacturer's products should be designed and manufactured to the most exacting specifications by skilled craftsmen and certified by Professional Engineers for structural soundness of design. Shade manufacturer's products should be shipped knocked down, with complete assembly instructions, and ready for easy in-field installation.

ENGINEERING DATA: Structures are engineered to meet or exceed the requirements of the International Building Code (IBC), with the following specifications:

Wind speed	Frame only:	165 m.p.h.
	Frame w/canopy:	90 m.p.h.
Live Load:	None	
Snow Load:	None	

MATERIAL: All materials shall be structurally sound and appropriate for longevity and safe use. The longevity of connections, plates, swages, and wire rope shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts, subject to the Project-Specific requirements. Fabrics used shall include UV-stabilizers and fire retardants for longevity and safety.

WELDMENTS: All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship. Weldments are finished with a zinc-rich galvanized coating. Field welding of any kind is not allowed.

POSTS, STRUCTURAL FRAME TUBING, AND HARDWARE: All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. All tubing shall be pre-cut to appropriate lengths, and where applicable all outside surfaces shall be galvanized, with an interior corrosion-resistant zinc-rich coating. Where required, support pipes shall be schedule 40 hot-dip galvanized or powder-coated black steel. All fastening hardware shall be stainless steel.

ARCHITECTURAL POWDER-COATING PROCESS: All powder-coated parts shall undergo a rigorous multi-step process to ensure colorfastness and durability. All parts are completely sandblasted, pre-treated, and coated with primer prior to powder coating. Powder-coating shall be electrostatically applied and oven-cured at 375 to 425 degrees Fahrenheit. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance. Colors shall be specified.

STANDARD FOOTINGS: Footings shall be designed per stringent International Building Code (IBC) for the specific structure. Columns will be provided as standard direct embedment or pier mount.

ROOFING: Manufacturer's frames and/or fabric sails should be polyethylene shade fabric or a known industry wide equivalent. Fabric should be attached to frame or columns using a Fastening System below in conjunction with vinyl covered stainless steel cables. Cable fasteners are to be zinc-plated copper for maximum corrosion resistance.

FASTENING SYSTEM (Frame Structure): Shade fabric shall be delivered complete with independent cables pre-inserted in fabric hems. Each cable shall be looped and clamped at each end. Fastening system to consist of a device which is factory installed at each roof rafter corner. The fastening system should feature a concealed mechanism which allows even tensioning of cables. Cables are to be attached in a manner that allow even distribution of tension over rafters and not directly onto the mechanism. Rafters are to be sealed with no penetrations on the top side to prevent water ingress. At a minimum a vandal-resistant bolt shall be used to prevent access of the fastening system at the end of each rafter. Continuous one-piece cables, cables which are not independent per side and pre-looped and clamped at the factory, and/or cables which must be tensioned with the use of turnbuckles or tools not provided by the manufacturer are not acceptable. Structures which do not feature the fastening system on each and every rafter, or fastening mechanisms which do not feature a sealed top rafter and tensioning system are not acceptable.

FASTENING SYSTEM (Sail Structure): Shade sails shall be delivered complete with fastening system installed. Fastening system, at a minimum, to consist of factory-formed stainless steel tensioning plates pre-attached to fabric canopies at each corner, and cables per the above hemmed into the fabric at the factory and terminating in the bracket. Posts shall be equipped with an adjustable 360-degree swivel and pivot attachment mechanism to which the tensioning plate fastens. Tensioning plate shall include a stainless steel adjustment bolt to ensure the fabric is tensioned for a taut fit. Fabrics, cables, and brackets which are not pre-assembled at the factory are not acceptable. Cables which attach to posts with u-bolts or 'S' hooks, and which do not use a stainless steel bracketing system similar to the above are not acceptable.

SHADE FABRIC: Shall be manufactured using a knitted monofilament and tape construction of high density polyethylene with Ultra-Violet (U.V.) stabilizers and flame retardant. Shade fabric shall have at a minimum, a UV- Block Factor from 90% to 97%.

Properties:

Nominal Fabric Mass:		Min. 340 g/m ² // 10 oz/yd ²
Fabric Thickness:	ASTM D5199-12	.06 inch
Temperature Range:		-50°F to 248°F

Roll Width:		9 ft. 10 in.
Roll Length:		131 ft.
Tensile Strength:	ASTM D5034-09	Warp (189.1 lbf) / Weft (462.3 lbf)
Elongation:	ASTM D5034-09	Warp (88.7%) / Weft (49%)
Tongue Tear:	ASTM D2261-13	Warp (39.6 lbf) / Weft (43 lbf)
Burst Strength:	ASTM D6797-15	408.0 lbf
Flammability:	ASTM E-84 Class A	
Lead:		PASS
Phthalate:		PASS

Shade Fabrics shall meet stringent Fire Standards for shade fabrics including CSFM 1237.1 and NFPA 701 across all color variants.



At a minimum all hems and seams shall be double row lock stitched using exterior grade UV-stabilized polyethylene GORE™ TENARA® sewing thread or a known industry wide equivalent.

INSURANCE: Manufacturer must show acceptable evidence of the following minimum insurance coverages, all written on the Occurrence Form:

- ☐ Commercial Product Liability/Completed Operations of \$1,000,000 per claim and \$2,000,000 aggregate;
- ☐ Professional Liability (Errors & Omissions) of \$2,000,000 per claim;
- ☐ And an additional \$5,000,000 umbrella coverage.

WARRANTY: Shade manufacturer's products shall warrant that the equipment will be free of defects in workmanship or materials. Shade manufacturer's products shall further warrant:

- LIMITED 20 YEAR WARRANTY on all upright posts, cables, and tensioning plates against failure due to rust-through corrosion.
- LIMITED 10 YEAR WARRANTY on all shade fabric and stitching thread against degradation, cracking or material breakdown resulting from ultra-violet exposure. Warranty shall exclude failure of fabric due to chemical erosion or as a result of flying objects.

- LIMITED 1 YEAR WARRANTY on powder-coating, or any other product or part not covered by one of the above warranties.

Warranty's that are prorated will not be allowed.

MANUFACTURER EXPERIENCE: Bidder must show evidence of at least six (6) public municipal installations where manufacturer's product as proposed pursuant to this bid has been installed and has been in continuous use for a minimum of five (5) years each.

MANUFACTURING FACILITY: Bidder's products must be completely manufactured entirely in its own factory by its own employees, including powder-coating, ensuring complete quality control. Bidder must certify that no aspect of its production – including powder-coating – is contracted out to third parties.

ALTERNATE PRODUCT APPROVAL PROCEDURE: Ten (10) day prior approval required for substitution of product design, materials and features specified above. Submittals must include plans, drawings, cut sheets, material data sheets, testing results and samples. Bids failing to meet this requirement will be deemed non-responsive.

**SECTION 32 92 00
TURF AND GRASSES**

**APWA STANDARD SPECIFICATIONS ARE HEREBY AMENDED TO
INCLUDE THE FOLLOWING:**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Supplemental General Conditions and Special Provisions, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Sodding.
- B. Related Sections include the following:
 - 1. Section 32 93 01 Exterior Plants

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Planting Soil: Native soil or surface soil modified to become topsoil; mixed with soil amendments.
- C. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of Bluegrass Sod: From sod producer - each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of sod mixture for turfgrass, identifying source, including name and telephone number of supplier.

Vineyard City

32 92 00

Vineyard Grove Park and
Penny Springs Park
Shade Structures

- C. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer.
- D. Material Test Reports: For existing native soil.
- E. Planting Schedule: Indicating anticipated planting dates for each type of planting.

1.5 QUALITY ASSURANCE

- A. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- B. Native Soil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
- C. Report suitability of native soil for lawn growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil.
- D. Preinstallation Conference: Conduct conference at Project site as requested by the City.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Storage:
 - 1. Materials shall be stored in areas designated by the Owner.
 - 2. Fertilizers and other soil amendments shall be stored in cool, dry locations away from contaminants.
 - 3. Chemical treatment materials shall not be stored with other landscape materials.
- B. Handling:
 - 1. Materials: Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

1.7 SCHEDULING

- A. Planting Restrictions: Coordinate planting periods as follows:

1. No sodding or seeding operations shall take place if ground is muddy, standing water present, frozen, snow covered.
 2. Sod installation- March 15th to October 15th or until ground is frozen.
 3. Seed installation- March 15th to May 15th or September 15th to October 15th or until ground is frozen.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.8 FINAL ACCEPTANCE

- A. Final Acceptance shall be issued to the Contractor for Sod areas per the following procedures:
1. Following substantial completion, the Owner will perform a final walk through to judge the completeness and quality of sod installation. This will include evaluating layout and location, health of grass, finished grading, irrigation, etc.
 2. The Owner will provide a Punch List of items for the Contractor to remedy.
 3. The Contractor shall notify the Owner when all punch list items are complete.
 4. A Verification Walk will be performed by the Owner to verify all punch list items are adequately completed.
 5. Based on a successful Verification Walk, the Owner will issue Final Acceptance to the Contractor and will take over all maintenance and care of sod. The one-year warranty will begin upon the date of Final Acceptance.
 6. If Substantial Completion is achieved after October 15th, the Verification Walk and Final Acceptance will occur the following spring. The Contractor will be responsible to maintain the sod through the winter as required.

1.9 WARRANTY

- A. Special Warranty: Warrant the following exterior plants, for the warranty period indicated, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents that are beyond Contractor's control.
1. Warranty Period for Trees and Shrubs: One year from date of Final Acceptance.
 2. Warranty Period for Ground Cover and Perennial Plants: One year from date of Final Acceptance.

3. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
4. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
5. A limit of one replacement of each exterior plant will be required, except for losses or replacements due to failure to comply with requirements.

PART 2 - PRODUCTS

2.1 SOD

- A. Bluegrass Sod: Sod supplied by the Contractor shall be grown by a sod grower, well established, pest and weed free, one (1) and one quarter (1-1/4") inches thick, and supplied in rolls or sheets of the industry size. Sod shall be the current year's crop, guaranteed by the supplier as follows:
1. Bio Blue Bluegrass, as provided by BioGrass Sod Farms (801-562-9090) or approved equal.

2.2 ORGANIC SOIL AMENDMENTS

- A. Compost: Dairy based organic compost material. Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
1. Organic Matter Content: 35%- 50% percent of dry weight.

2.3 TOPSOIL

- A. Imported or amended native soil to meet the following:
1. Topsoil Quality Guidelines:
 - a. pH: 5.5-7.5
 - b. Soluble Salts dS/m or mmho/cm: <4
 - c. Sodium Absorption Ratio (SAR): <10
 - d. Organic Matter %: ≥4.0, <20
 - e. Sand %: >20, <70
 - f. Silt %: >20, <70
 - g. Clay %: >10, <30
 - h. Texture Class: Loam, Sandy Loam, Silt Loam
 2. Topsoil free of:
 - a. Subsoils
 - b. Course sand and gravel
 - c. Stiff clay, hard clods, or hard pan soils
 - d. Rock larger than 1 inch in any dimension
 - e. Roots larger than 1/2 inch in diameter
 - f. Trash, litter, or refuse
 - g. Noxious weeds and weed seeds

3. Topsoil may contain a maximum of 5 percent rock smaller than 1 inch.
4. Material test reports shall provide amendment recommendations with minimum quality standards and volumes.

2.4 PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.

2.5 FERTILIZER

- A. Slow-Release Fertilizer: Sodded Lawns - Granular or pelleted fertilizer Biosol Mix 7-2-3 consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Apply at rate of 33 lbs./ 1000 SF for sodded lawn areas.
 2. Composition: 7-2-3 Nitrogen, phosphorous, and potassium or in amounts recommended in soil reports from a qualified soil-testing agency.
- B. Slow-Release Fertilizer: Seeded Lawns - Granular or pelleted fertilizer of slow release 16-16-16.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive sod or seed for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 SOD BED PREPARATION AND INSTALLATION

- A. Limit subgrade preparation to areas to be planted. Sub-grade shall be scarified to a depth of four (4) inches to ensure proper bonding with applied topsoil if it has been compacted due weather or equipment.
- B. Install 4" depth of amended planting soil or imported topsoil that meet the requirements of this section.
- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
 - 1. The Installer shall prepare no more ground than can be sodded in a twenty-four (24) hour period. Sod shall be placed within 24 hours of ground preparation. The ground shall be re-prepared if weather or traffic has compromised the friability of the prepared area.
 - 2. No sodding shall be done immediately after a rainstorm or if a prepared surface has been compacted without first loosening the surface to a smooth, loose, uniformly fine texture just prior to sodding.
- D. Apply Biosol mix fertilizer at a rate of 33lbs. / 1000 SF. Apply fertilizer directly to fine grade. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
- E. Moisten prepared sod areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Areas where sod is to be laid shall be cut, trimmed, or shaped to receive full width sod (minimum 12"). No partial strip or pieces will be accepted.
- G. Place sod on prepared surface so that joints between courses are matched against the last line laid.
- H. All work shall be done from boards laid on top of the prepared surface or on already laid sod. Care shall be taken to prevent footprints or other disturbances to the prepared bed. Any such disturbances shall be promptly repaired so that the sod will be laid on a proper bed to insure the necessary bonding between it and the sod.
- I. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also with the ground. Sod laid on any sloped areas shall be anchored with wooden dowels or other

materials which are accepted by the sodding industry. Roll sod immediately after placing using a hand roller half filled with water.

3.4 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by any work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period.
- D. Maintenance During Lawn Establishment:
 - 1. General: Begin maintenance of the lawn areas immediately after each area is planted and continue until acceptable lawn is established. Maintenance shall include watering, fertilizing, eradicating weeds, mowing, trimming, protecting slopes from erosion, maintaining mulch material, protecting lawn areas from traffic, replanting and other operations. Roll, re-grade, and re-sod/re-seed bare or eroded areas and re-mulch to provide a uniformly smooth lawn.
 - 2. Repair: Lawn areas shall be re-established as specified herein for eroded, damaged or barren areas.
 - 3. Mowing Installed Sod: Mow sodded areas as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 33 percent of grass height. Remove no more than 33 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - a. Mow grass 3 inches high.
 - 4. Watering: Provide and maintain permanent irrigation system to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches.
 - a. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch.
 - b. Water lawn at a minimum rate of 1 inch per week through establishment period.
 - 5. Lawn Post Fertilization: Apply fertilizer immediately after installation initial mowing and when grass is dry. Water after application.

- a. Use a commercial fertilizer 20-20-20+ iron that will provide actual nitrogen of at least 1 lb./1000 sq. ft. to lawn area at a total rate of 5 lbs./1000 sq. ft.. Apply no more than 1 lb./1000 sq. ft. each application.
- 6. Chemical Treatment:
 - a. When a pest or disease becomes apparent during the Lawn Establishment Period, a state-certified applicator shall apply required chemicals in accordance with EPA label restrictions and recommendations. Hydraulic equipment for the liquid application of chemicals shall be provided with a leak-proof tank, positive agitation methods, controlled application pressure and metering gages. Pre-emergent herbicides will not be used.
 - b. A Chemical Treatment Plan shall be provided to the Owner as stated in these Specifications.

END OF SECTION

**SECTION 32 93 01
EXTERIOR PLANTS**

**APWA STANDARD SPECIFICATIONS ARE HEREBY AMENDED TO
INCLUDE THE FOLLOWING:**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Supplemental General Conditions and Special Provisions, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Trees.
 - 2. Shrubs.
 - 3. Ground cover.
 - 4. Plants.
 - 5. Mulch.
- B. Related Sections include the following:
 - 1. Section 32 92 00 Turf and Grasses

1.3 DEFINITIONS

- A. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1.
- B. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.
- C. Finish Grade: Elevation of finished surface of planting soil.
- D. Planting Soil: Native soil or surface soil modified to become topsoil; mixed with soil amendments.

- E. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Product Certificates: For each type of manufactured product, signed by product manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Qualification Data: For landscape Installer.
- D. Material Test Reports: For existing surface soil and imported materials.
- E. Planting Schedule: Indicating anticipated planting dates for exterior plants.
- F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year. Submit before expiration of required maintenance periods upon substantial completion and prior to final acceptance and beginning of maintenance contract.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when exterior planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Organic Compost Material and Native Soil Analysis: Furnish test analysis of each by a qualified soil-testing laboratory or supplier stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of both items above.

1. Report suitability of native soil for plant growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory amended soil if different from what is called for in these specifications.
- D. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
 1. Selection of exterior plants purchased may be made by the City who will tag plants at their place of growth before they are prepared for transplanting.
- E. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- F. Observation: The City's Representative may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. The City retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 1. Notify the City's representative of sources of planting materials 30 days in advance of delivery to site.
- G. Preinstallation Conference: Conduct conference at Project site as requested by the City.

1.6 COORDINATION

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of installation through final acceptance and beginning of maintenance contract.
- B. No planting shall take place if ground is muddy, standing water is present, frozen or snow covered.
 1. Spring Planting: April 15- June 15
 2. Fall Planting: August 15- October 15
 - 3.

4. It should be noted that these are considered to be ideal planting periods, however, installer will be permitted to plant year round as long as none of the above conditions exist and that precautions are taken to avoid any negative effects on plantings due to any adverse seasonal weather or climate conditions that may exist.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.
- D. Coordination with Sodded/Seeded Areas: Plant trees and shrubs after finish grades are established and before sodding/seeding areas, unless otherwise acceptable to the City.
 1. When planting trees and shrubs after sodded/seeded areas, protect these areas and promptly repair damage caused by planting operations.

1.7 WARRANTY

- A. Special Warranty: Warrant the following exterior plants, for the warranty period indicated, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents that are beyond Contractor's control.
 1. Warranty Period for Trees and Shrubs: One year from date of Final Acceptance.
 2. Warranty Period for Ground Cover and Perennial Plants: One year from date of Final Acceptance.
 3. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
 4. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 5. A limit of one replacement of each exterior plant will be required, except for losses or replacements due to failure to comply with requirements.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

- B. Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to the City's representative, with a proportionate increase in size of roots or balls.
- C. Label each tree and shrub with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- D. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- E. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

2.2 DECIDUOUS AND ORNAMENTAL TREES

- A. Deciduous Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.
 - 1. Provide balled and burlapped trees.
 - 2. Branching Height: One-third to one-half of tree height.
- B. Ornamental Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as follows:
 - 1. Stem Form: Single stem and Multistem, clump, with two or more main stems according to the natural form of species and type.
 - 2. Provide balled and burlapped trees.

2.3 DECIDUOUS SHRUBS

- A. Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.
 - 1. Provide container-grown shrubs.

2.4 CONIFEROUS EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, coniferous evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.
- B. Form and Size: Specimen-quality, exceptionally heavy, tightly knit, symmetrically shaped coniferous evergreens and the following grade:

1. Heavy Grade
2. Provide balled and burlapped trees.

2.5 BROADLEAF EVERGREENS

- A. Form and Size: Normal-quality, well-balanced, broadleaf evergreens, of type, height, spread, and shape required, complying with ANSI Z60.1.
 1. Provide container-grown shrubs.

2.6 GROUND COVER and 1 GAL. SHRUBS/ GRASSES

- A. Ground Cover: Provide ground cover of species indicated on the plans, established and well rooted in pots or similar containers, and complying with ANSI Z60.1.

2.7 SEASONAL PLANTS

- A. Perennials: Provide healthy, field-grown plants from a commercial nursery, of size, species and variety shown or listed.
- B. Vines: Provide vines of species indicated complying with requirements in ANSI Z60.1 as follows:
 1. Two-year plants with heavy, well-branched tops, with not less than 3 runners 18 inches or more in length, and with a vigorous well-developed root system.
 2. Provide field-grown vines. Vines grown in pots or other containers of adequate size and acclimated to outside conditions will also be acceptable.

2.8 ORGANIC SOIL AMENDMENTS

- A. Planting soil backfill for trees, shrubs, perennials, and grasses to be 30% native soil, 30% imported loamy topsoil, 20% coarse sand, and 20% peat moss or organic mulch.

2.9 FERTILIZER

- A. Slow-Release Fertilizer: Trees, Shrubs, Groundcovers- Granular or pelleted fertilizer Biosol Mix 7-2-3 consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Apply at rate of 44lbs./ 1000 SF for groundcover and perennial areas, and 12 oz./ tree pit, 4oz./ 5 gal shrub pit: 20 percent

nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2. Composition: 7-2-3 Nitrogen, phosphorous, and potassium or in amounts recommended in soil reports from a qualified soil-testing agency.

2.10 STAKES AND GUYS

- A. Upright and Guy Stakes: 2" dia. Lodgepole pine stakes.
- B. Guy and Tie: Chainlock or approved equal tree ties (1" width). Nail or staple to stake to hold vertically. Loop each tie around tree loosely to provide 1" slack on trunk for growth.

2.11 MISCELLANEOUS PRODUCTS

- A. Anti-dessicant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

2.12 PLANTING SOIL MIX- TREE, SHRUB, PERENNIAL, AND GRASS PLANT BACKFILL

- A. Planting Soil Mix: Mix installed topsoil and native soil with the following in the specified quantities:
 1. 30% native soil, 50% imported topsoil, and 20% coarse clean sand.
 2. Weight of Slow-Release Biosol Mix 7-2-3 Fertilizer per 1000 Sq. Ft. of groundcover/ perennial areas: 44 lbs.
 3. Weight of Slow-Release Biosol Mix 7-2-3 Fertilizer in tree pits: 12 oz.
 4. Weight of Slow-Release Biosol Mix 7-2-3 Fertilizer in shrub pits: 4 oz.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and obtain City Representative's acceptance of layout before planting. Make minor adjustments as required.
- D. Lay out exterior plants at locations directed by the City's representative. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- E. Grower shall apply anti-desiccant to all trees and shrubs using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

3.3 PLANTING BED ESTABLISHMENT

- A. Loosen subgrade of planting beds to a minimum depth of 12 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Install 8" of premium topsoil in planting beds.

- B. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- C. Restore planting beds if eroded or otherwise disturbed after finish grading and before planting.

3.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver exterior plants freshly dug.
- B. Do not prune trees and shrubs before delivery, except as approved by the City's representative. Protect bark, branches, and root systems from sunscald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.
- C. Handle planting stock by root ball.
- D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants trees in shade, protect from weather and mechanical damage, and keep roots moist.
 - 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material. Do not set root ball on concrete or lean trunks or canopy against fence or wall.
 - 2. Do not remove container-grown stock from containers before time of planting.
 - 3. Water root systems of exterior plants stored on-site with a fine-mist spray; temporary irrigation system or manually with hose. Water as often as necessary to maintain root systems in a moist condition.

3.5 TREE AND SHRUB EXCAVATION

- A. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
 - 1. Excavate approximately two times as wide as ball diameter for balled and burlapped and container-grown stock.
- B. Native soil above 36" depth removed from excavations may be used in planting backfill. Subsoil below 36" depth removed from excavations may not be used in planting backfill.

- C. Obstructions: Notify the City's representative if unexpected rock or any other obstructions detrimental to trees or shrubs are encountered in excavations.
 - 1. Hardpan Layer: Drill 6-inch- diameter holes into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. Drainage: Notify the City's representative if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.6 TREE AND SHRUB PLANTING

- A. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball 2" inches above adjacent finish grades. Trees shall be planted such that trunk flare is visible at the top of the rootball. Do not cover the top of the root ball with soil.
 - 1. Remove all wire, entire wire basket, nylon ties, twine, rope and 2/3 burlap from root ball. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 2. Place planting soil around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- B. Set container-grown stock plumb and in center of pit or trench with top of root ball 1 inch above adjacent finish grades.
 - 1. Carefully remove root ball from container without damaging root ball or plant.
 - 2. Place planting soil around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
- C. Shredded Wood Mulching: Apply 4-inch average thickness of organic mulch after planting. For trees in sod areas, provide min. 18 inch radius collar of mulch. Do not place mulch within 3 inches of trunks or stems.

3.7 GROUND COVER AND PERENNIAL PLANTING

- A. Set out and space ground cover and plants as indicated.
- B. Dig holes large enough to allow spreading of roots, and backfill with planting soil.
- C. Work planting soil around roots to eliminate air pockets.
- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.8 TREE AND SHRUB PRUNING

- A. Prune, thin, and shape trees and shrubs as directed by the City's representative.
- B. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by the City, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are sizes after pruning.

3.9 GUYING AND STAKING

- A. GUY ALL TREES ACCORDING TO PLANTING DETAIL ON PLANS.
- B. Guy and stake all deciduous and evergreen trees.
- C. For deciduous trees; use a minimum of 2 stakes for trees, 2 ½" cal. and smaller, and a minimum of 3 stakes for trees greater than 2 ½" cal. Stakes shall be of a length required to penetrate a min. of 48" above grade; for evergreen, use a minimum of 3 stakes (up to 5 stakes may be required for 14' ht. And larger evergreens). Stakes shall be of a length required to penetrate a minimum of 24" below grade and to extend a maximum of 6" above grade.
- D. Set all stakes and space to avoid any penetration of the rootball or any portion thereof.
- E. Remove entire wire basket on each rootball along with any other twine around trunk and packaging materials, etc.
- F. Support trees @ each guywire with two strands twisted galvanized wire and 2" nylon tree straps at contact points with tree trunks. Allow enough

slack to avoid rigid restraint of tree. Continuous treestraps shall be of appropriate length so that grommets are 4"-6" away from the tree trunk. Treestraps shall not be linked together to achieve the required length.

- G. No poly PVC or garden hose and wire shall be accepted as a guying method.

3.10 PLANTING BED MULCHING

- A. Mulch backfilled surfaces of planting beds and other areas indicated.
 - 1. Shredded Wood Mulch: Apply 4-inch average thickness of organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.

3.11 MAINTENANCE

- A. Trees and Shrubs: Maintain by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening, and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required keeping trees and shrubs free of insects and disease.
- B. Ground Cover and Perennial Plants: Maintain by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings.

3.12 ANTI-DESSICANT SPRAY

- A. Apply 2 applications of anti-dessicant spray for all evergreen trees and shrubs.

3.13 CLEANUP AND PROTECTION

- A. During exterior planting, keep adjacent pavings and construction clean and work area in an orderly condition.
- B. Protect exterior plants from any damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.

3.14 DISPOSAL

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

Vineyard Grove Park & Penny Springs Park Shade Structures

Vineyard, UT, 84059



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project team

OWNER

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LANDSCAPE ARCHITECT

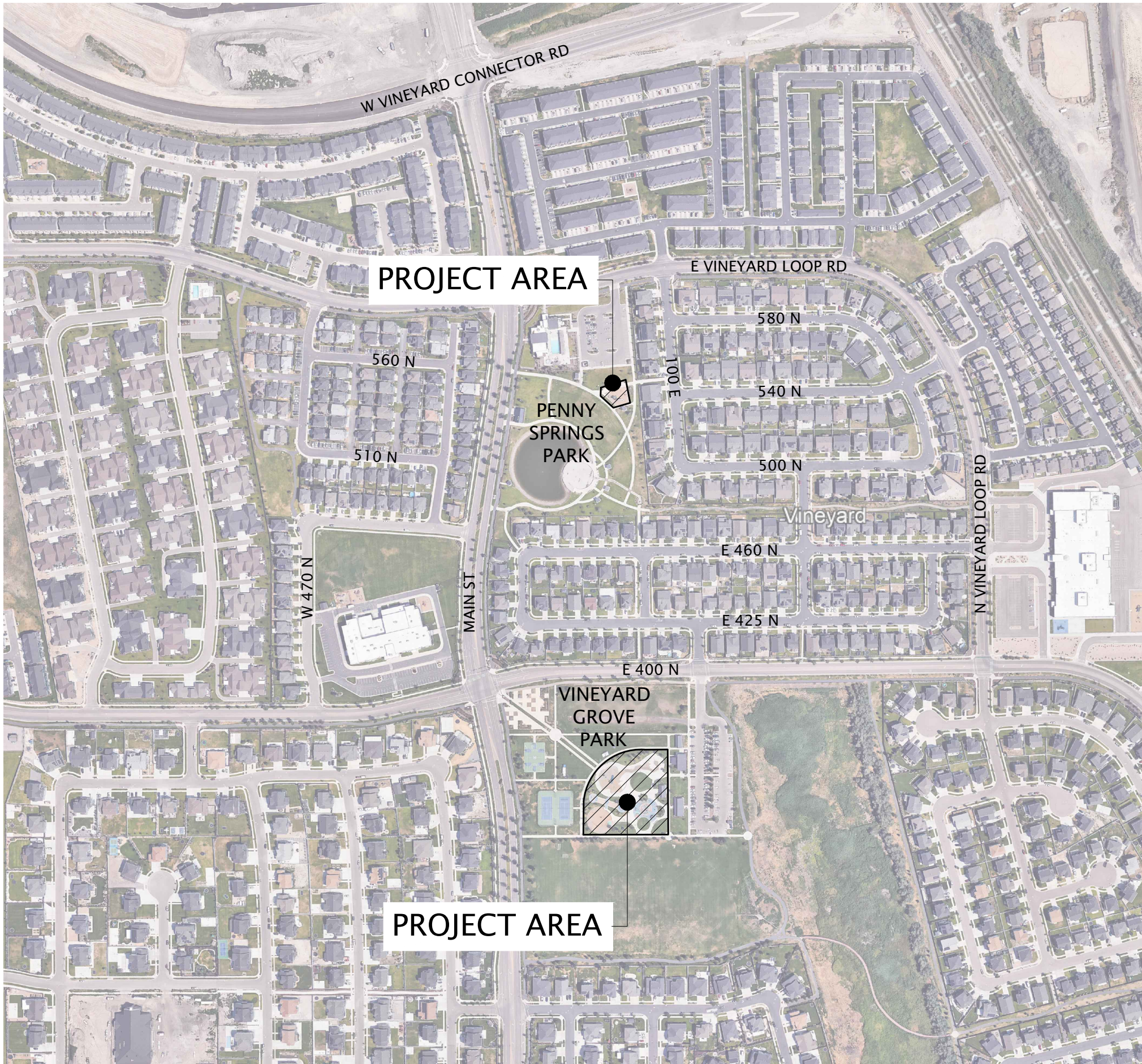
blu line designs
8719 S. Sandy Parkway
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F: -- E-MAIL: rob@blulinedesigns.com



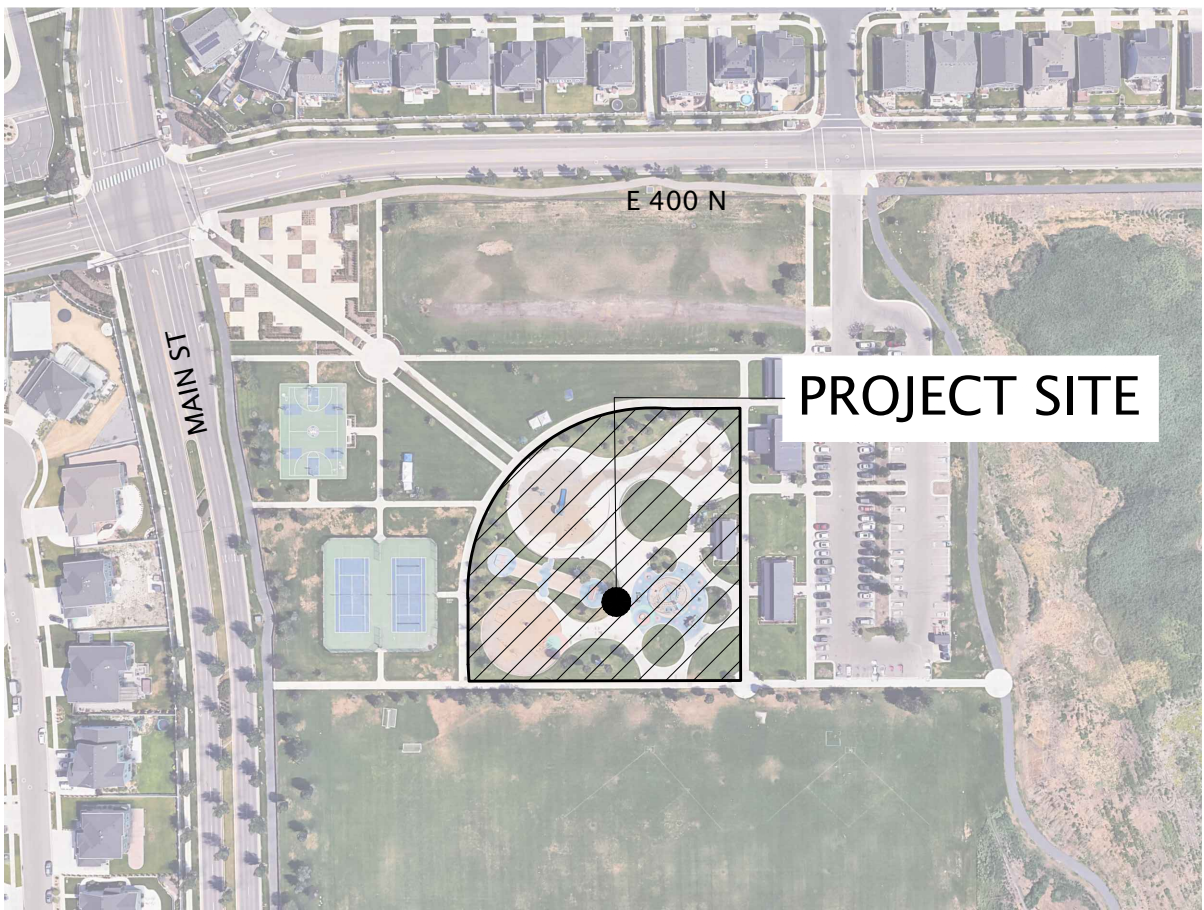
General Notes

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND VINEYARD CITY STANDARDS, SPECIFICATIONS, AND DETAILS. ALL WORK AND MATERIALS NOT IN CONFORMANCE WITH THESE ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
2. EXISTING UTILITIES, EASEMENTS, AND STRUCTURES SHOWN ON THE DRAWINGS ARE IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, SIZE, TYPE, AND STRUCTURES TO BE ENCOUNTERED ON THE PROJECT PRIOR TO ANY EXCAVATION AND CONSTRUCTION IN THE VICINITY OF THE EXISTING UTILITIES AND STRUCTURES.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED PERMITS, LICENSES, AND APPROVALS REQUIRED TO LEGALLY AND RESPONSIBLY COMPLETE THE WORK.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL, DISPOSAL, OR RELOCATION OF ALL OBSTRUCTIONS AND DEBRIS WITHIN THE DELINEATED CONSTRUCTION AREA PRIOR TO STARTING NEW CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY DEBRIS RESULTING FROM NEW CONSTRUCTION.
5. CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO EXISTING FEATURES AND FACILITIES SCHEDULED TO REMAIN AS PART OF THE FINISHED CONSTRUCTION. REPAIR, REPLACEMENT, AND/OR REMOVAL AS DETERMINED BY OWNER SHALL BE AT THE CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR SHALL CALL BLUE STAKES AT 1-800-662-4111 FOR UNDERGROUND UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION.
7. THE CONTRACTOR SHALL ESTABLISH BEST ACCESS THROUGH THE PARKS TO THE PROJECT SITES WITH THE CITY TO MINIMIZE DISTURBANCE TO THE PARKS, EXISTING IMPROVEMENTS, AND PARK OPERATIONS. THE CONTRACTOR IS RESPONSIBLE TO REPAIR ANY DAMAGE CAUSED TO THE PARKS DUE TO CONSTRUCTION ACCESS TO THE PROJECT SITES.
8. THE PROJECT SHALL NOT BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENT, AND SIDEWALKS HAVE BEEN SWEEPED CLEAN OF ALL DIRT AND DEBRIS. DURING THE ONE YEAR WARRANTY THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN TURF, TREES, SHRUBS, ETC.
9. ALL CLARIFICATIONS OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE SITE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO BEGINNING OF WORK.
10. ALL AREAS WITHIN AND AFFECTED BY THIS PROJECT SHALL HAVE POSITIVE DRAINAGE. POSITIVE DRAINAGE SHALL BE PROVIDED TO DIRECT STORMWATER AWAY FROM ALL STRUCTURES.

project location



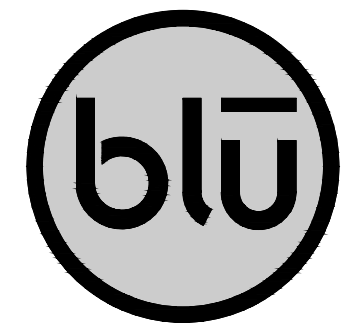
project area



Vineyard Grove Park project site



Penny Springs Park project site



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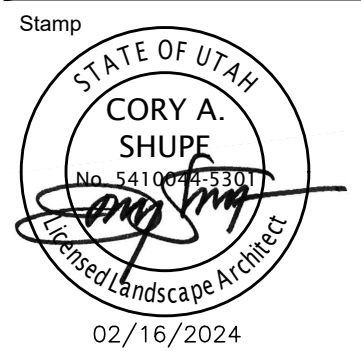
CONTACT:
BRIAN VAWDREY
P: 385.240.6096



VINEYARD
STAY CONNECTED

VINEYARD GROVE PARK AND PENNY
SPRINGS PARK SHADE STRUCTURES
VINEYARD, UT 84059

REVISIONS	
NO.	DESCRIPTION

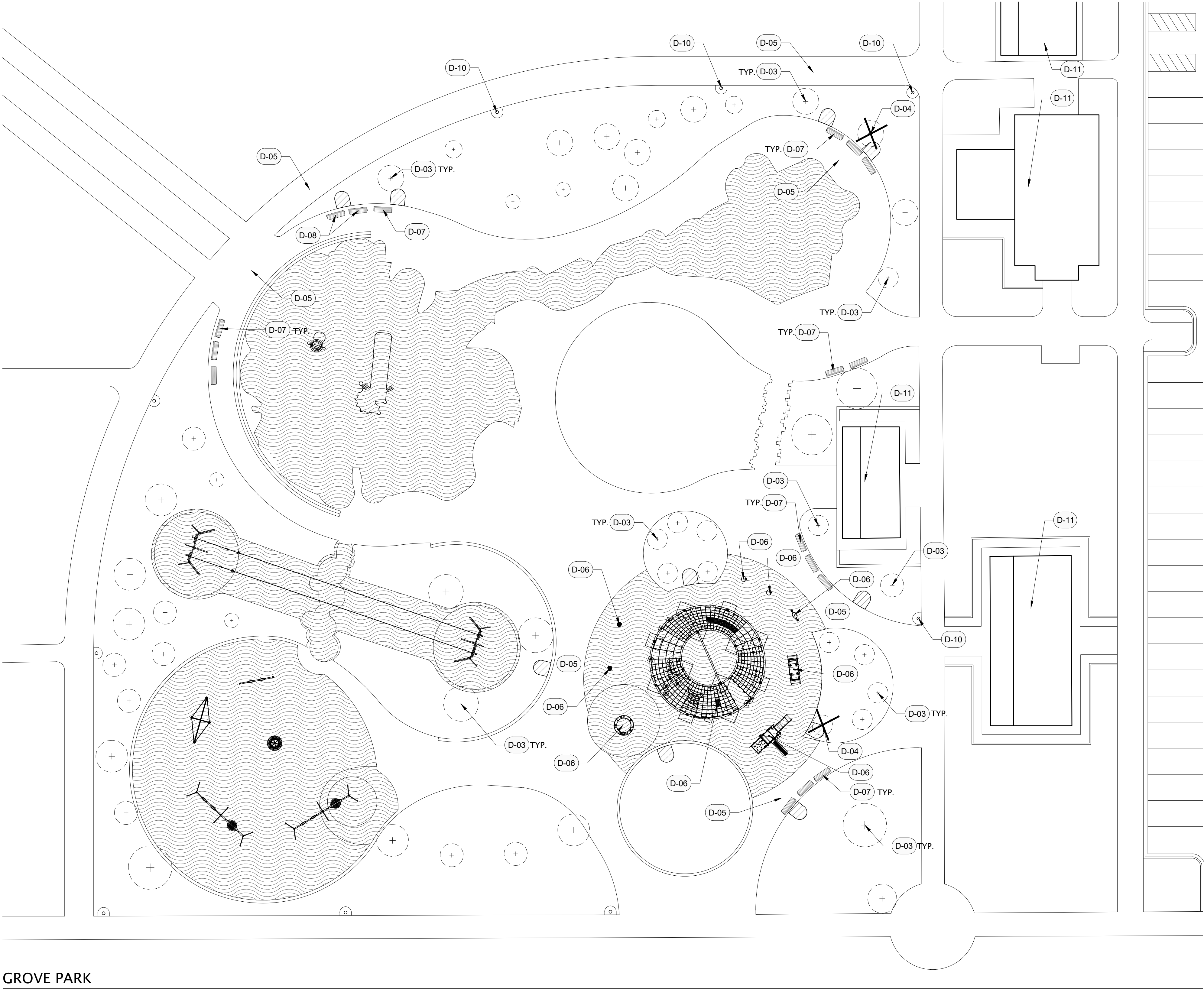


Designed By: RD
Drawn By: TH
Date: 02/16/24
Checked By: RD
Project No: 23-100

Drawing Title
PROJECT
NOTES &
SHEET
INDEX
Drawing number

L001

BID SET



GROVE PARK

REFERENCE NOTES SCHEDULE GROVE PARK

SYMBOL	DEMO DESCRIPTION	QTY
D-03	EXISTING TREE TO BE PRESERVED AND PROTECTED	
D-04	EXISTING TREE TO BE REMOVED	
D-05	EXISTING SIDEWALK TO BE PRESERVED AND PROTECTED	
D-06	EXISTING PLAY EQUIPMENT TO BE PRESERVED AND PROTECTED	
D-07	EXISTING BENCH TO BE PRESERVED AND PROTECTED	
D-08	EXISTING BENCH TO BE REMOVED AND REINSTALLED	
D-10	EXISTING LIGHT POLE AND FOOTING TO BE PRESERVED AND PROTECTED	
D-11	EXISTING PAVILION TO BE PRESERVED AND PROTECTED	
SYMBOL	DEMO DESCRIPTION	QTY
[Hatched Box]	FOOTING AREA TO BE CLEARED AND GRUBBED. PLAY SURFACING IN THE FOOTING AREA TO BE CLEARED/EXCAVATED AND REMOVED.	247 SF
[Wavy Box]	EXISTING PLAY SURFACING TO BE PRESERVED AND PROTECTED	23,193 SF

DEMOLITION NOTES:

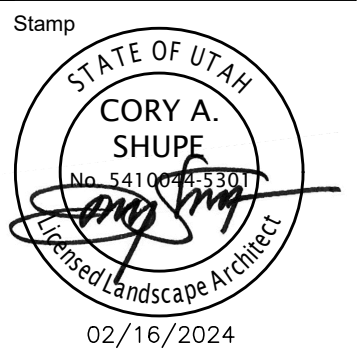
- ALL EXISTING TREES, HARDSCAPE, LANDSCAPE, AND OTHER FEATURES SHOWN TO BE DEMOLISHED AND REMOVED SHALL BE VERIFIED IN FIELD WITH OWNER PRIOR TO DEMOLITION.
- CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL SIDEWALK, PAVEMENT, UTILITIES, LANDSCAPING, IRRIGATION, AND EXISTING IMPROVEMENTS DAMAGED AS PART OF CONSTRUCTION.
- CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
- ANY TURF OR SIDEWALKS DAMAGED BY THE CONTRACTOR IN THE COURSE OF THE DEMOLITION AND CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR.
- WHEN EXCAVATIONS ARE PERFORMED IN PLAYGROUND SURFACING, THE CONTRACTOR SHALL REPAIR AND REFILL THE SURFACING AS NEEDED.
- IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT BLUE STAKES OF UTAH PRIOR TO STARTING ANY ACTIVITIES.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE, INSTALL AND MAINTAIN APPROPRIATE TRAFFIC CONTROL DEVICES AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES THAT MAY BE REQUIRED TO INSURE SAFE AND EFFICIENT MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA AND TO PROVIDE MAXIMUM PROTECTIONS AND SAFETY TO ROAD WORKERS.
- IF DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH INDICATE AN UNIDENTIFIED SITUATION IS PRESENT, THE CONTRACTOR SHALL CONTACT THE OWNER AND ENGINEER IMMEDIATELY.

Scale: 1" = 20'-0"



BID SET

REVISIONS	
NO.	DESCRIPTION

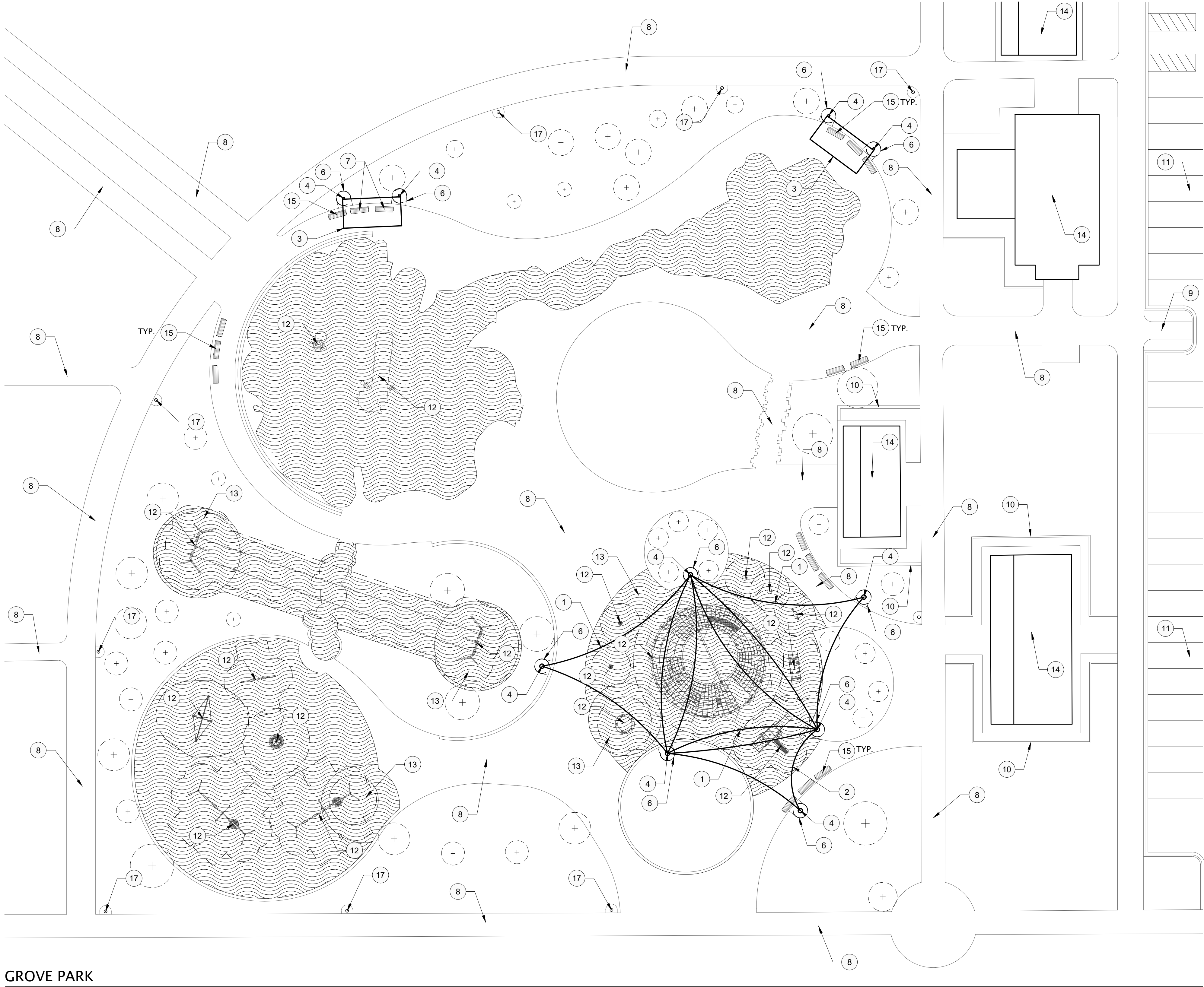


Designed By:	RD
Drawn By:	TH
Date:	02/16/24
Checked By:	RD
Project No:	23-160

Drawing Title
DEMOLITION PLAN

Drawing number

LD101G



GROVE PARK

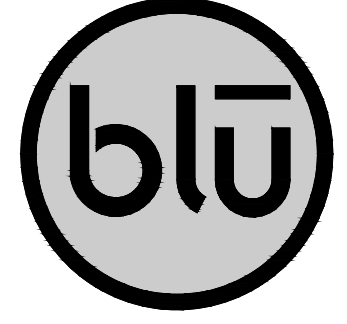
REFERENCE NOTES SCHEDULE GROVE PARK

SYMBOL	DESCRIPTION	QTY
1	TRIANGULAR SHADE SAIL	
2	TRIANGULAR SHADE SAIL BID-ALTERNATE	
3	CANTILEVERED RECTANGULAR FABRIC SHADE	
4	SHADE SAIL FOOTING AND POST	
6	6" CONCRETE CAP	
7	EXISTING BENCH TO BE RE-INSTALLED	
8	EX CONCRETE WALK TO BE PRESERVED AND PROTECTED	
9	EX ADA RAMP TO BE PRESERVED AND PROTECTED	
10	EX CURB TO BE PRESERVED AND PROTECTED	
11	EX PARKING LOT TO BE PRESERVED AND PROTECTED	
12	EX PLAY EQUIPMENT TO BE PRESERVED AND PROTECTED	
13	EX PLAY SURFACING TO BE PRESERVED AND PROTECTED	
14	EX PAVILION TO BE PRESERVED AND PROTECTED	
15	EX BENCH TO BE PRESERVED AND PROTECTED	
17	EX LIGHT POLE TO BE PRESERVED AND PROTECTED	
SYMBOL	DESCRIPTION	QTY
	EXISTING SURFACING TO BE PRESERVED AND PROTECTED	23,193 SF

SHADE SAIL NOTES:

- CONTRACTOR SHALL MINIMIZE IMPACTS TO EXISTING IMPROVEMENTS DURING INSTALLATION OF SHADE SAILS & REPAIR IMPACTS AS NOTED ON THIS PLAN & THE DEMOLITION PLAN.
- SHADE SAIL CONTRACTOR/SUPPLIER SHALL CERTIFY THAT PROPOSED SHADE SAILS ARE SUFFICIENTLY ABOVE EXISTING PLAYGROUND EQUIPMENT PER ASTM 9.8.4.1 AND ASTM 9.8.4.2.
- PROPOSED SHADE SAIL POLE LOCATIONS ARE RECOMMENDATIONS ONLY. SHADE SAIL CONTRACTOR/SUPPLIER MAY PROPOSE ALTERNATE POLE LOCATIONS IF BENEFICIAL TO THE PROJECT AS APPROVED BY THE OWNER. CONTRACTOR SHALL ENSURE THAT ALL SHADE SAIL POLES AND EXPOSED FOOTINGS ARE ADEQUATELY CLEAR OF EXISTING PLAY EQUIPMENT FALL ZONES.

Scale: 1" = 20'-0"



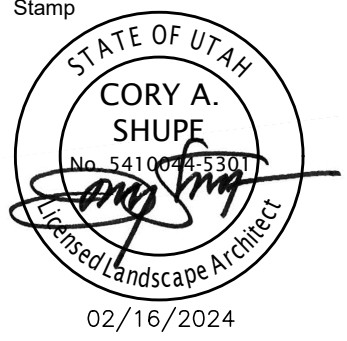
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VINEYARD GROVE PARK AND PENNY
SPRINGS PARK SHADE STRUCTURES
VINEYARD, UT 84059

REVISIONS	
NO.	DESCRIPTION



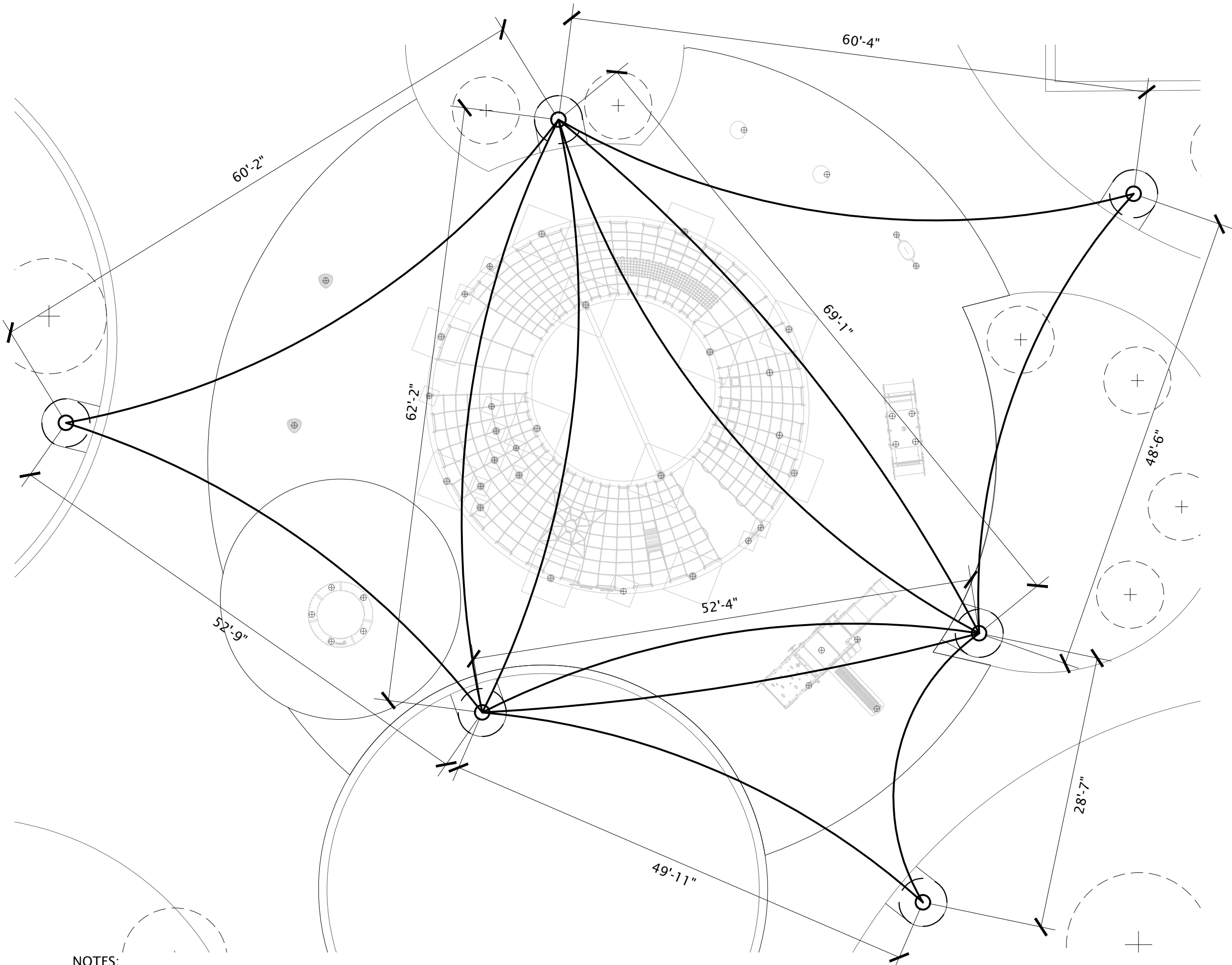
Designed By: RD
Drawn By: TH
Date: 02/16/24
Checked By: RD
Project No: 23-160

Drawing Title
SITE PLAN

Drawing number

LS101G

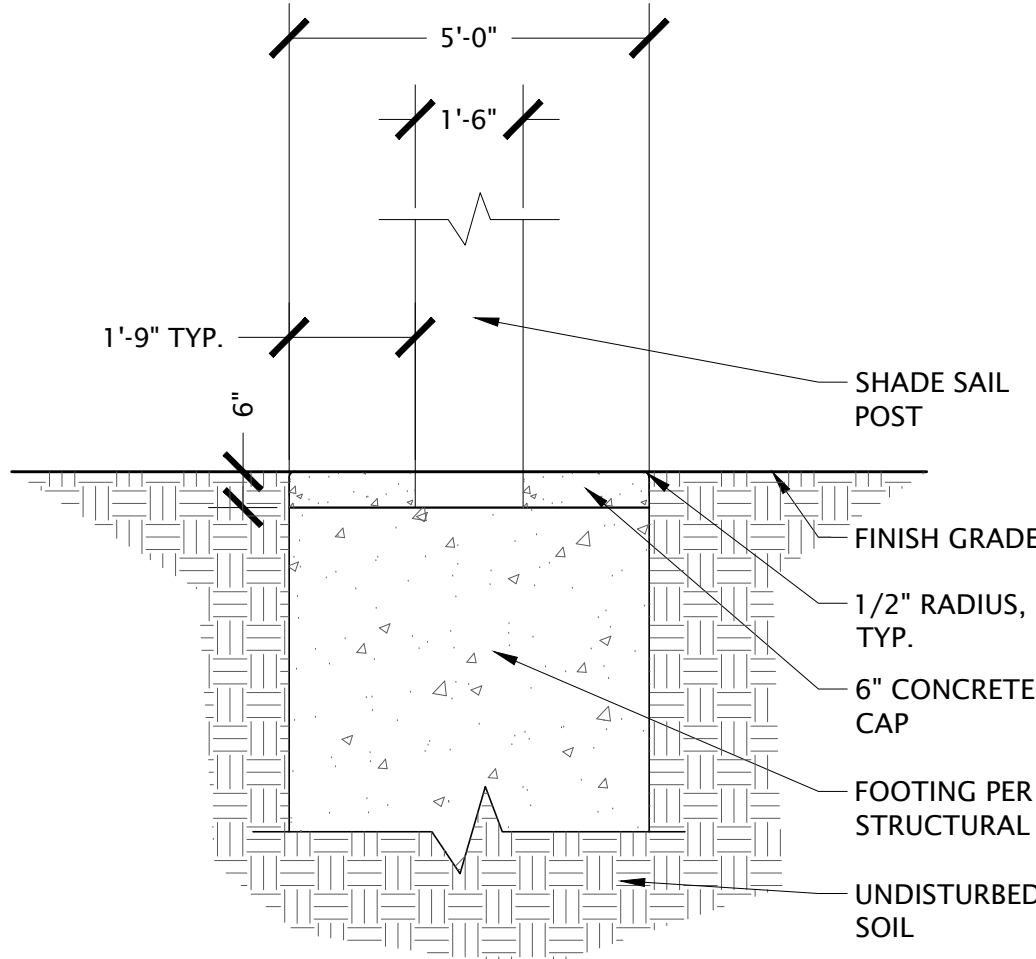
BID SET



- NOTES:
1. PROPOSED SHADE SAIL POLE LOCATIONS ARE RECOMMENDATIONS ONLY. SHADE SAIL CONTRACTOR/SUPPLIER MAY PROPOSE ALTERNATE POLE LOCATIONS IF BENEFICIAL TO THE PROJECT AS APPROVED BY THE OWNER. CONTRACTOR SHALL ENSURE THAT ALL SHADE SAIL POLES AND EXPOSED FOOTINGS ARE ADEQUATELY CLEAR OF EXISTING PLAY EQUIPMENT FALL ZONES.
 2. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND STRUCTURAL DRAWINGS FOR PERMITTING AND OWNER REVIEW PRIOR TO ORDER AND INSTALLATION.

1 VINEYARD GROVE PARK SHADE SAIL ENLARGEMENT - PLAYGROUND

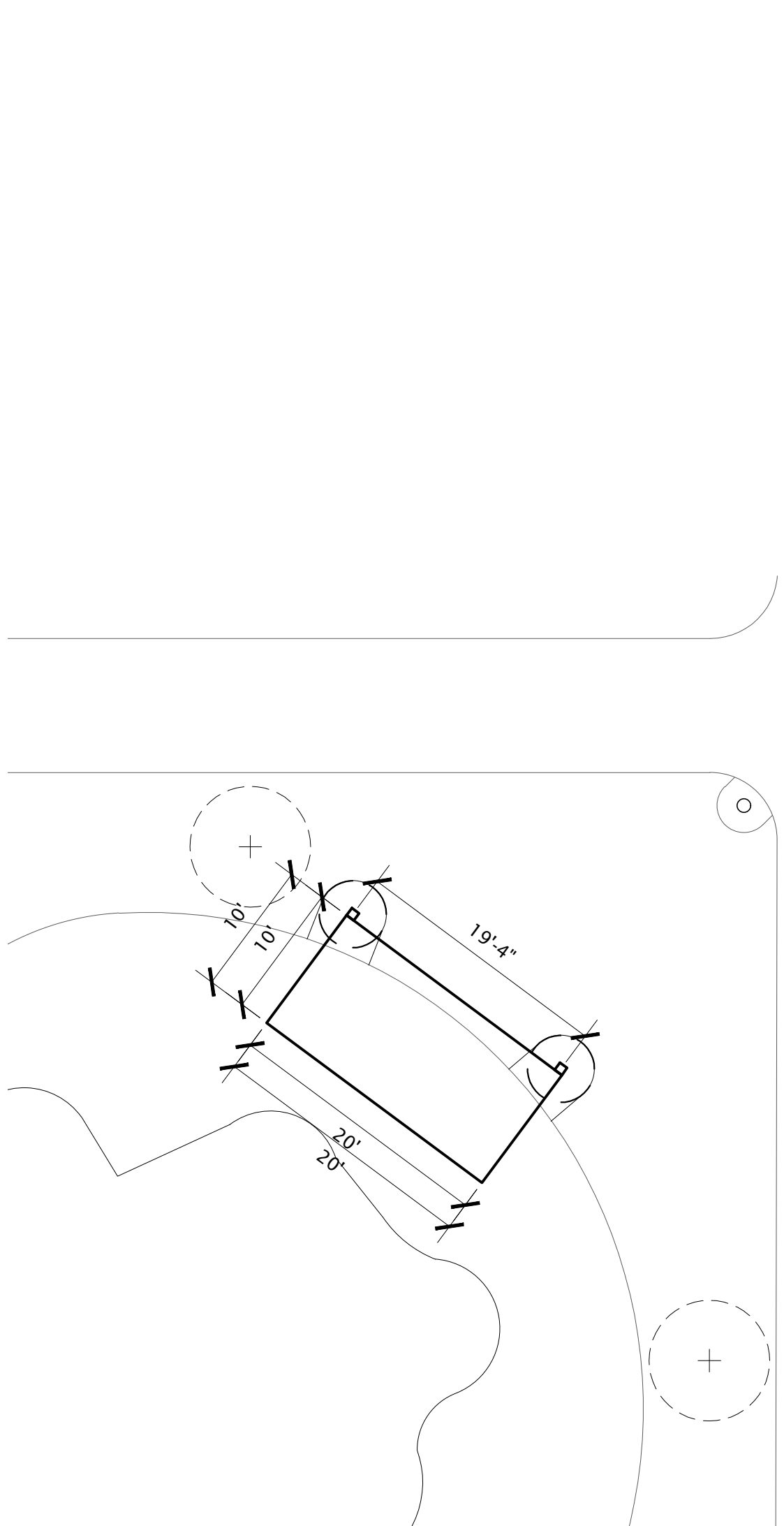
SCALE: 1"=10'-0"



- NOTES:
1. THIS DETAIL IS FOR FOOTINGS IN TURF CONDITIONS. FOR NON-TURF CONDITIONS SEE THE FOOTING COVERING DETAIL.
 2. CONCRETE CAP TO BE FLUSH WITH FINISH GRADE.
 3. CONCRETE CAP TO DRAIN AWAY FROM SHADE SAIL POST.
 4. SEE SITE PLAN FOR EXTENT OF CONCRETE CAP.

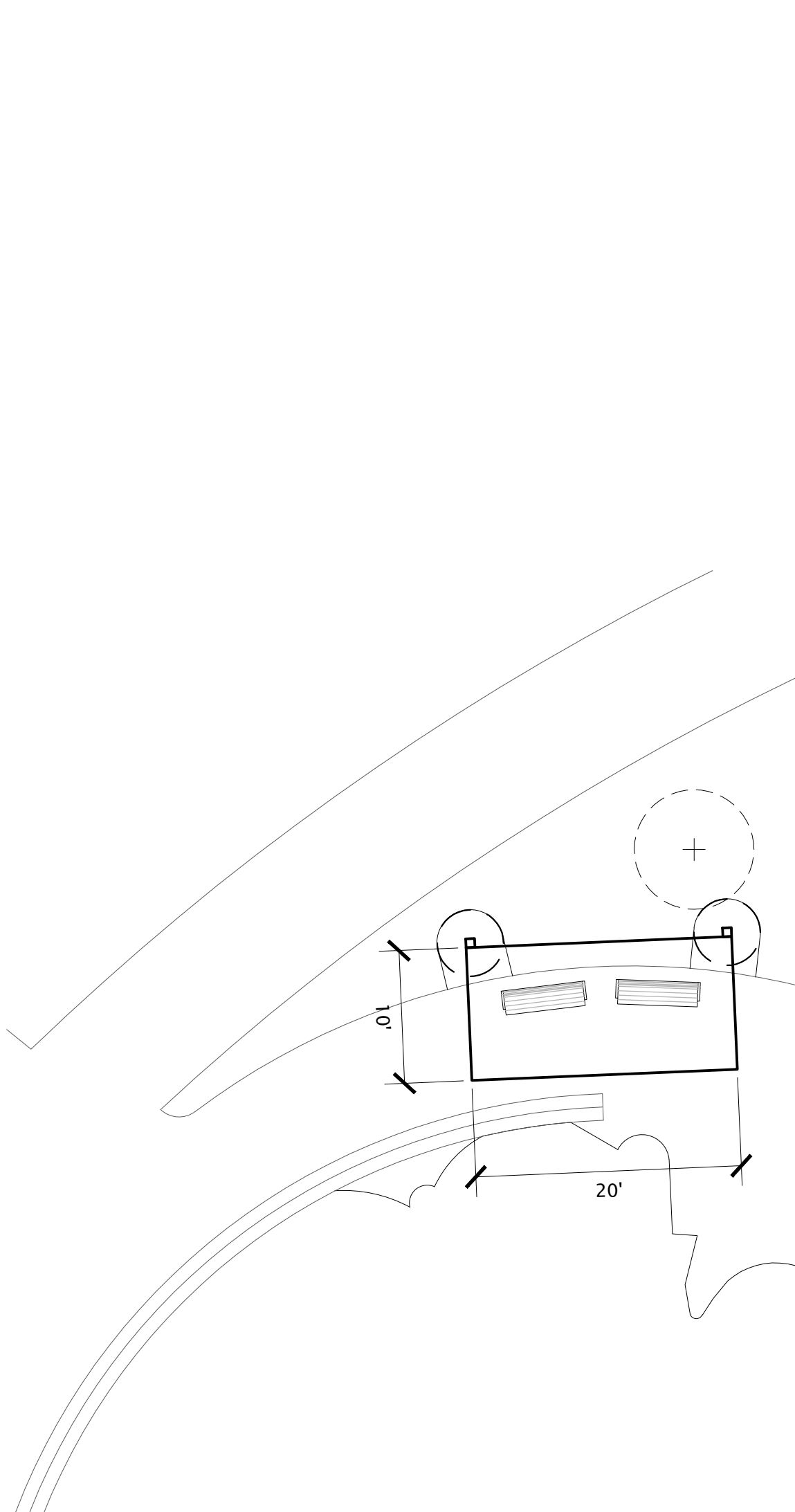
2 FOOTING CONCRETE CAP DETAIL

3/8" = 1'-0" P-23-160-06



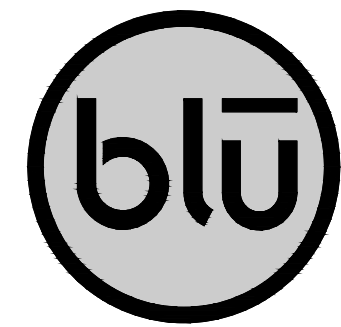
2 VINEYARD GROVE PARK RECTANGULAR SHADE ENLARGEMENT - EAST

SCALE: 1"=10'-0"



3 VINEYARD GROVE PARK RECTANGULAR SHADE ENLARGEMENT - WEST

SCALE: 1"=10'-0"



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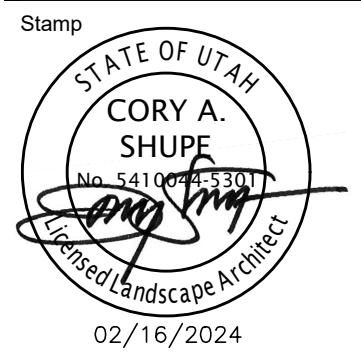
CONTACT:
BRIAN VAWDREY
P: 385.240.6596



VINEYARD GROVE PARK AND PENNY SPRINGS PARK SHADE STRUCTURES

VINEYARD, UT 84059

REVISIONS	
NO.	DESCRIPTION



02/16/2024

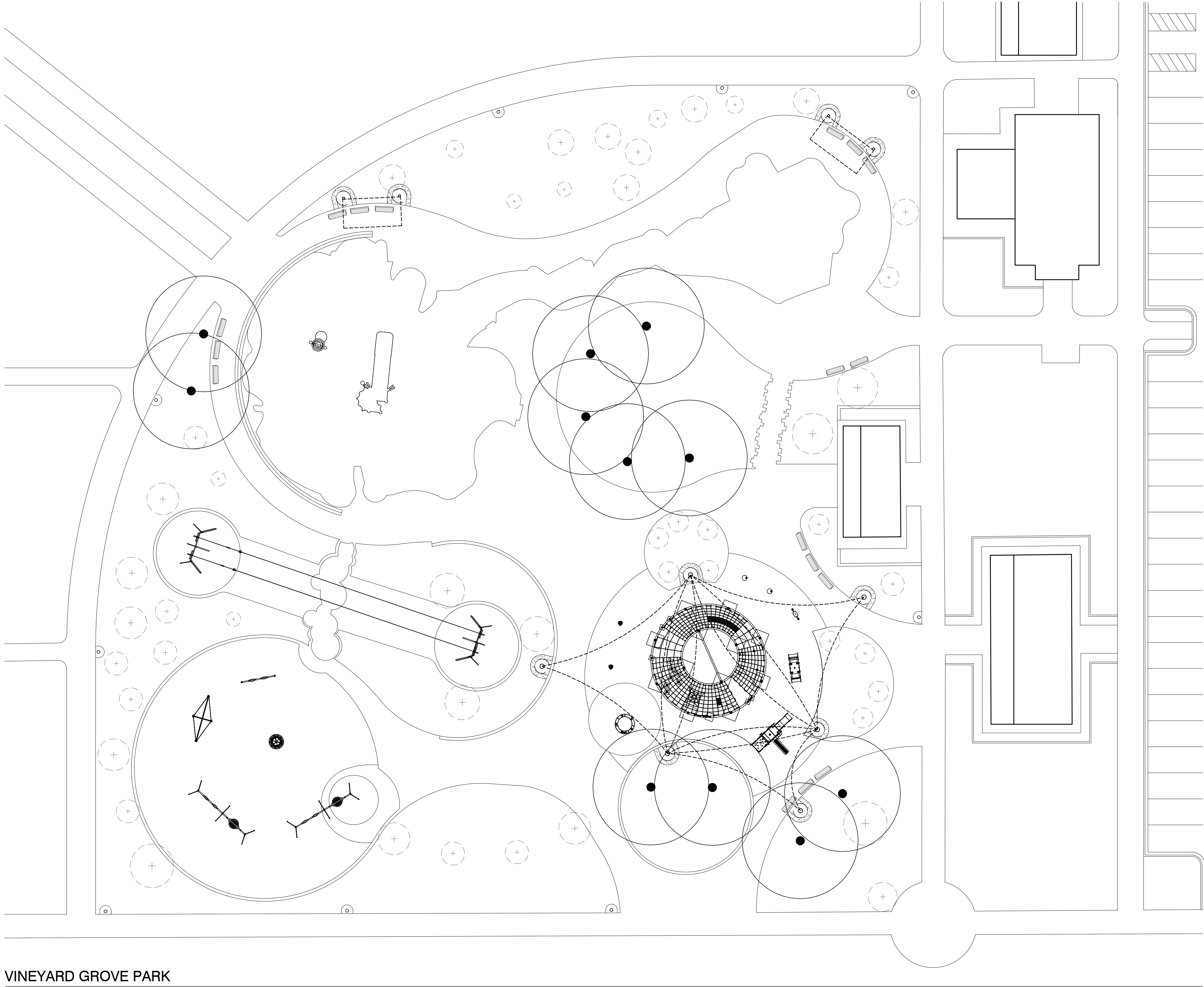
Designed By: RD
Drawn By: TH
Date: 02/16/24
Checked By: RD
Project No: 23-160

Drawing Title

SITE PLAN
DETAILS

Drawing number

LS501G



VINEYARD GROVE PARK

PLANT SCHEDULE GROVE PARK

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	QTY
TREES				

	PLATANUS ACERIFOLIA 'BLOODGOOD' / LONDON PLANE TREE	B&B	2" CAL	11
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SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
GROUND COVERS			

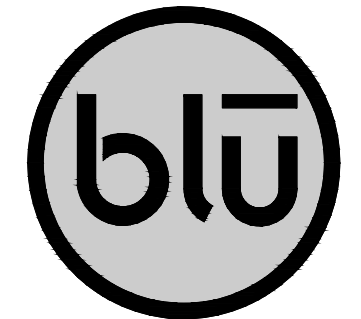
	POA PRATENSIS / KENTUCKY BLUEGRASS	SOD	241 SF
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* ALL SHOWN QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE TO CONDUCT INDEPENDENT TAKEOFFS TO ESTABLISH QUANTITIES. PLAN SYMBOL QUANTITIES OVERRIDE QUANTITIES SHOWN IN SCHEDULE.

LANDSCAPE NOTES:

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND VINEYARD STANDARDS, SPECIFICATIONS, AND DETAILS.
2. ALL PLANT MATERIAL SHALL BE GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THIS WORK AND SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 UNLESS OTHERWISE NOTED. PROVIDE TREES OF NORMAL GROWTH AND UNIFORM HEIGHTS, ACCORDING TO SPECIES, WITH STRAIGHT TRUNKS AND WELL DEVELOPED LEADERS, LATERALS, AND ROOTS.
3. THE CONTRACTOR SHALL CALL BLUE STAKES AT 1-800-662-4111 FOR UNDERGROUND UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION.
4. EXISTING UTILITIES, EASEMENTS, AND STRUCTURES SHOWN ON THE DRAWINGS ARE IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, SIZE, TYPE, AND STRUCTURES TO BE ENCOUNTERED ON THE PROJECT PRIOR TO ANY EXCAVATION AND CONSTRUCTION IN THE VICINITY OF THE EXISTING UTILITIES AND STRUCTURES.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED PERMITS, LICENSES, AND APPROVALS REQUIRED TO LEGALLY AND RESPONSIBLY COMPLETE THE WORK.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL, DISPOSAL, OR RELOCATION OF ALL OBSTRUCTIONS AND DEBRIS WITHIN THE DELINEATED CONSTRUCTION AREA PRIOR TO STARTING NEW CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY DEBRIS RESULTING FROM NEW CONSTRUCTION.
7. CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO EXISTING FEATURES AND FACILITIES SCHEDULED TO REMAIN AS PART OF THE FINISHED CONSTRUCTION. REPAIR, REPLACEMENT, AND/OR REMOVAL AS DETERMINED BY OWNER SHALL BE AT THE CONTRACTOR'S EXPENSE.
8. CONTRACTOR SHALL ROUGH GRADE TO WITHIN +/- A TENTH OF A FOOT FROM FINISH GRADE. ALL TURF GRASS AREAS SHALL BE GRADED 6" BELOW PROPOSED FINISH GRADE. SHRUB BEDS SHALL BE GRADED 16" BELOW PROPOSED FINISH GRADE.
9. ALL COMPACTED AREAS DEVELOPED THROUGH CONSTRUCTION WITHIN PROPOSED LANDSCAPE AREAS SHALL BE SCARIFIED AND LOOSENED TO A DEPTH OF 12" PRIOR TO LANDSCAPE AND IRRIGATION WORK BEGINNING.
10. NO PLANT SPECIES SUBSTITUTIONS WILL BE MADE WITHOUT APPROVAL OF OWNER.
11. ALL PLANT LAYOUT SHALL BE VERIFIED AND APPROVED IN FIELD BY OWNER PRIOR TO PLANTING. FAILURE TO RECEIVE APPROVAL MAY RESULT IN RE-WORK BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
12. ALL AREAS WITHIN AND AFFECTED BY THIS PROJECT SHALL HAVE POSITIVE DRAINAGE. POSITIVE DRAINAGE SHALL BE PROVIDED TO DIRECT STORMWATER AWAY FROM ALL STRUCTURES.
13. ALL CLARIFICATIONS OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE SITE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER PRIOR TO BEGINNING OF WORK.
14. CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIAL FROM THE DATE OF FINAL ACCEPTANCE.

Scale: 1" = 20'-0"



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CONTACT:
BRIAN VAWDREY
P: 385.240.6096



VINEYARD GROVE PARK AND PENNY
SPRINGS PARK SHADE STRUCTURES
VINEYARD, UT 84059

REVISIONS

NO.	DATE	DESCRIPTION

Stamp



02/16/2024

Designed By:	RD
Drawn By:	TH
Date:	02/16/24
Checked By:	RD
Project No:	23-160

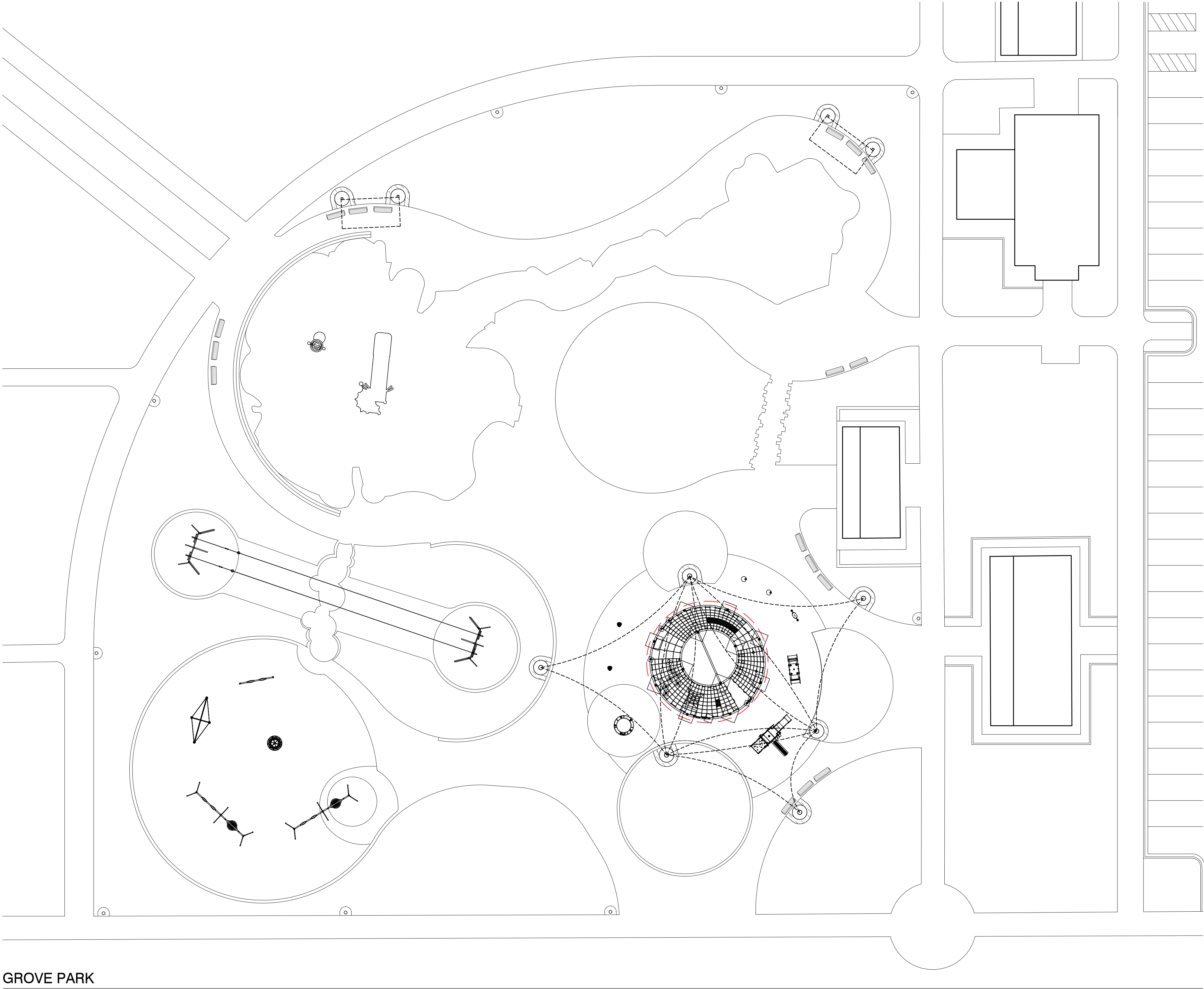
Drawing Title

LANDSCAPE
PLAN

Drawing number

LP101G

BID SET



GROVE PARK

REFERENCE NOTES SCHEDULE GROVE PARK

SYMBOL

IRRIGATION
DESCRIPTION

IRRIGATION TO BE ADJUSTED AS NEEDED

* ALL SHOWN QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE TO CONDUCT INDEPENDENT TAKEOFFS TO ESTABLISH QUANTITIES. PLAN SYMBOL QUANTITIES OVERRIDE QUANTITIES SHOWN IN SCHEDULE.

IRRIGATION NOTES

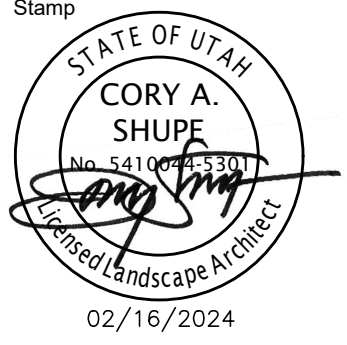
1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL STRUCTURES, SITE IMPROVEMENTS, WALKS, UTILITIES, AND GRADE CHANGES. COORDINATE LAYOUT OF THE IRRIGATION SYSTEM WITH OTHER TRADES SO THAT CONSTRUCTION CAN CONTINUE IN A NORMAL SEQUENCE OF EVENTS. ADJUSTMENTS MAY BE NECESSARY TO MAINTAIN FULL COVERAGE DEPENDING ON ACTUAL SITE CONDITIONS. ANY SIGNIFICANT CHANGES WILL REQUIRE WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO PLACEMENT. ALL MODIFICATIONS SHALL BE RECORDED ON "AS-BUILT" DRAWINGS.
2. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM WHEN IT IS APPARENT IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADING DIFFERENCES MAY NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
3. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT SITE CONDITIONS AND EXISTING IRRIGATION SYSTEM (IF ANY). IN THE EVENT THAT THE CONTRACTOR DAMAGES, DISPLACES OR OTHERWISE CAUSES OTHER TRADES WORK TO BE REINSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ORIGINAL CONDITION AT HIS OWN EXPENSE.
4. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM PERFORMANCE. INSTALL HEADS WITH THE APPROPRIATE ARC AND RADIUS FOR THE AREA TO BE COVERED. ADJUST NOZZLES TO ELIMINATE OVERSPRAY ONTO WALKS, BUILDINGS, ETC.
5. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE. HEADS SHALL BE LOCATED 1" AWAY FROM AND 1/4" BELOW ADJACENT CURBS, WALLS, WALKS, AND MOWSTRIPS.
6. DRIP DISTRIBUTION TUBING TO BE BURIED BELOW MULCH AND STAKED AT MIN. 6" O.C. DRIP FITTINGS SHALL BE BARBED INSERT TYPE FITTINGS. COMPRESSION TYPE FITTINGS WILL NOT BE ACCEPTED. EMITTERS SHALL BE LOCATED ON UPHILL SIDE OF PLANTS. INSTALL DRIP FLUSH VALVE AT LOW POINT OF EACH DRIP ZONE AND AT THE END DRIP LINES.
7. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT, AND WORKMANSHIP. GUARANTEE SHALL COVER REPAIR OF DAMAGE TO ANY PART OF THE PREMISES RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT, OR WORKMANSHIP TO THE SATISFACTION OF THE OWNER. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY AND AT NO ADDITIONAL COST TO THE OWNER.
8. REPLACEMENT EQUIPMENT TO MATCH EXISTING EQUIPMENT AS APPROVED BY OWNER.

Scale: 1" = 20'-0"



REVISIONS	
NO.	DESCRIPTION

Stamp



Designed By:	RD
Drawn By:	TH
Date:	02/16/24
Checked By:	RD
Project No:	23-160

Drawing Title

IRRIGATION
PLAN

Drawing number

LI101G

BID SET



PENNY SPRINGS PARK

REFERENCE NOTES SCHEDULE PENNY SPRINGS

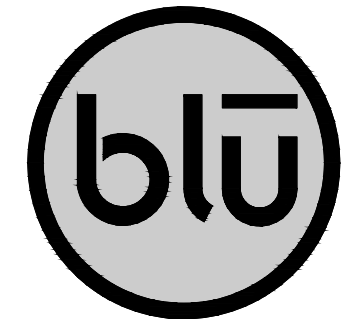
SYMBOL	DEMO DESCRIPTION	QTY
(D-01)	EXISTING CURB TO BE SAWCUT AND REMOVED	
(D-02)	EXISTING CURB TO BE PRESERVED AND PROTECTED	
(D-03)	EXISTING TREE TO BE PRESERVED AND PROTECTED	
(D-04)	EXISTING TREE TO BE REMOVED	
(D-05)	EXISTING SIDEWALK TO BE PRESERVED AND PROTECTED	
(D-06)	EXISTING PLAY EQUIPMENT TO BE PRESERVED AND PROTECTED	
(D-07)	EXISTING BENCH TO BE PRESERVED AND PROTECTED	
(D-09)	EXISTING BICYCLE RACK TO BE PRESERVED AND PROTECTED	
(D-10)	EXISTING LIGHT POLE AND FOOTING TO BE PRESERVED AND PROTECTED	
(D-11)	EXISTING PAVILION TO BE PRESERVED AND PROTECTED	

SYMBOL	DEMO DESCRIPTION	QTY
	FOOTING AREA TO BE CLEARED AND GRUBBED. PLAY SURFACING IN THE FOOTING AREA TO BE CLEARED/EXCAVATED AND REMOVED.	235 SF
	CONCRETE TO BE SAWCUT AND REMOVED	53 SF
	EXISTING PLAY SURFACING TO BE PRESERVED AND PROTECTED	3,620 SF

DEMOLITION NOTES:

- ALL EXISTING TREES, HARDSCAPE, LANDSCAPE, AND OTHER FEATURES SHOWN TO BE DEMOLISHED AND REMOVED SHALL BE VERIFIED IN FIELD WITH OWNER PRIOR TO DEMOLITION.
- CONTRACTOR SHALL RETAIN AND PROTECT ALL EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. CONTRACTOR IS RESPONSIBLE TO REPAIR ALL SIDEWALK, PAVEMENT, UTILITIES, LANDSCAPING, IRRIGATION, AND EXISTING IMPROVEMENTS DAMAGED AS PART OF CONSTRUCTION.
- CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
- ANY TURF OR SIDEWALKS DAMAGED BY THE CONTRACTOR IN THE COURSE OF THE DEMOLITION AND CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR.
- WHEN EXCAVATIONS ARE PERFORMED IN PLAYGROUND SURFACING, THE CONTRACTOR SHALL REPAIR AND REFILL THE SURFACING AS NEEDED.
- IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT BLUE STAKES OF UTAH PRIOR TO STARTING ANY ACTIVITIES.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE, INSTALL AND MAINTAIN APPROPRIATE TRAFFIC CONTROL DEVICES AS WELL AS ANY ADDITIONAL TRAFFIC CONTROL DEVICES THAT MAY BE REQUIRED TO INSURE SAFE AND EFFICIENT MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE WORK AREA AND TO PROVIDE MAXIMUM PROTECTIONS AND SAFETY TO ROAD WORKERS.
- IF DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH INDICATE AN UNIDENTIFIED SITUATION IS PRESENT, THE CONTRACTOR SHALL CONTACT THE OWNER AND ENGINEER IMMEDIATELY.

Scale: 1" = 10'-0"



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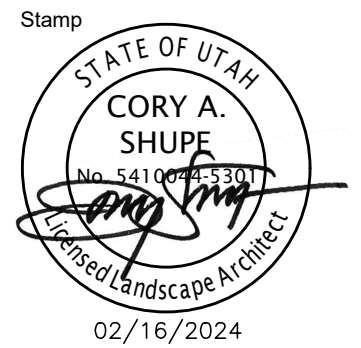
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CONTACT:
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P: 385.240.6096



VINEYARD GROVE PARK AND PENNY
SPRINGS PARK SHADE STRUCTURES
VINEYARD, UT 84059

REVISIONS	
NO.	DESCRIPTION



Designed By: RD
Drawn By: TH
Date: 02/16/24
Checked By: RD
Project No: 23-160

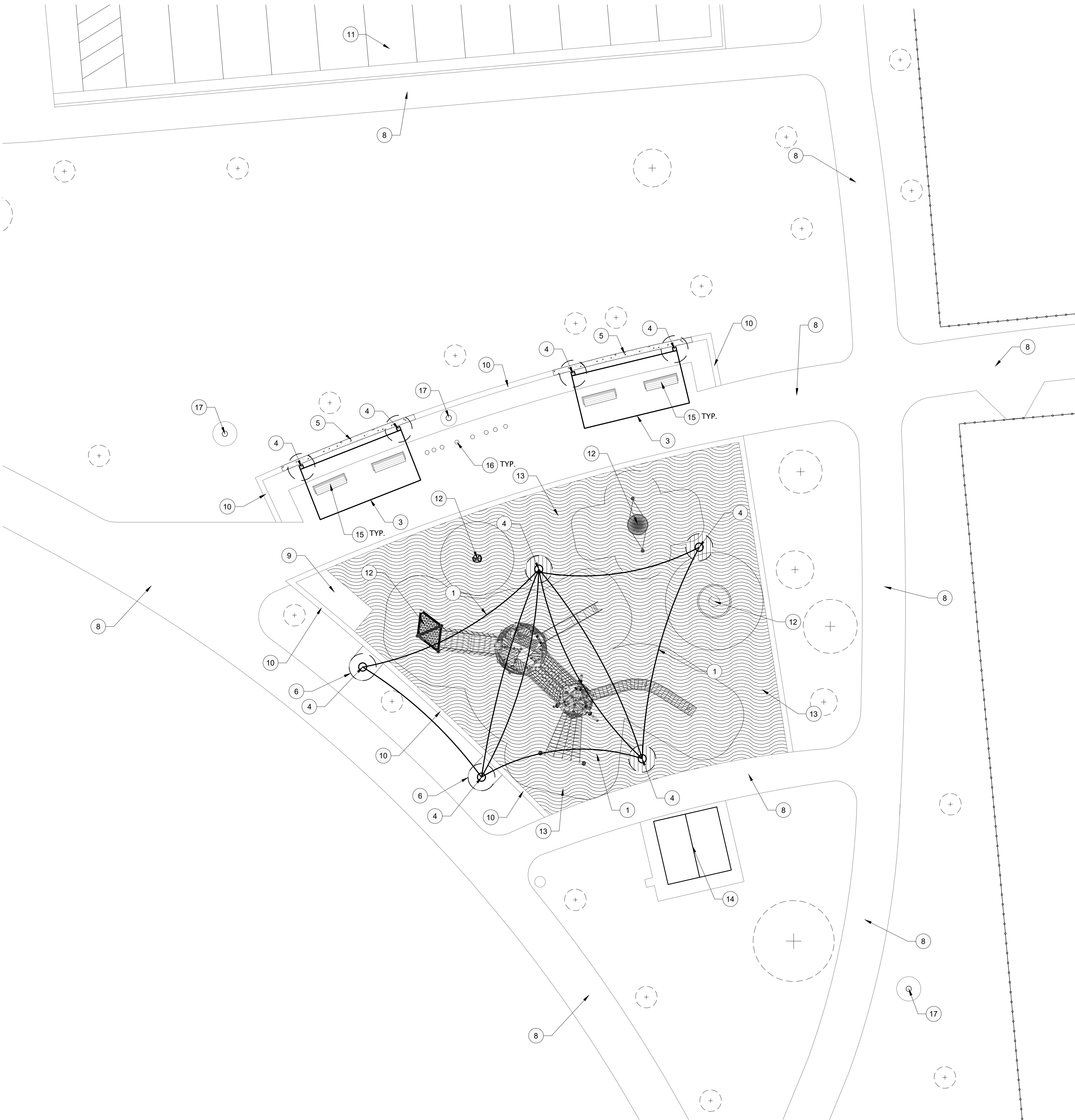
Drawing Title

DEMOLITION
PLAN

Drawing number

LD101P

BID SET



PENNY SPRINGS PARK

REFERENCE NOTES SCHEDULE PENNY SPRINGS PARK

SYMBOL	DESCRIPTION	QTY
1	TRIANGULAR SHADE SAIL	
3	CANTILEVERED RECTANGULAR FABRIC SHADE	
4	SHADE SAIL FOOTING AND POST	
5	CAST-IN-PLACE CONCRETE CURB TO MATCH EXISTING	
6	6" CONCRETE CAP	
8	EX CONCRETE WALK TO BE PRESERVED AND PROTECTED	
9	EX ADA RAMP TO BE PRESERVED AND PROTECTED	
10	EX CURB TO BE PRESERVED AND PROTECTED	
11	EX PARKING LOT TO BE PRESERVED AND PROTECTED	
12	EX PLAY EQUIPMENT TO BE PRESERVED AND PROTECTED	
13	EX PLAY SURFACING TO BE PRESERVED AND PROTECTED	
14	EX PAVILION TO BE PRESERVED AND PROTECTED	
15	EX BENCH TO BE PRESERVED AND PROTECTED	
16	EX BIKE RACK TO BE PRESERVED AND PROTECTED	
17	EX LIGHT POLE TO BE PRESERVED AND PROTECTED	

SYMBOL	DESCRIPTION	QTY
[Pattern]	CONCRETE CURB TO BE REBUILT TO MATCH EXISTING	53 SF
[Pattern]	PLAY SURFACING TO BE REPLENISHED	59 SF
[Pattern]	EXISTING SURFACING TO BE PRESERVED AND PROTECTED	3,620 SF

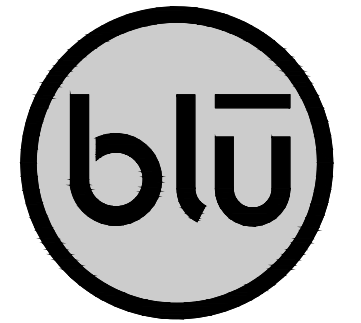
SHADE SAIL NOTES:

- CONTRACTOR SHALL MINIMIZE IMPACTS TO EXISTING IMPROVEMENTS DURING INSTALLATION OF SHADE SAILS & REPAIR IMPACTS AS NOTED ON THIS PLAN & THE DEMOLITION PLAN.
- SHADE SAIL CONTRACTOR/SUPPLIER SHALL CERTIFY THAT PROPOSED SHADE SAILS ARE SUFFICIENTLY ABOVE EXISTING PLAYGROUND EQUIPMENT PER ASTM 9.8.4.1 AND ASTM 9.8.4.2.
- PROPOSED SHADE SAIL POLE LOCATIONS ARE RECOMMENDATIONS ONLY. SHADE SAIL CONTRACTOR/SUPPLIER MAY PROPOSE ALTERNATE POLE LOCATIONS IF BENEFICIAL TO THE PROJECT AS APPROVED BY THE OWNER. CONTRACTOR SHALL ENSURE THAT ALL SHADE SAIL POLES AND EXPOSED FOOTINGS ARE ADEQUATELY CLEAR OF EXISTING PLAY EQUIPMENT FALL ZONES.

Scale: 1" = 10'-0"



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VINEYARD, UT 84054

CONTACT:
BRIAN VAWDREY
P: 385.240.6596



VINEYARD GROVE PARK AND PENNY
SPRINGS PARK SHADE STRUCTURES
VINEYARD, UT 84059

REVISIONS

NO.	DATE	DESCRIPTION

Stamp



02/16/2024

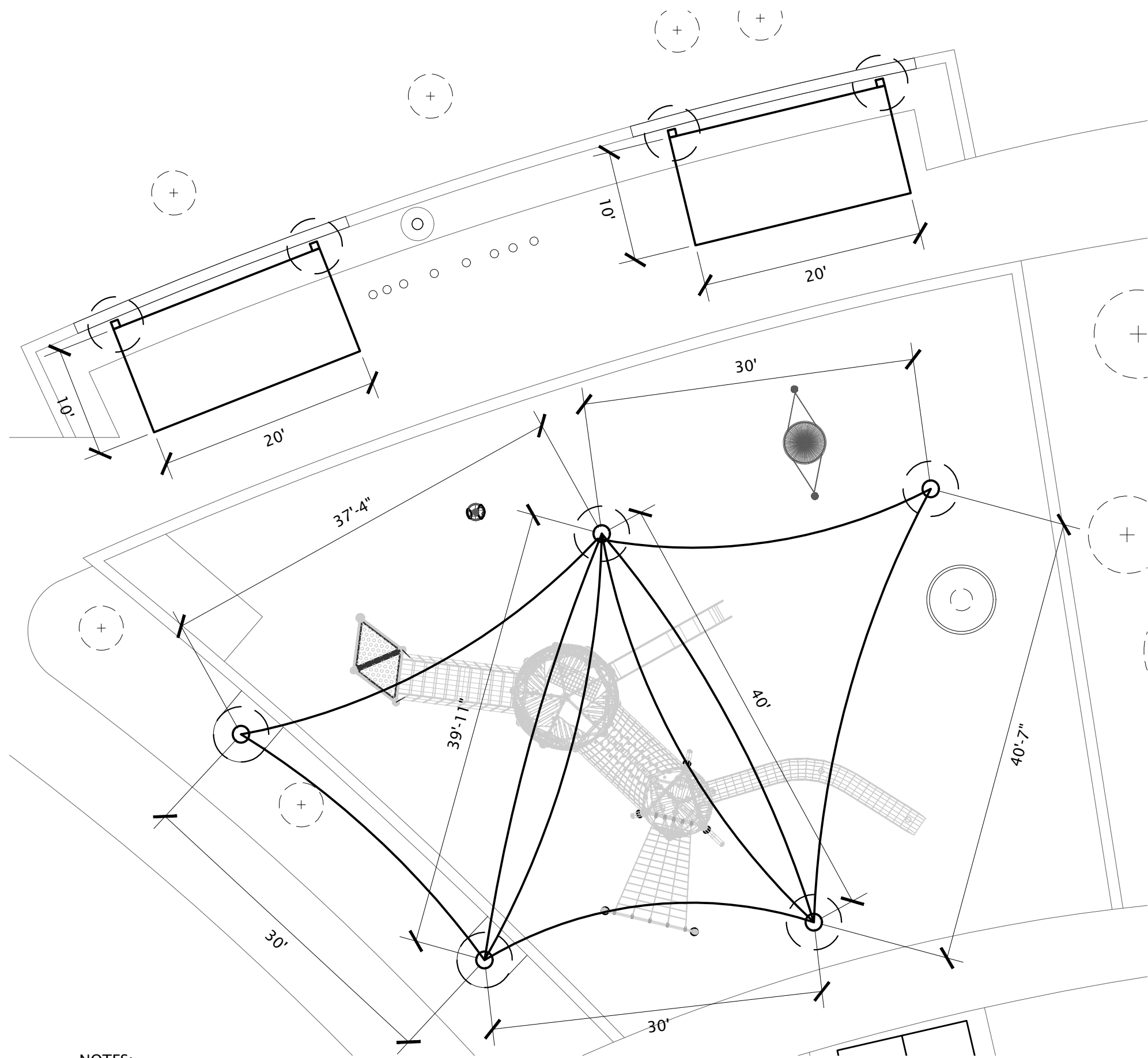
Designed By: RD
Drawn By: TH
Date: 02/16/24
Checked By: RD
Project No: 23-160

Drawing Title

SITE PLAN

Drawing number

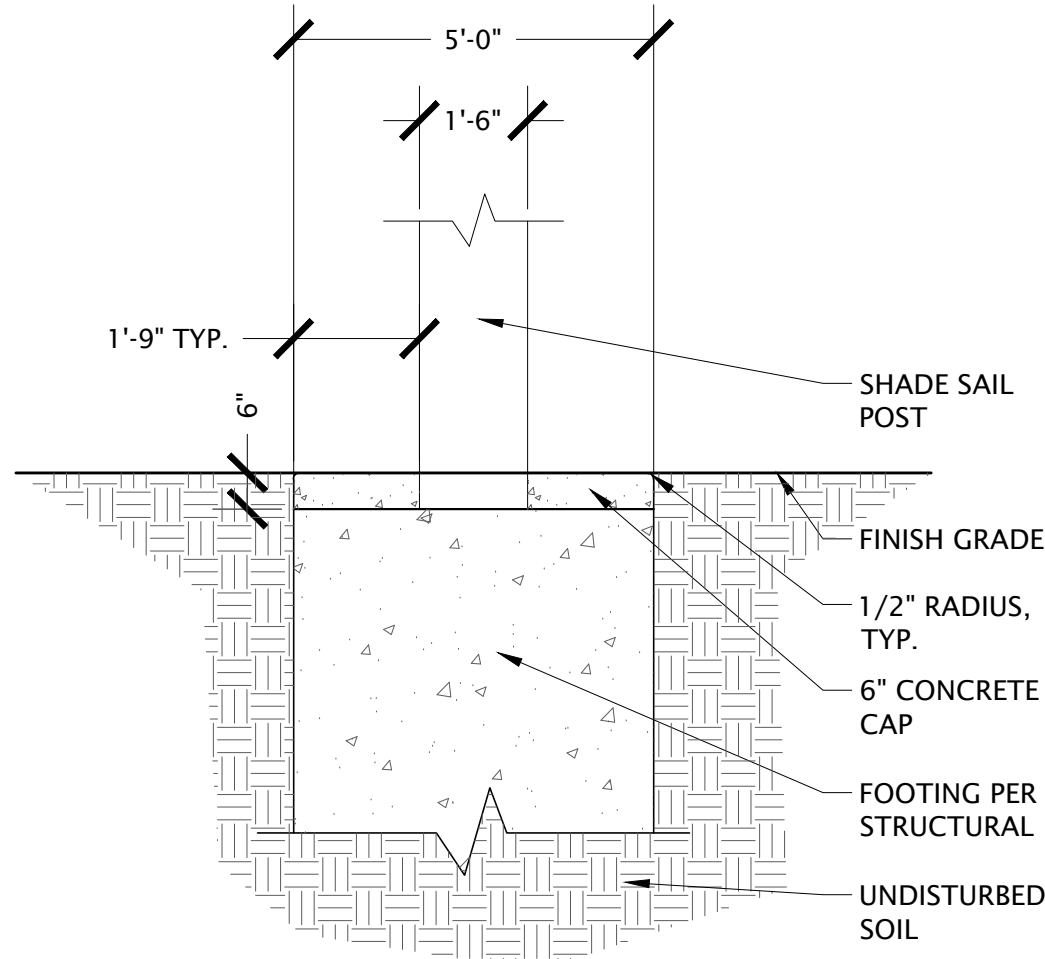
LS101P



- NOTES:
1. PROPOSED SHADE SAIL POLE LOCATIONS ARE RECOMMENDATIONS ONLY. SHADE SAIL CONTRACTOR/SUPPLIER MAY PROPOSE ALTERNATE POLE LOCATIONS IF BENEFICIAL TO THE PROJECT AS APPROVED BY THE OWNER. CONTRACTOR SHALL ENSURE THAT ALL SHADE SAIL POLES AND EXPOSED FOOTINGS ARE ADEQUATELY CLEAR OF EXISTING PLAY EQUIPMENT FALL ZONES.
 2. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND STRUCTURAL DRAWINGS FOR PERMITTING AND OWNER REVIEW PRIOR TO ORDER AND INSTALLATION.

1 PENNY SPRINGS PARK SHADE SAIL ENLARGEMENT

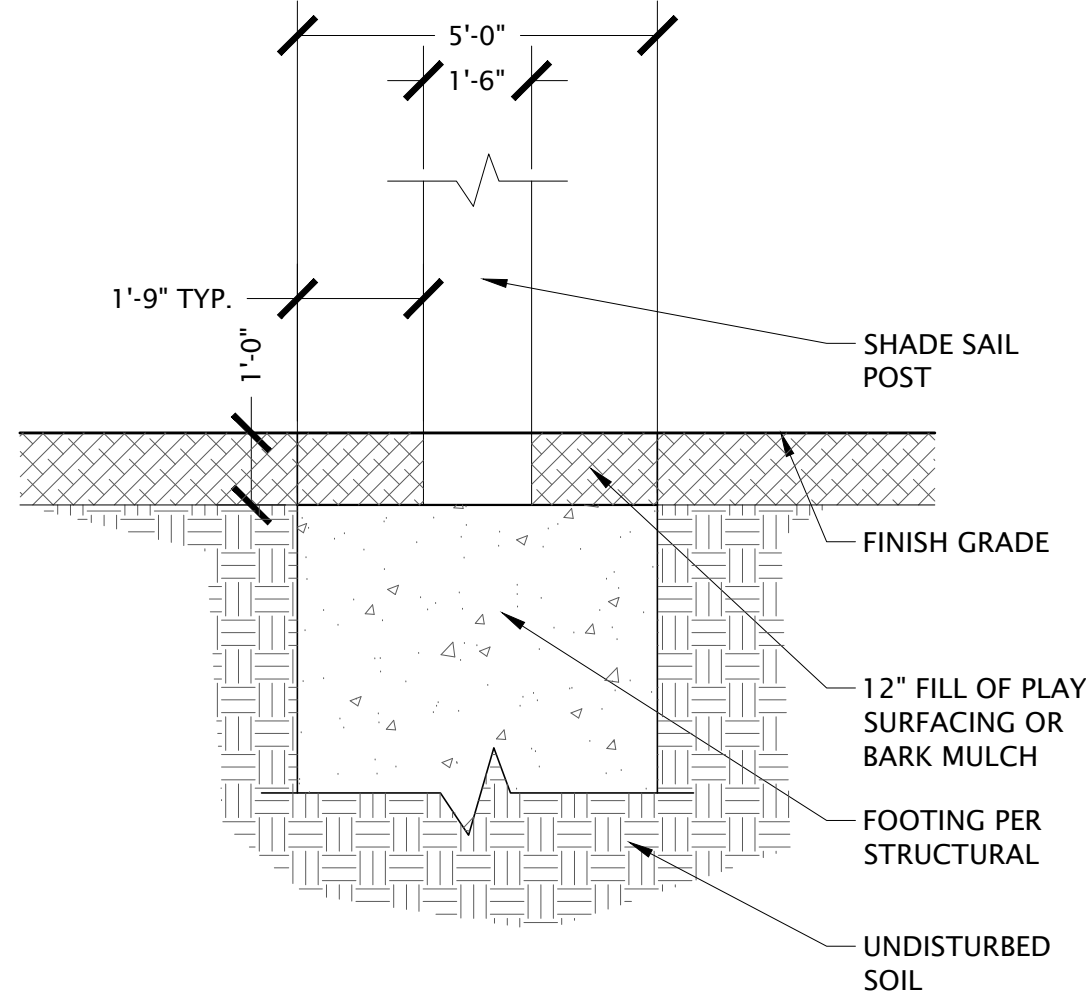
SCALE: 1"=10'-0"



- NOTES:
1. THIS DETAIL IS FOR FOOTINGS IN TURF CONDITIONS. FOR NON-TURF CONDITIONS SEE THE FOOTING COVERING DETAIL.
 2. CONCRETE CAP TO BE FLUSH WITH FINISH GRADE.
 3. CONCRETE CAP TO DRAIN AWAY FROM SHADE SAIL POST.
 4. SEE SITE PLAN FOR EXTENT OF CONCRETE CAP.

2 FOOTING CONCRETE CAP DETAIL

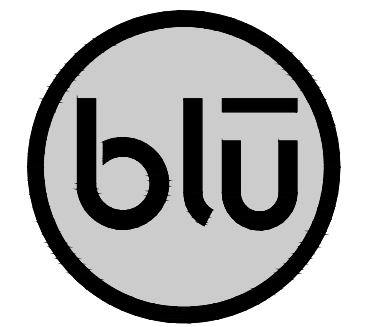
3/8" = 1'-0"



- NOTES:
1. THIS IS FOR FOOTINGS NOT LOCATED IN TURF CONDITIONS. SEE FOOTING CONCRETE CAP DETAIL FOR TURF CONDITIONS.
 2. SEE PLANS FOR PLAY SURFACING OR BARK MULCH CONDITIONS.

3 FOOTING COVERING DETAIL

3/8" = 1'-0"



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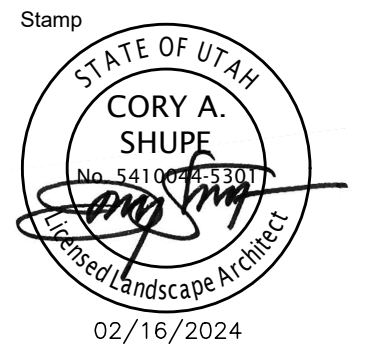
CONTACT:
BRIAN VAWDREY
P: 385.240.6596



VINEYARD GROVE PARK AND PENNY SPRINGS PARK SHADE STRUCTURES

VINEYARD, UT 84059

REVISIONS	
NO.	DESCRIPTION



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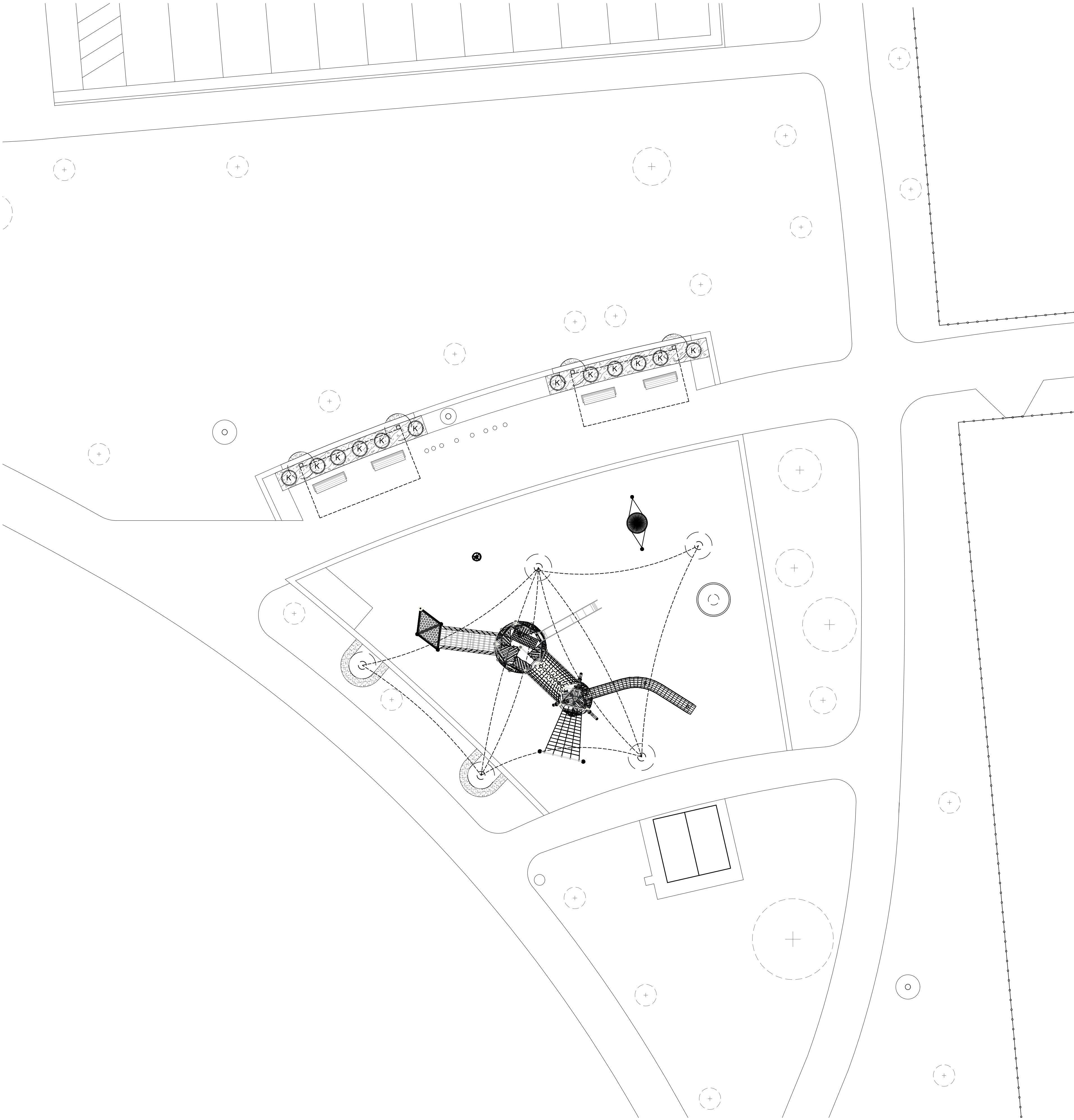
Designed By: RD
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Checked By: RD
Project No: 23-160

Drawing Title

SITE PLAN
DETAILS

Drawing number

LS501P



PLANT SCHEDULE PENNY SPRINGS

SYMBOL	BOTANICAL / COMMON NAME	CONT	QTY
ORNAMENTAL GRASSES			
(K)	CALAMAGROSTIS X ACUTIFLORA "KARL FOERSTER" / FEATHER REED GRASS	1 GAL	12
GROUND COVERS			
(Hatched Box)	EXISTING BARK MULCH TO BE REPLENISHED	N/A	214 SF
(Stippled Box)	POA PRATENSIS / KENTUCKY BLUEGRASS	SOD	56 SF

* ALL SHOWN QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE TO CONDUCT INDEPENDENT TAKEOFFS TO ESTABLISH QUANTITIES. PLAN SYMBOL QUANTITIES OVERRIDE QUANTITIES SHOWN IN SCHEDULE. REPLACE KARL FOERSTER GRASSES AS NEEDED AND PLANT AT MATCHING INTERVALS AS EXISTING. REPLENISH BARK MULCH AS NEEDED TO MATCH EXISTING.

LANDSCAPE NOTES:

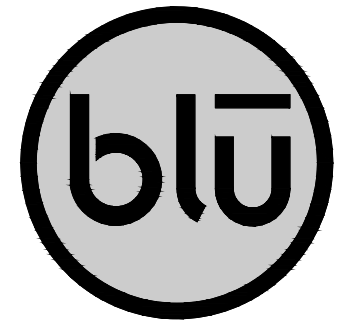
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST AMERICAN PUBLIC WORKS ASSOCIATION (APWA) AND VINEYARD STANDARDS, SPECIFICATIONS, AND DETAILS.
- ALL PLANT MATERIAL SHALL BE GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THIS WORK AND SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1 UNLESS OTHERWISE NOTED. PROVIDE TREES OF NORMAL GROWTH AND UNIFORM HEIGHTS, ACCORDING TO SPECIES, WITH STRAIGHT TRUNKS AND WELL DEVELOPED LEADERS, LATERALS, AND ROOTS.
- THE CONTRACTOR SHALL CALL BLUE STAKES AT 1-800-662-4111 FOR UNDERGROUND UTILITY LOCATIONS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION.
- EXISTING UTILITIES, EASEMENTS, AND STRUCTURES SHOWN ON THE DRAWINGS ARE IN ACCORDANCE WITH AVAILABLE RECORDS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, SIZE, TYPE, AND STRUCTURES TO BE ENCOUNTERED ON THE PROJECT PRIOR TO ANY EXCAVATION AND CONSTRUCTION IN THE VICINITY OF THE EXISTING UTILITIES AND STRUCTURES.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED PERMITS, LICENSES, AND APPROVALS REQUIRED TO LEGALLY AND RESPONSIBLY COMPLETE THE WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL, DISPOSAL, OR RELOCATION OF ALL OBSTRUCTIONS AND DEBRIS WITHIN THE DELINEATED CONSTRUCTION AREA PRIOR TO STARTING NEW CONSTRUCTION. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY DEBRIS RESULTING FROM NEW CONSTRUCTION.
- CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID DAMAGE TO EXISTING FEATURES AND FACILITIES SCHEDULED TO REMAIN AS PART OF THE FINISHED CONSTRUCTION. REPAIR, REPLACEMENT, AND/OR REMOVAL AS DETERMINED BY OWNER SHALL BE AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL ROUGH GRADE TO WITHIN +/- A TENTH OF A FOOT FROM FINISH GRADE. ALL TURF GRASS AREAS SHALL BE GRADED 6" BELOW PROPOSED FINISH GRADE. SHRUB BEDS SHALL BE GRADED 16" BELOW PROPOSED FINISH GRADE.
- ALL COMPACTED AREAS DEVELOPED THROUGH CONSTRUCTION WITHIN PROPOSED LANDSCAPE AREAS SHALL BE SCARIFIED AND LOOSENEED TO A DEPTH OF 12" PRIOR TO LANDSCAPE AND IRRIGATION WORK BEGINNING.
- NO PLANT SPECIES SUBSTITUTIONS WILL BE MADE WITHOUT APPROVAL OF OWNER.
- ALL PLANT LAYOUT SHALL BE VERIFIED AND APPROVED IN FIELD BY OWNER PRIOR TO PLANTING. FAILURE TO RECEIVE APPROVAL MAY RESULT IN RE-WORK BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL AREAS WITHIN AND AFFECTED BY THIS PROJECT SHALL HAVE POSITIVE DRAINAGE. POSITIVE DRAINAGE SHALL BE PROVIDED TO DIRECT STORMWATER AWAY FROM ALL STRUCTURES.
- ALL CLARIFICATIONS OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE SITE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER PRIOR TO BEGINNING OF WORK.
- CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIAL FROM THE DATE OF FINAL ACCEPTANCE.

PENNY SPRINGS PARK

Scale: 1" = 10'-0"



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P: 385.240.6596



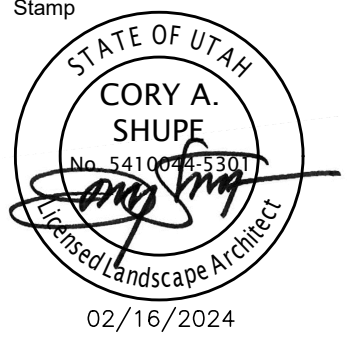
VINEYARD
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VINEYARD GROVE PARK AND PENNY
SPRINGS PARK SHADE STRUCTURES

VINEYARD, UT 84059

REVISIONS	
NO.	DESCRIPTION

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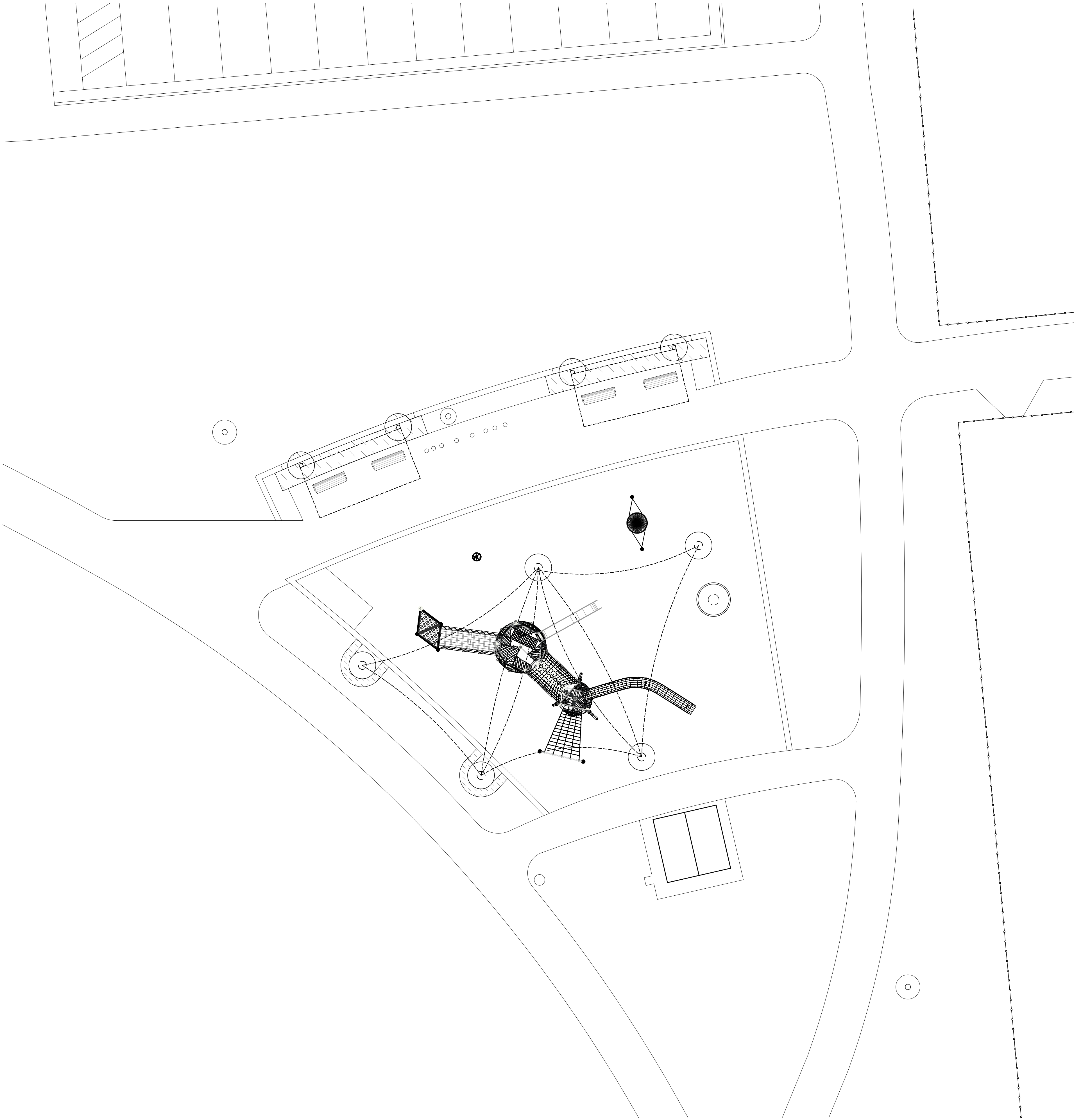
Designed By: RD
Drawn By: TH
Date: 02/16/24
Checked By: RD
Project No: 23-160

Drawing Title

LANDSCAPE
PLAN

Drawing number

LP101P



PENNY SPRINGS PARK

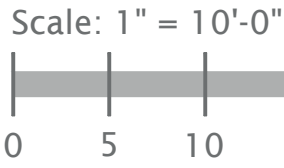
REFERENCE NOTES SCHEDULE PENNY SPRINGS

SYMBOL	IRRIGATION DESCRIPTION
	IRRIGATION TO BE ADJUSTED AS NEEDED

* ALL SHOWN QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR IS RESPONSIBLE TO CONDUCT INDEPENDENT TAKEOFFS TO ESTABLISH QUANTITIES. PLAN SYMBOL QUANTITIES OVERRIDE QUANTITIES SHOWN IN SCHEDULE.

IRRIGATION NOTES

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL STRUCTURES, SITE IMPROVEMENTS, WALKS, UTILITIES, AND GRADE CHANGES. COORDINATE LAYOUT OF THE IRRIGATION SYSTEM WITH OTHER TRADES SO THAT CONSTRUCTION CAN CONTINUE IN A NORMAL SEQUENCE OF EVENTS. ADJUSTMENTS MAY BE NECESSARY TO MAINTAIN FULL COVERAGE DEPENDING ON ACTUAL SITE CONDITIONS. ANY SIGNIFICANT CHANGES WILL REQUIRE WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO PLACEMENT. ALL MODIFICATIONS SHALL BE RECORDED ON 'AS-BUILT' DRAWINGS.
2. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM WHEN IT IS APPARENT IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADING DIFFERENCES MAY NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
3. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT SITE CONDITIONS AND EXISTING IRRIGATION SYSTEM (IF ANY). IN THE EVENT THAT THE CONTRACTOR DAMAGES, DISPLACES OR OTHERWISE CAUSES OTHER TRADES WORK TO BE REINSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ORIGINAL CONDITION AT HIS OWN EXPENSE.
4. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES FOR OPTIMUM PERFORMANCE. INSTALL HEADS WITH THE APPROPRIATE ARC AND RADIUS FOR THE AREA TO BE COVERED. ADJUST NOZZLES TO ELIMINATE OVERSPRAY ONTO WALKS, BUILDINGS, ETC.
5. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE. HEADS SHALL BE LOCATED 1" AWAY FROM AND 1/4" BELOW ADJACENT CURBS, WALLS, WALKS, AND MOWSTRIPS.
6. DRIP DISTRIBUTION TUBING TO BE BURIED BELOW MULCH AND STAKED AT MIN. 6" O.C. DRIP FITTINGS SHALL BE BARBED INSERT TYPE FITTINGS, COMPRESSION TYPE FITTINGS WILL NOT BE ACCEPTED. EMITTERS SHALL BE LOCATED ON UPHILL SIDE OF PLANTS. INSTALL DRIP FLUSH VALVE AT LOW POINT OF EACH DRIP ZONE AND AT THE END DRIP LINES.
7. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE. AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT, AND WORKMANSHIP. GUARANTEE SHALL COVER REPAIR OF DAMAGE TO ANY PART OF THE PREMISES RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT, OR WORKMANSHIP TO THE SATISFACTION OF THE OWNER. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY AND AT NO ADDITIONAL COST TO THE OWNER.
8. REPLACEMENT EQUIPMENT TO MATCH EXISTING EQUIPMENT AS APPROVED BY OWNER.



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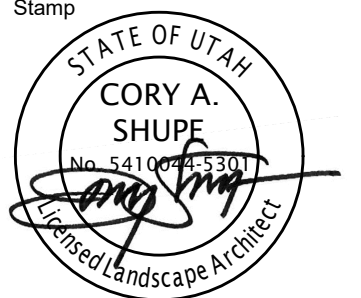


VINEYARD GROVE PARK AND PENNY
SPRINGS PARK SHADE STRUCTURES
VINEYARD, UT 84059

REVISIONS

NO.	DATE	DESCRIPTION

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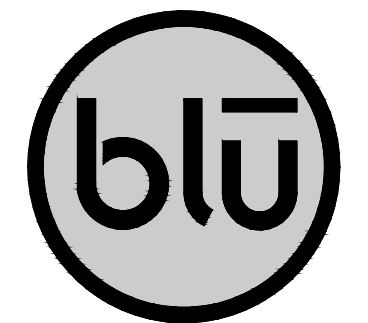
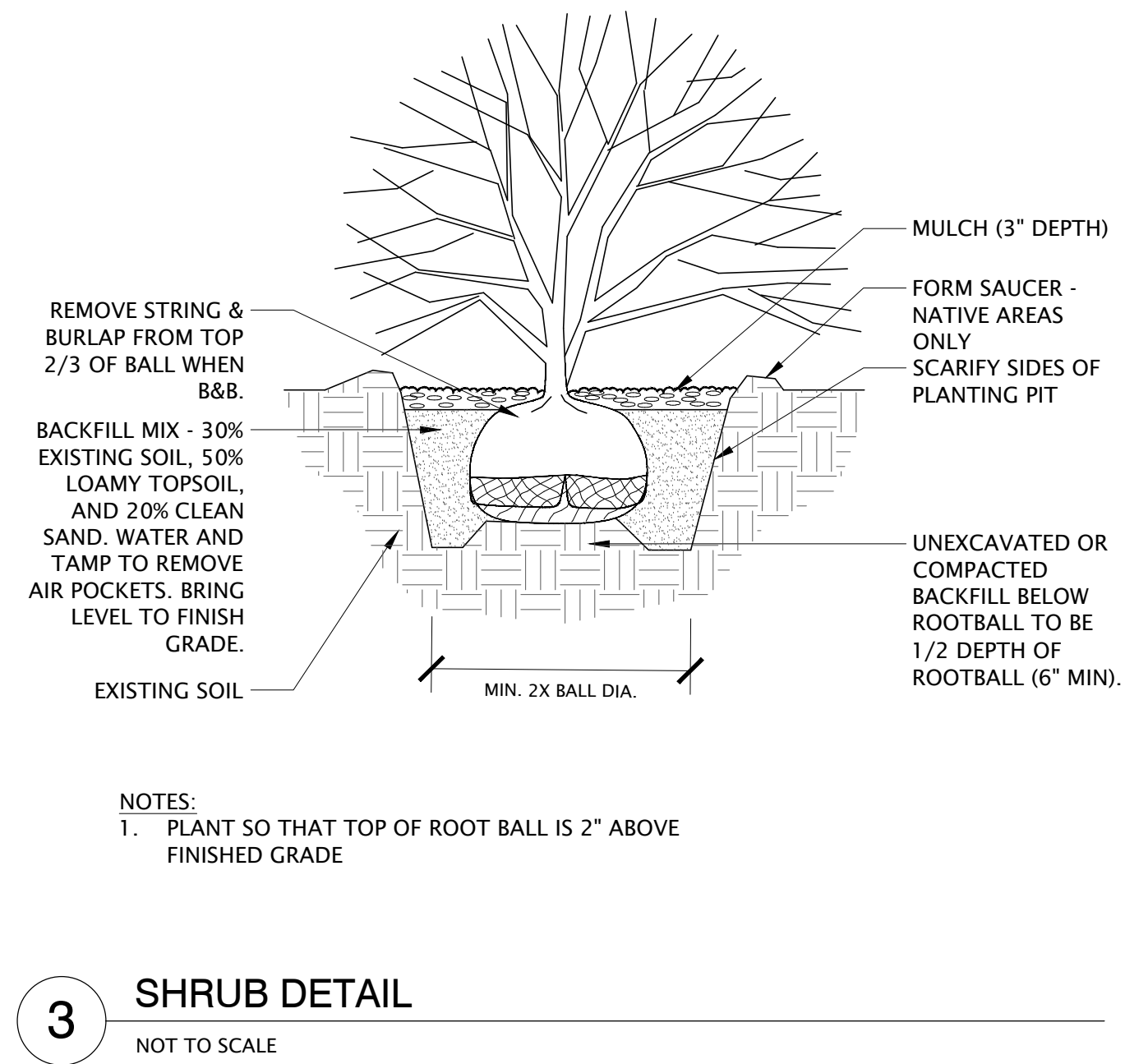
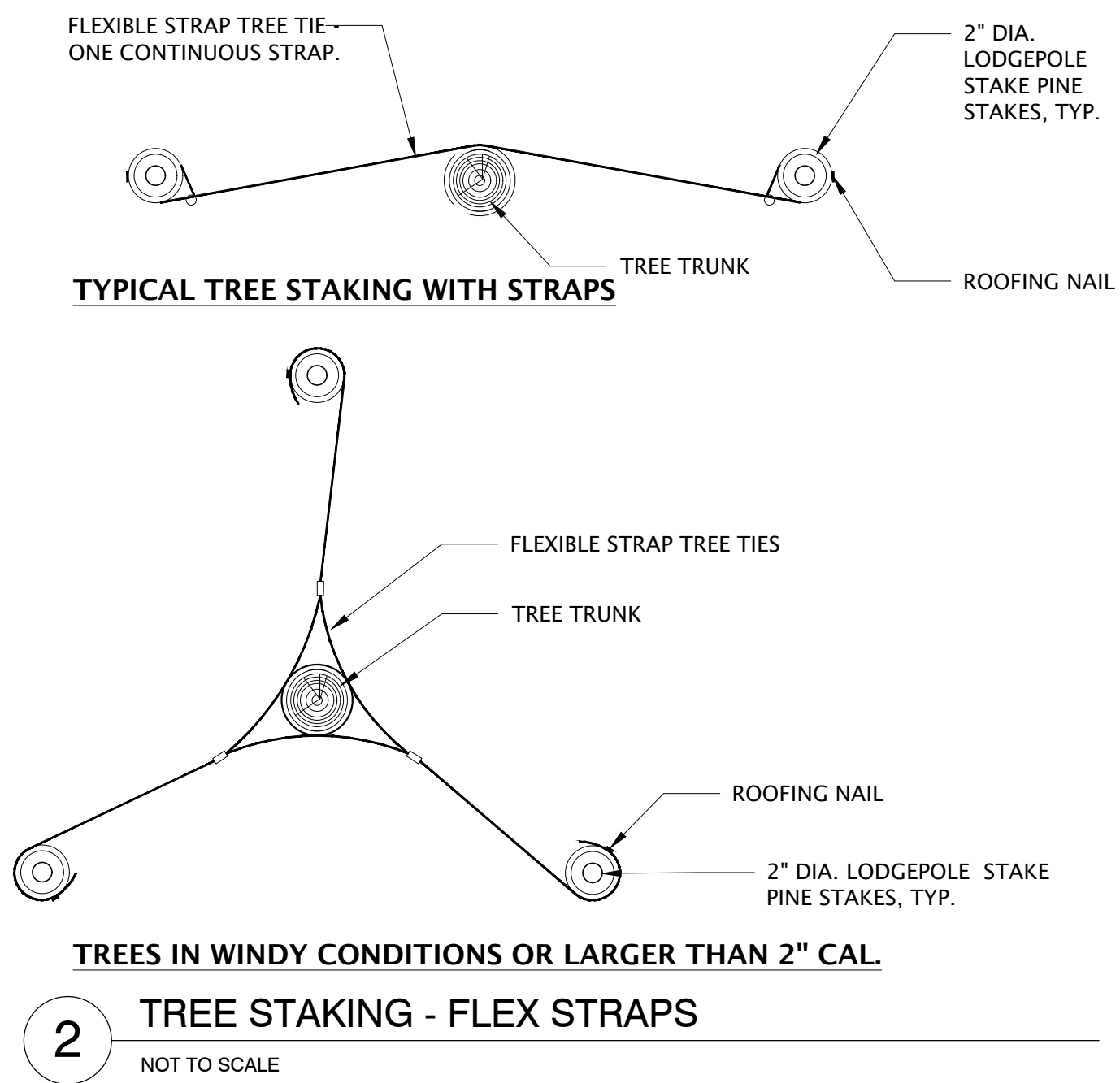
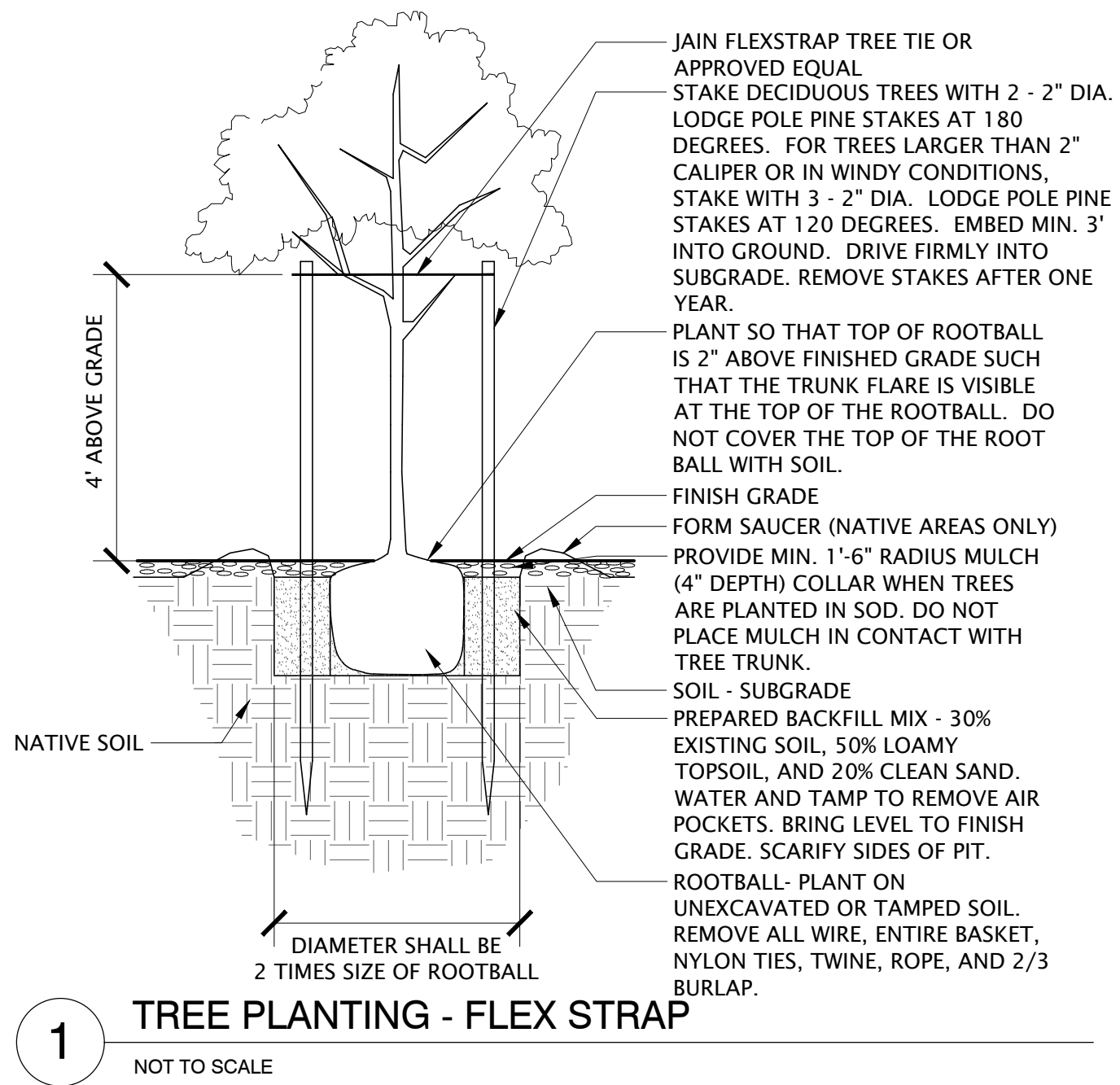
Designed By: RD
Drawn By: TH
Date: 02/16/24
Checked By: RD
Project No: 23-160

Drawing Title

IRRIGATION
PLAN

Drawing number

LI101P



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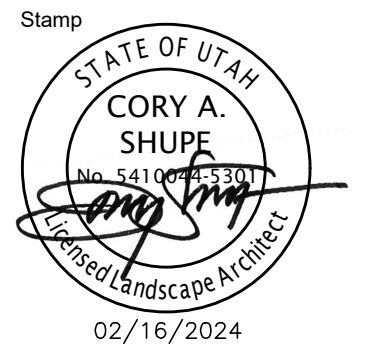
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P: 385.240.6096



VINEYARD GROVE PARK AND PENNY
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REVISIONS	
NO.	DESCRIPTION



Designed By: RD
Drawn By: TH
Date: 02/16/24
Checked By: RD
Project No: 23-160

Drawing Title
**LANDSCAPE
DETAILS**

Drawing number

LP501

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VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 14, 2024

Agenda Item: Special Event Fee Waiver - Art in the Park

Department: Parks and Recreation

Presenter: Anna Nelson

Background/Discussion:

In an effort to increase Recreation and Events offered to the Vineyard Community, the City Council has previously approved organizations to apply for a Special Event Fee Waiver. Applicants must meet the code requirements to apply for the fee waiver and City Council makes final decisions on the fees waived.

The Prove Neighborhood Art Center has applied for a Special Event Permit and requests a Fee Waiver for their event. The event will occur at Gammon Park on July 11th from 10:00 AM - 12:00 PM. The event will include arts and crafts stations throughout Gammon Park and is free and open to the public. The City fees associated with their Special Event Permit are as follows:

- Special Event Fee: \$50
- Gammon Park Field Rental: \$150.00
- Total: \$200.00

Fiscal Impact:

Fees waived would total \$200.00

Recommendation:

Staff recommends the fees be waived for the Neighborhood Art Center

Sample Motion:

Attachments:

1. Special Event Permit Packet Redacted
2. Fee Waiver Application Redacted
3. Map



Special Event Permit Checklist

Who needs to obtain a Special Event Permit?

If you are organizing an event for a group of **fifty or more people** within the boundaries of Vineyard (see the attached Boundary Map page), then you will need a Special Events Permit. If you are planning a block party, you will not need a Special Event Permit. If you are planning a Block Party that will require a road closure, please submit a Block Party Courtesy Notice.

Complete applications must be submitted to the city **no later than thirty (30) days** prior to the event.

Please submit the following with the application:

- ☒ Detailed Event Site Plan. Must include street names, route or boundaries marked on map, placement of any barricades, road/sidewalk closures, fencing, inflatables, tables, vendor booths or portable toilets, etc.
- ☐ Parking Plan
- ☐ Crowd Control Plan
- ☐ Security/Safety Plan
- ☐ Communication Plan
- ☐ Trash collection plan
- ☐ A certificate of insurance evidencing general liability or general liability and umbrella insurance coverage for the applicant in the minimum amount of \$1,000,000 per occurrence, and naming Vineyard as additional insured, in effect on the date of the event. (Please see the attached example insurance certificate.)
- ☐ Written authorization from the property owner for Events held on private property
- ☐ If the event has vendors:
 - a list of the vendors (see the attached Vendor Information sheet)
 - Temporary Sales Tax Number for Event and vendors. Forms available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303.
 - Utah County Health Department Permit for vendors selling food
- ☐ If alcoholic beverages will be available at the event, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is **PROHIBITED** on City property. (Vineyard Municipal Code Chapter 8-300)
- ☐ Special Event Permit Fee: \$50 for events with 50-250 people, \$75 for events with vendors, \$100 for events with 250+ people. Events with 500+ people gathered for two or more hours will also require a Utah County Health Department Temporary Mass Gathering Permit. Please contact the Utah County Health Department Division of Environmental Health for more details at 801-851-7525.
- ☐ \$200 refundable deposit if the event includes the use of a bounce house or inflatable play equipment.
- ☐ Additional fees may apply, based on Vineyard or Sheriff personnel that may be required for your event.

The authority to regulate special events within Vineyard is provided in Chapter 13-500, Articles 13-4 and 13-8 of the Vineyard Municipal Code. Copies of the Code are available online at www.vineyard.utah.gov.

Special Events Department
125 South Main St.
(801)226-1929
annan@vineyardutah.org



FOR OFFICE USE ONLY

Application Received _____

Fee Paid _____

Special Event Permit Application

The following application must be submitted **30 days prior to the scheduled event**, and the permit must be obtained a minimum of one week prior to the event. This application DOES NOT constitute a valid Special Event Permit until approved by the City.

APPLICANT INFORMATION

Name of Applicant: Tallia Feltis			Date of application: 4-05-2024	
Applying in behalf of (if other than self): Neighborhood Art Center				
Email address:				
Mailing Address:				
City: Provo	State: UT	Zip Code: 84601	Phone:	
Name of Event: Art in the Park				
Date of Event: July 11, 2024				

EVENT INFORMATION

Name of Event: Art in the Park		
Date of Event: July 11, 2024		Number of people anticipated at event: 200
Setup: 9 am	Start time: 10 am	End time: 12 pm
Cleanup: 12pm	Start time:	End time: 12:30pm

Type of Event

☐ Athletic ☒ Entertainment ☒ Other: _____

Brief Description of Event: **Art in the Park is a free community event for families.**

Will Vineyard streets be used? ☐ Yes ☒ No

Will streets need to be closed/blocked to traffic? ☐ Yes ☒ No

If any portion of a street is closed, the event organizer will need to provide barricades. As a consideration for this permit, the applicant agrees to:

1. Rent or secure barricades from a licensed barricade company.
2. Assume all liability of erection and maintenance of barricades.
3. Clean up the area upon termination of the permitted use.
4. Assume all liability for the applicant's use of the street during the specified period.
5. Ensure that barricades will be conspicuously displayed and lighted if the event takes place prior to dawn or after dusk.

Will you be using portable toilets? ☐ Yes ☒ No Have you made arrangements for trash disposal? ☒ Yes ☐ No

Will your event include the use of a Vineyard pavilion? ☒ Yes ☐ No If yes, a pavilion reservation is also required.

Will your event include the use of a bounce house or inflatable play equipment? ☐ Yes ☒ No

If yes, a refundable \$200 deposit is required. Additional fees may be assessed after the event for any damages on city property due to bounce houses/inflatables.

Vendors/Food/Alcohol

Will there be vendors selling products or services? ☐ Yes ☒ No

If yes, we require the Temporary Sales Tax Numbers from the State of Utah Special Events Tax Division for all vendors. Please complete the attached Vendor Information sheet.

If vendors are selling food, submit a copy of their Utah County Health Department Permit.

If vendors are selling alcohol, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is PROHIBITED on City property. (Vineyard Municipal Code Chapter 8-300)

Law Enforcement/Security Services

Each special event permit application will be reviewed, and based on event type and number of attendees, the Utah County Sheriff's Department will determine the number of law enforcement personnel required for the event, if any.

We contract with the Utah County Sheriff's Department. If you are in need of any law enforcement services for your event, please contact them at (801)794-3970. See the attached Agreement for Supplemental Law Enforcement Services.

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the permit. The applicant agrees to pay additional fees as required for the use of City services and facilities.

Applicant's Name (please print): Tallia Feltis

Applicant's Signature: Tallia Feltis Date: 04-05-24

CITY APPROVAL	
City Personnel for Event _____	Number of Hours ____ Fee Paid \$ _____
Utah County Sheriff Personnel for Event _____	Number of Hours ____ Fee Paid \$ _____
This application has been reviewed, including verification of required insurance and other information, and required fees have been paid.	
Vineyard Public Works Department _____	Date _____
Utah County Sheriff's Office _____	Date _____
Vineyard Special Events Department _____	Date _____



Vendor Information

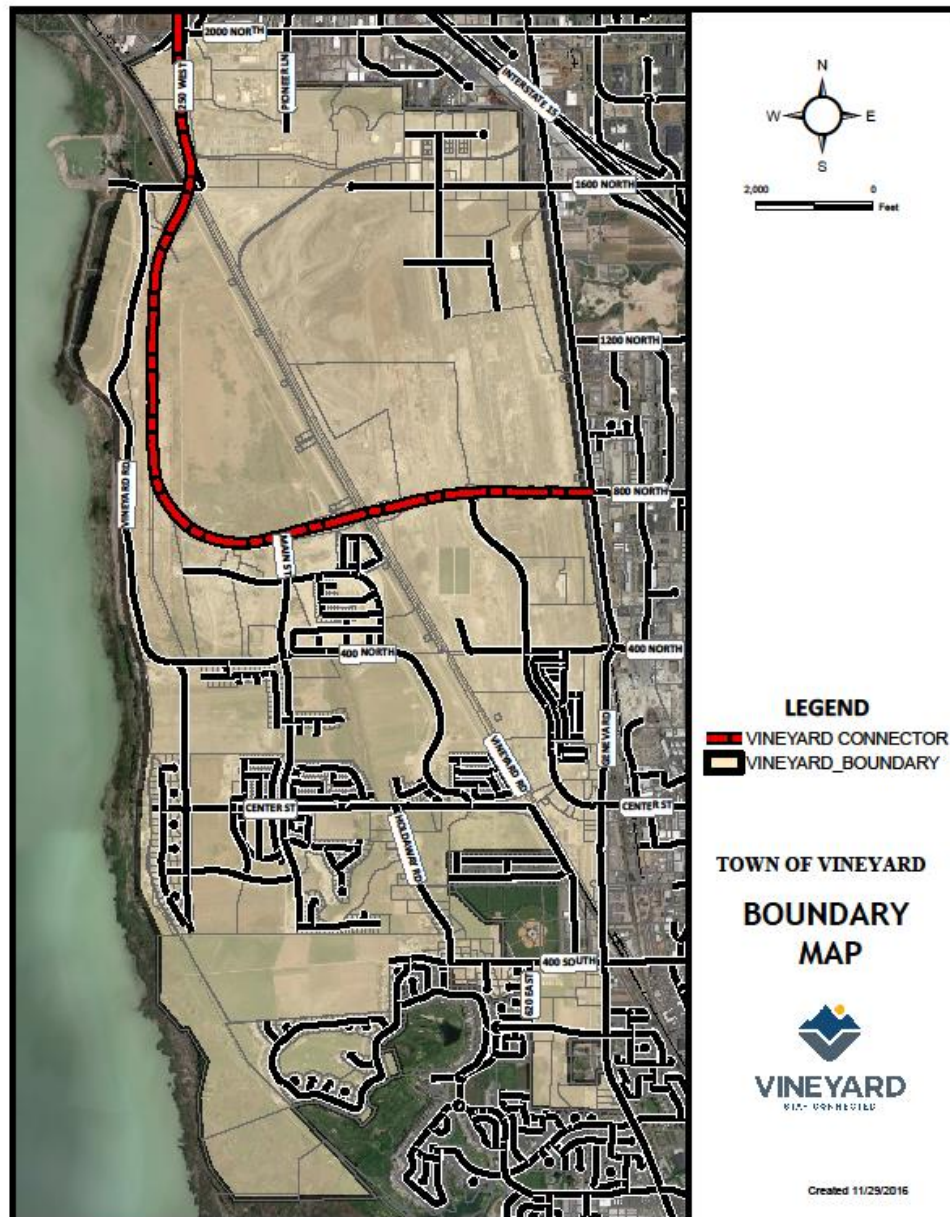
Please provide the following information for each vendor. Utah State Temporary Sales Tax Applications are available upon request, or contact the State of Utah Special Events Tax Division at 801-297-6303. Those selling food will also need to provide a copy of their Utah County Health Department Permit. Any vendors based in Vineyard will also need to have a Vineyard Business License. Once required documents are received and verified, we will issue each vendor a badge for use during the event.

Vendor Name	Vendor Phone Number	Product or Service to be offered at Event	FOR OFFICE USE ONLY		
			Health Dept	State Temp Sales Tax #	Vineyard BL if applicable

What are the boundaries of Vineyard?

All areas within the shaded area in the map below are in Vineyard. For special events taking place on the shoreline or on Utah Lake, contact:

Sam Braegger, Outreach Coordinator
Utah Lake Commission
(801)851-2904
sbraegger@utahlakecommission.org



The authority to regulate special events within Vineyard is provided in Chapter 13-500, Articles 13-4 and 13-8 of the Vineyard Municipal Code. Copies of the Code are available online at www.vineyard.utah.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Producer Name Address Phone number	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Insured name or DBA with address	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ General Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Vineyard, Utah is listed as an additional insured with respect to (NAME OF INSURED) participation in: (NAME, DATE, AND LOCATION OF EVENT). Vineyard, Utah is Primary & Non-Contributory for ongoing & complete operations; a Waiver of Subrogation applies in favor of Vineyard, Utah. A 30-day Notice of Cancellation will be provided should any of the above described policies be cancelled before the expiration date.

CERTIFICATE HOLDER

CANCELLATION

Vineyard 125 S. Main Street Vineyard UT 84058	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Special Events Department
125 South Main St.
(801)226-1929
Annan@vineyardtown.com



FOR OFFICE USE ONLY

Application Received _____

Fee Waiver Application

APPLICANT INFORMATION

Name of Applicant: Tallia Feltis		Date of application: 04-05-24	
Applicant Organization Name: Neighborhood Art Center			
Email address: 			
Mailing Address: 			
City: Provo	State: UT	Zip Code: 84606	Phone:
Name of Event: Art in the Park			

Reason for Fee Waiver

Fee waivers are provided based on the following criteria please select the criteria that your organization meets

- ☒ The organization provides free programs to the community or raises funds for organizations that provide free or low-cost programs benefiting local youth, seniors, or under-served constituents.
- ☐ The organization provides cultural aspects to the event.
- ☐ The organization demonstrates extraordinary efforts to reduce and mitigate environmental, transportation, and residential impacts.
- ☐ The organization is aligned with the city council's critical goals as outlined in the city's general plan.

Brief Description of Organization: **Neighborhood Art Center is a non-profit that is dedicated to making art more accessible to children and families in our community.**

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the waiver.

Applicant's Name (please print): **Tallia Feltis**

Applicant's Signature: **Tallia Feltis** Date: **04-05-24**

CITY APPROVAL

This application has been reviewed and approved by

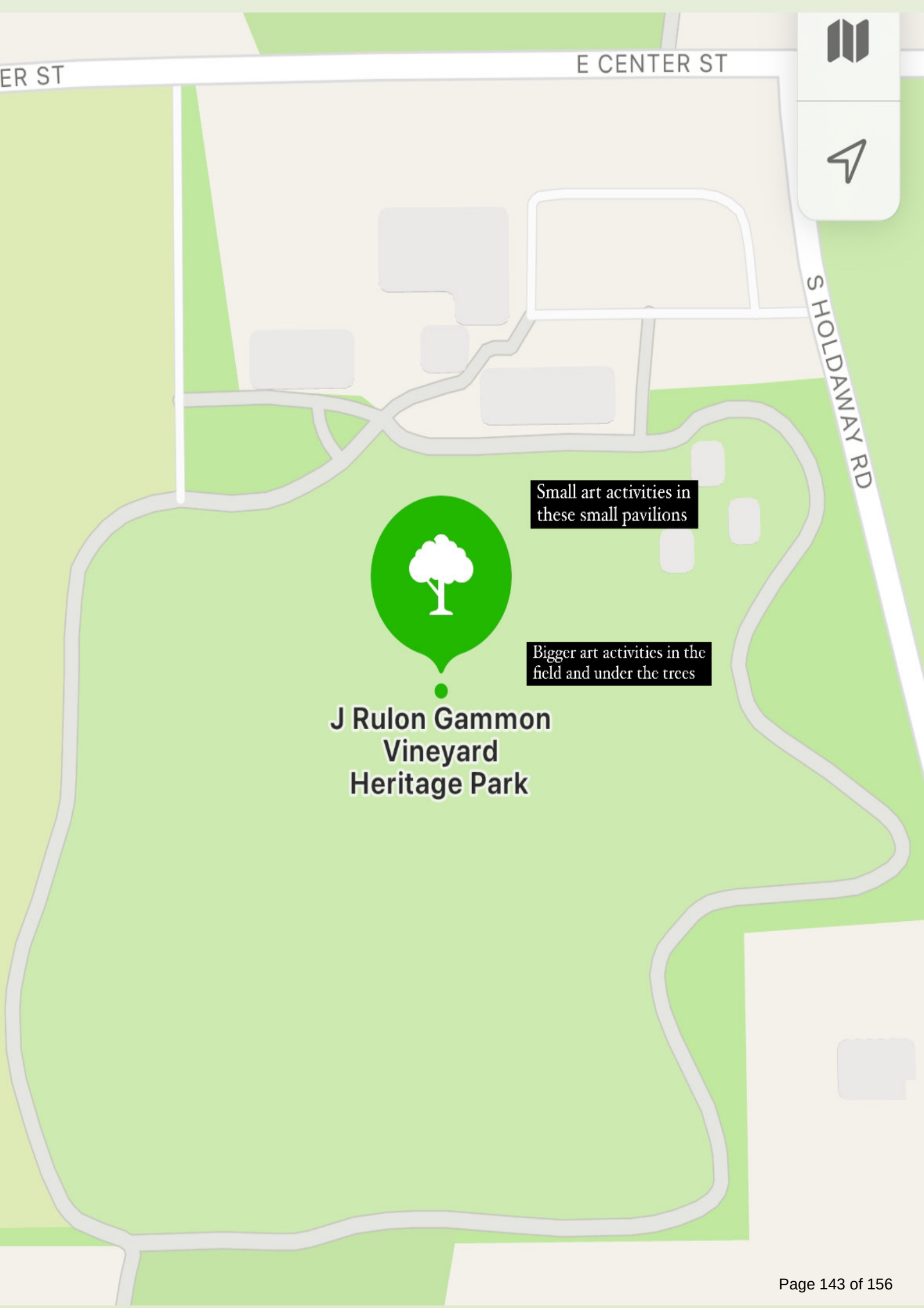
Vineyard Special Events Department

Date

Vineyard City Manager

Date

Last Updated: 10.5.2023



ER ST

E CENTER ST

S HOLDAWAY RD

**J Rulon Gammon
Vineyard
Heritage Park**

Small art activities in
these small pavilions

Bigger art activities in the
field and under the trees



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 14, 2024

Agenda Item: Special Event Fee Waiver - Walk-A-Thon & Benefit Concert

Department: Parks and Recreation

Presenter: Anna Nelson

Background/Discussion:

In an effort to increase Recreation and Events offered to the Vineyard Community, the City Council has previously approved organizations to apply for a Special Event Fee Waiver. Applicants must meet the code requirements to apply for the fee waiver and City Council makes final decisions on the fees waived.

Toa Enterprises has applied for a Special Event Permit and requests a Fee Waiver for their event. The event will occur at Grove Park on August 17th from 8:00 AM to 10:00 PM. The event is being held to help raise money for a Kidney Foundation. It will include a 10K Walk-A-Thon throughout Vineyard, a 1K Kids walk, cultural performances, and a concert. Because of the number of participants, the applicant will obtain a County Mass Gathering Permit and Parking at surrounding schools.

The City fees associated with their Special Event Permit are as follows:

- Large Pavilion Rental: \$75.00
- Small Pavilion Rental: \$40.00
- 2 Soccer Field All Day Rentals: \$800
- Special Event Permit Fee: \$150.00
- Total Fees: \$1,065

Fiscal Impact:

Fees waived total \$1,065. Refundable Deposits will still be required for all facility rentals

Recommendation:

Staff Recommends the approval of the fee waiver for this event.

Sample Motion:

Attachments:

1. application - Redacted
2. fee waiver application - Redacted
3. Map
4. Notes for event

Special Event Permit

Application

The following application must be submitted **30 days prior to the scheduled event**, and the permit must be obtained a minimum of one week prior to the event. This application DOES NOT constitute a valid Special Event Permit until approved by the City.

APPLICANT INFORMATION

Name of Applicant: Date of application:Norries Alaiasa 3-26-2024			
Applying in behalf of (if other than self):Toa Enterprises LLC [REDACTED]			
Email address:[REDACTED]			
Mailing Address:[REDACTED]			
City: Vineyard	State: UT	Zip Code: 84058	Phone:[REDACTED]
Name of Event:10K FOR 10 Bands Kidney Foundation Walk-a-thon & Benefit Concert			
Date of Event: 8-17-2024			

EVENT INFORMATION

Name of Event:Name of Event:10K FOR 10 Bands Kidney Foundation Walk-a-thon & Benefit Concert		
Date of Event: 8-17-2024		Number of people anticipated at event: 1000-8000 1,000 - 2,500
Setup: 8am	Start time: 8am	End time:11am
Cleanup: 9pm	Start time: 9pm	End time:12pm

Type of Event

☒ Athletic ☒ Entertainment ☐ Other:

Brief Description of Event: 10k Kidney Foundation Fundraiser **Walk-a-thon**. Promoting Healthy living within The Pacific Island people, Native American people, Indigenous people for Utah Pacific Island Heritage month. After walk-a-thon want to hold a benefit concert.

Will Vineyard streets be used? ☒ Yes ☐ No Will streets need to be closed/blocked to traffic? ☐ Yes ☒ No

If any portion of a street is closed, the event organizer will need to provide barricades. As a consideration for this permit, the applicant agrees to:

1. Rent or secure barricades from a licensed barricade company.
 2. Assume all liability of erection and maintenance of barricades.
 3. Clean up the area upon termination of the permitted use.
 4. Assume all liability for the applicant's use of the street during the specified period.
 5. Ensure that barricades will be conspicuously displayed and lighted if the event takes place prior to dawn or after dusk.
- Will you be using portable toilets? ☒ Yes ☐ No Have you made arrangements for trash disposal? ☒ Yes ☐ No Will

your event include the use of a Vineyard pavilion? ☒ Yes ☐ No If yes, a pavilion reservation is also required. Will your event include the use of a bounce house or inflatable play equipment? ☒ Yes ☐ No

If yes, a refundable \$200 deposit is required. Additional fees may be assessed after the event for any damages on city property due to bounce houses/inflatables.

Vendors/Food/Alcohol

Will there be vendors selling products or services? ☐ Yes ☒ No

If yes, we require the Temporary Sales Tax Numbers from the State of Utah Special Events Tax Division for all vendors. Please complete the attached Vendor Information sheet.

If vendors are selling food, submit a copy of their Utah County Health Department Permit.

If vendors are selling alcohol, a separate Class C Temporary Liquor License or Class D Temporary Beer License is required. Please note that alcohol use is PROHIBITED on City property. (Vineyard Municipal Code Chapter 8-300)

Law Enforcement/Security Services

Each special event permit application will be reviewed, and based on event type and number of attendees, the Utah County Sheriff's Department will determine the number of law enforcement personnel required for the event, if any.

We contract with the Utah County Sheriff's Department. If you are in need of any law enforcement services for your event, please contact them at (801)794-3970. See the attached Agreement for Supplemental Law Enforcement Services.

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the permit. The applicant agrees to pay additional fees as required for the use of City services and facilities.

Applicant's Name (please print): Norries Alaiasa

Applicant's Signature: Date: 3-26-2024



CITY APPROVAL

City Personnel for Event Number of Hours Fee Paid \$ Utah County Sheriff Personnel for Event

Number of Hours Fee Paid \$

This application has been reviewed, including verification of required insurance and other information, and required fees have been paid.

Vineyard Public Works Department Date

Utah County Sheriff's Office Date

Vineyard Special Events Department Date

Created February 2017

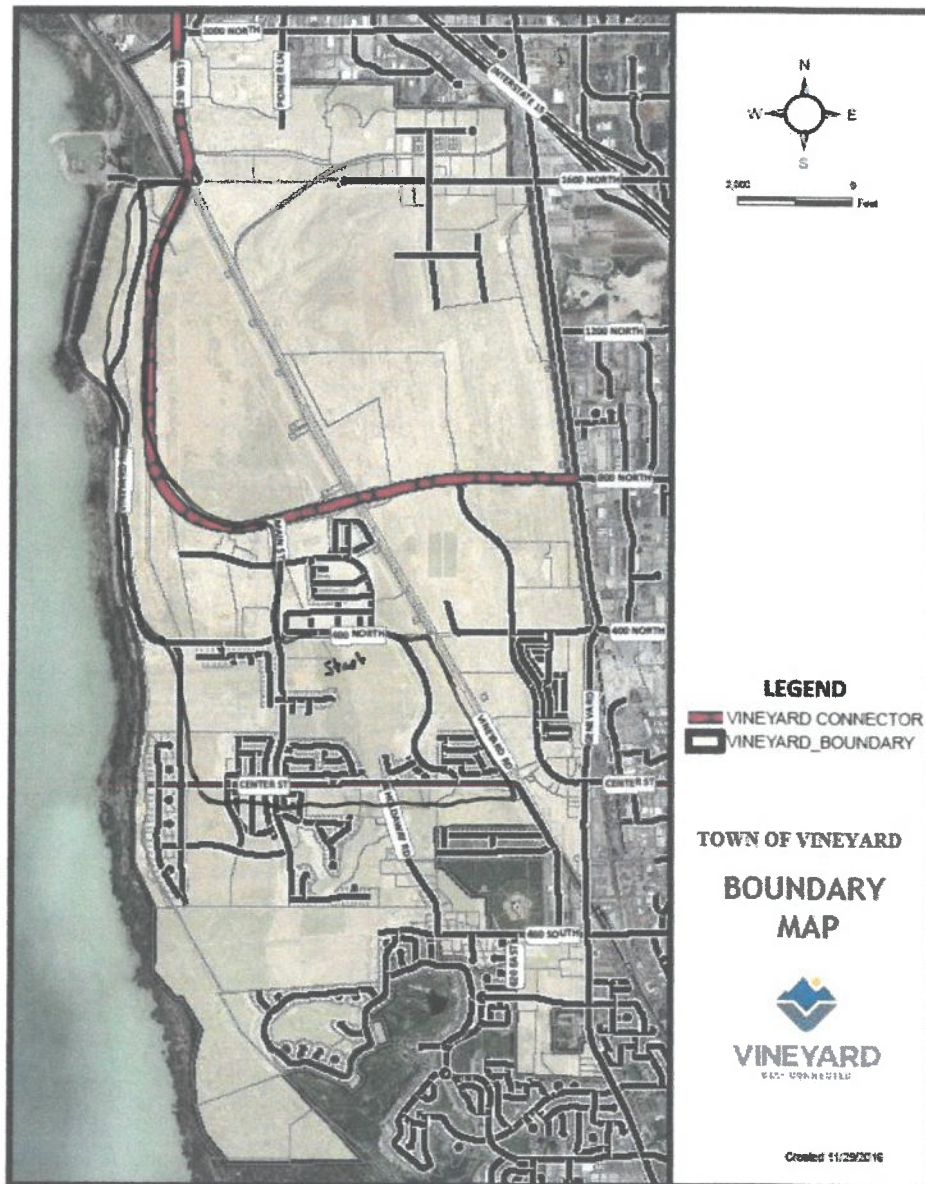


Vendor Information

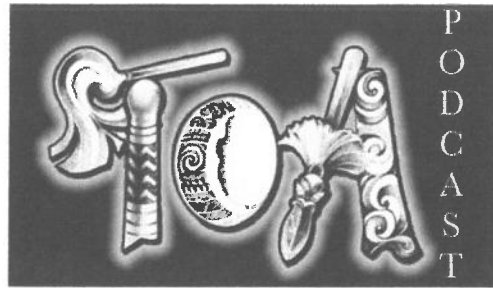
What are the boundaries of Vineyard?

All areas within the shaded area in the map below are in Vineyard. For special events taking place on the shoreline or on Utah Lake, contact:

Sam Braegger, Outreach Coordinator
Utah Lake Commission
(801)851-2904
sbraegger@utahlakecommission.org



The authority to regulate special events within Vineyard is provided in Chapter 13-500, Articles 13-4 and 13-8 of the Vineyard Municipal Code. Copies of the Code are available online at www.vineyard.utah.gov.



STAN WALKER CONCERT PROPOSAL

Purpose:

- To celebrate our Polynesian Community with platforms that unify our Polynesiasheris.alaiasa-kerapa@phlearning.orgn Island Nation People during Pacific Island Appreciation Month.
- The theme of the concert celebrates the culmination of a 10K Walk for 10 Bands contribution to the National Kidney Foundation of Utah and Idaho.
- To create opportunities to expand understanding and cultural awareness to our communities
Education P20, Health, Entrepreneurial Enterprises
 - Education:
 - Support systems P20 (pre-school - College/Career) for students from polynesian/micronesian/melenesian ethnic backgrounds
 - Opportunities for a Culturally based education within schools that embody the fundamental core values:
 - *Sense of Belonging*
 - *Sense of Responsibility*
 - *Sense of Purpose*
 - *Sense of Respect*
 - Health:
 - Cancer Society fundraiser due to Stan Walker's personal battle with cancer.
 - America's Kidney Foundation 10K Walk for 10 Bands for diabetes awareness and 10th year anniversary on dialysis for owner of TOA Podcast.
 - Education the greater community of services available
 - *Medical Support*
 - *Health Support*
 - *Nutritional Support*
 - *Mental Health Support*
 - Entrepreneurial Enterprises:
 - Small Businesses opportunities
 - *To promote local businesses*
 - *Assist the growth and development of cultural awareness through small locally operated businesses*

Where: 10k Walk in Vineyard, Utah the week before.

When: August 17,2024

Start Walk at Vineyard Grove park,

Turn Left onto 400 N,then Turn Right onto N Main St

At the lights Turn left onto Vineyard connector continue till you nearly reach Lindon Marina, make a turn Heading Back down N Vineyard Road then Make a left Turn onto N 300 W.

Follow it to W Center st then turn Left up west center st,

At the lights before the bridge turn left down Vineyard road continue till you get to Trailside Elementary and turn right down vineyard loop rd, continue till you get to N main road take a left and head to 400n.

This is where the finish will be back at vineyard Grove park.

Total distance 6.4miles.

Special Events Department
125 South Main St.
(801)226-1929
Annan@vineyardtown.com



FOR OFFICE USE ONLY

Application Received _____

Fee Waiver Application

APPLICANT INFORMATION

Name of Applicant: <u>Fa'amafi & Norries Alai'asa</u>		Date of application: <u>April 29, 2024</u>	
Applicant Organization Name: <u>Sacred Fish Inc. Foundation</u>			
Email address: <u>[REDACTED]</u>			
Mailing Address: <u>[REDACTED]</u>			
City: <u>Vineyard</u>	State: <u>UT</u>	Zip Code: <u>84059</u>	Phone: <u>[REDACTED]</u>
Name of Event: <u>10K Walk 10K Band 10 Yrs Strong / Polytest Utah 2024</u>			

Reason for Fee Waiver

Fee waivers are provided based on the following criteria please select the criteria that your organization meets

- ☒ The organization provides free programs to the community or raises funds for organizations that provide free or low-cost programs benefiting local youth, seniors, or under-served constituents.
- ☒ The organization provides cultural aspects to the event.
- ☐ The organization demonstrates extraordinary efforts to reduce and mitigate environmental, transportation, and residential impacts.
- ☐ The organization is aligned with the city council's critical goals as outlined in the city's general plan.

Brief Description of Organization: Non-Profit Foundation providing free services that foster core values of respect, endurance, self confidence, being self sufficient, and communal leader.

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the waiver.

Applicant's Name (please print): Norris Alai'asa

Applicant's Signature: [Signature] Date: April 26, 2024

CITY APPROVAL

This application has been reviewed and approved by

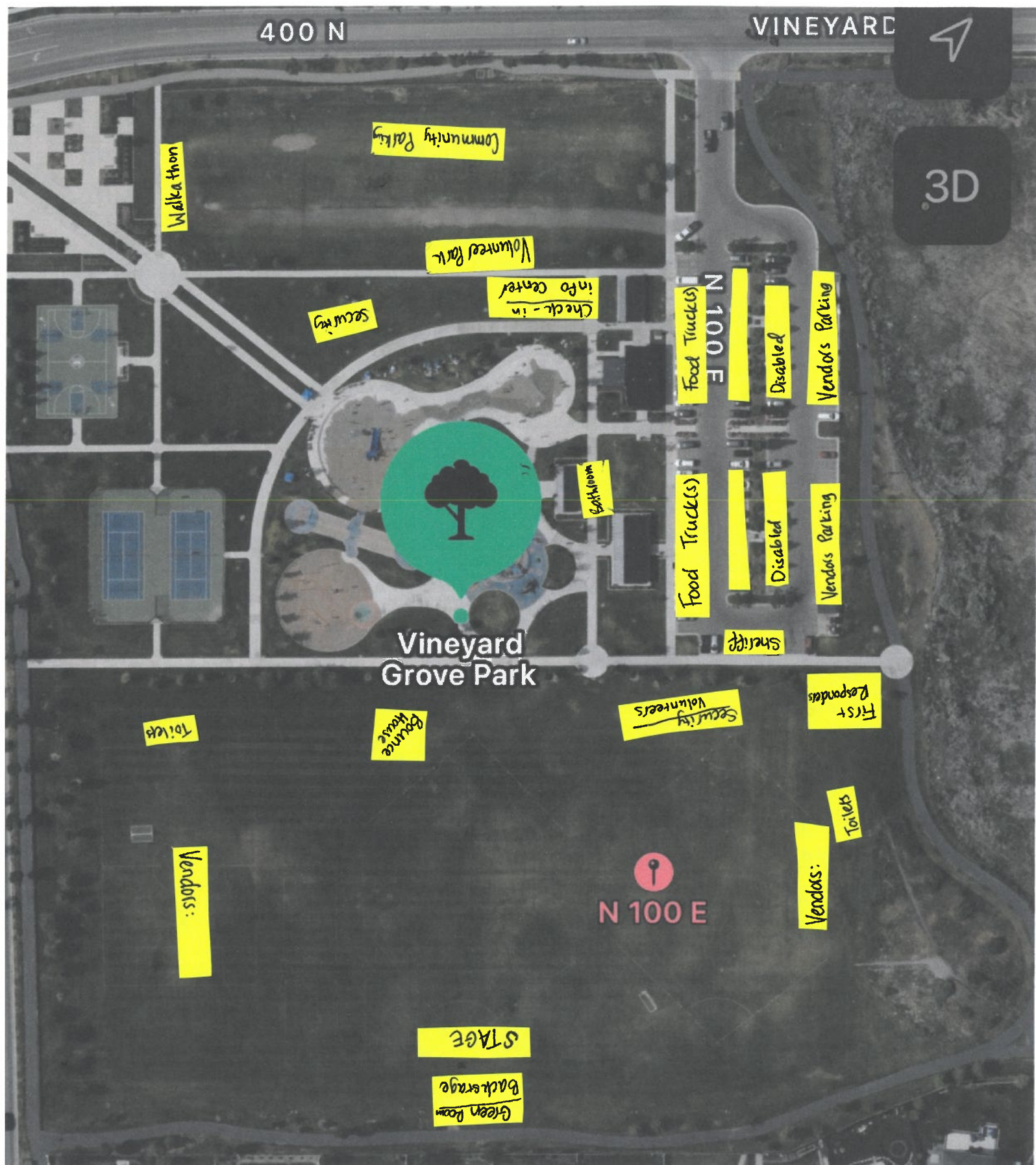
Vineyard Special Events Department

Date

Vineyard City Manager

Date

Last Updated: 10.5.2023



Unnamed Route





Walk-A-Thon Route Vineyard

ROUTE INFORMATION



ROUTE LENGTH 10.107 km

START LAT: 40.303674, LNG: -111.752994



NOTES

- We will need to have a sheriff at the lights on the corner of Main St., and Vineyard connector.
- We will also need to have a sheriff on the corner of center st., and Vineyard rd.
- Sheriff stationed at point A will Relocate to point C.
- point B will relocate to point D.
- Volunteers will wear Hi-Visability Jackets and patrol crosswalks and side streets.

Notes for Walk-A-Thon

- Can you send me a tentative schedule for the events throughout the day?

12pm - 5pm Stage open for various Polynesian Groups. Each group will be allotted 10 minutes max to perform. There will be a 5 minute transition between each group. This translates to 4 groups every hour so we anticipate about 20 groups performing.

- Specifically when the walk starts/ends,

The 10KWalk will be starting promptly at 7am will end by 11am giving our participants at least 4 hours to complete their trek.

- who and when will be performing on the stage, and when you plan on setting up and taking down

The set up will be done that morning. The stage will be delivered and set on the field by 10am.

Breakdown will start immediately at 10pm.

6pm. Roses on the moon

7pm. Na Drua

8pm. Lahgit

9pm. Fia

- How many vendors are you anticipating?

We anticipate About 30 vendors

- Do you have a cap on how many you will sign up?

No cap

- What about food trucks?

We anticipate about 10 trucks

- How many bounce houses will you be bringing?

3 to 4

- Other than bounce houses will any other activities be happening at the park?

Cultural booths

- Will you charge for the bounce houses?

Donations

- For the walk-a-thon, point A, are you turning around at that point? That's what it looks like on the map but I wanted to make sure. I have attached the map for reference.

The starting point will be the finish point.