

**REQUEST FOR PROPOSALS
2026 Windsor Park Sports Lighting Project
CONTRACTOR**

**CITY OF OREM
September 2025**

PREPARED BY:
CITY OF OREM
ENGINEERING DIVISION
56 NORTH STATE
OREM, UT 84057

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Request for Proposal (RFP)

2026 Windsor Park Sports Lighting Project

Proposal Deadlines

Date Issued: **September 18, 2025**

Questions Deadline: **October 7, 2025 at 12pm**

Proposal Deadline: **October 9, 2025 at 3pm**

Project Completion Deadline: **June 30, 2026**

Primary Contact:

Tom Nisson

Tom Nisson, P.E.

Engineering Design Manager
City of Orem
56 North State Street
Orem, UT 84057
Phone (801) 229-7331
E-mail: tlnisson@orem.gov

Or

Tacoma Parkinson

Project Manager
City of Orem
56 North State Street
Orem, UT 84057
Phone (801) 229-7314
E-mail: gtparkinson@orem.gov

1.0 Advertisement for Proposals

1.1 Description of Work

The City of Orem is currently accepting sealed proposals from qualified and licensed contractors for the 2026 Windsor Park Sports Lighting Project. The WORK includes the completion of a fully operational lighting system for multiple sports areas within the park. The Contractor awarded shall install the improvements in accordance with the attached Construction Drawings and Specifications.

1.2 Obtaining RFP Documents

Proposal documents will be available online September 18, 2025 at <https://utah.bonfirehub.com> (Select the search bar > > enter “City of Orem” > Enter).

1.3 Receipt of Proposals

Sealed proposals will be accepted online at Bonfire or by the Office of Community Development, 56 North State Street, Orem, Utah 84057 until 3 P.M. Thursday, October 9, 2025. Proposals submitted after this deadline will be rejected. Upon review, the business or individual best meeting the needs of the City will be contacted for further action.

The City of Orem reserves the right to accept or reject any or all proposals or any part of any proposal if it is deemed to be in the best interests of the City. For questions regarding the RFP or for project clarifications, contact Tacoma Parkinson at 801-229-7314 or Tom Nisson at 801-229-7331.

1.4 Proposal Questions

Use Bonfire to submit questions and download documents relating to bid items, specifications, and other technical questions. The Project Manager is Tacoma Parkinson (801) 229-7314.

It is anticipated that work will commence after all contract documents have been signed and returned to the City.

9/18/2025

Date



Taggart Bowen, City Engineer

18 Sept 2025

Date



Gary McGinn, Community Development Director

Published at: <https://utah.bonfirehub.com>

2. Scope of Services

2.1 Project Description

The City of Orem has identified a need for new sports lighting systems to enhance recreational elements at Windsor Park. The Project involves installing a fully operational lighting system for three different sports areas. The scope of work includes all the necessary infrastructure, such as poles, fixtures, wiring, and controls, as well as connecting to the existing power supply and running wire and conduit to these designated areas. This is to ensure the new lighting systems are fully functional and meet the illumination requirements outlined in the Construction Drawings and Specifications.

The designated areas for the scope of work include the following:

- **Softball Fields:** The two existing softball fields have a lighting system that requires full replacement. This part of the project includes the demolition and removal of the existing lighting infrastructure and the installation of a complete, new lighting system for both fields.
- **Multi-Sport Court:** The existing multi-sport court currently has no lighting. The awarded contractor will be responsible for installing a brand-new, fully functional lighting system for this court.
- **Pickleball Courts:** A new lighting system for four future pickleball courts is required as part of this project. The installation of the pickleball courts and sidewalk improvements to the park will be completed by a separate contractor at a later date, anticipated to begin next year. The awarded contractor for this RFP shall be responsible for installing all necessary electrical infrastructure and a fully functioning lighting system for these future courts.

It is anticipated that the City of Orem will have a separate contractor installing pickleball improvements and other park improvements adjacent to the softball fields. The selected sports lighting contractor will be required to work concurrently with the park improvements contractor to install sports lighting improvements, provided their schedules overlap. The park improvements are currently planned for the 2026 construction season.

2.2 Bidder's Responsibility

The awarded Contractor will be expected to coordinate with the City and any property owners to coordinate the work.

The awarded Contractor will be expected to meet the following requirements:

- Meet and follow all Requirements, Construction Drawings, Specifications, Standards, and City Code.
- Provide a performance bond for 100% of the contract price.
- Provide a payment bond for 100% of the contract price.
- Complete the Notice of Award and Agreement Contract with the City.
- Visit and inspect each site to become familiar with the proposed work.

- Read and become thoroughly familiar with the contract documents and all other necessary information to properly perform the work.

3. Proposal Forms and Bid Schedule

PROPOSAL FORM

1. Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Utah, doing business as _____, to the CITY OF OREM (hereinafter called "OWNER").
2. In compliance with your advertisement for PROPOSAL, PROPOSER herein proposes to perform all WORK for the construction of the 2026 Windsor Park Sports Lighting Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.
3. By submission of this PROPOSAL, each PROPOSER certifies, and in the case of a joint PROPOSAL each party thereto certifies that this PROPOSAL has been arrived at independently without consultation, communication or agreement as to any matter relating to this PROPOSAL with any other PROPOSER or with any competitor.
4. PROPOSAL hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to complete PROJECT by June 30, 2026, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. PROPOSER further agrees to pay, as liquidated damages, the sum of \$200 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.
5. PROPOSER acknowledges receipt of the following ADDENDUM:

-
-
6. PROPOSER agrees to perform all work described in the CONTRACT DOCUMENT for the following unit prices, which shall reflect all in-place final costs by the PROPOSER to the OWNER:

*Insert "a corporation", "a partnership", or "an individual" as applicable

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. A total contract AMOUNT shall be entered for each item and shall be the product of the number under UNIT times the UNIT PRICE, unless the units are a lump sum, whereby the AMOUNT shall also reflect the lump sum price. AMOUNT shall be totaled as indicated below

BID SCHEDULE					
Item No	DESCRIPTION	QTY	UNIT	UNIT PRICE (Material & Labor)	TOTAL
1	Mobilization	1	LS		
2	Softball Fields Lighting	1	LS		
3	Pickleball Courts Lighting	1	LS		
4	Multi-Sport Court Lighting	1	LS		
GRAND TOTAL					

Respectfully submitted:

Contractor Name

Telephone Number

License

Address

Signature

City, State & Zip

Title

Date

Federal I.D. Number

(SEAL - if BID is by a corporation)

Attest:

4.0 Special Conditions

4.1 Mobilization

- This item includes bringing all necessary equipment to do the work to the site, all labor, materials and equipment to set up temporary offices, facilities, signs and utilities, all premiums on bonds and insurance and removal of all equipment and temporary facilities. Work Shall be done in accordance with the Construction Drawings, 2017 APWA Standard Specification and the 2024 City of Orem Supplemental Document to the 2017 APWA Standard Construction Specifications. Payment is on a lump sum basis.

4.2 Softball Fields Lighting

- This item includes all labor materials and equipment required for a complete, operational softball field lighting system. It covers the following components:
 - **Demolition:** Removal and proper disposal of all existing light poles, concrete bases and foundations, fixtures, and associated electrical conduit and wiring.
 - **Electrical Improvements:** Installation of all new electrical components, including underground conduits and wiring to tie into existing power sources. This includes all boring, trenching, and backfill necessary for underground work. This also includes all wiring and electrical work for the control system proposed by the Contractor.
 - **New lighting System:** furnishing and installation of a complete, high-efficiency LED sports lighting system. This includes all new light poles with suitable concrete foundations, anchor bases, and light fixtures, among other components. **The system will be designed to achieve and maintain an average of 50 footcandles on the infield and 30 footcandles on the outfield.**
 - **Restoration:** all areas disturbed by construction will be restored to their original or better condition. This includes any damaged asphalt, concrete, or other paved surfaces, as well as the restoration of landscaping and irrigation systems.

4.3 Pickleball Courts Lighting

- This item includes all labor materials and equipment required for a complete, operational pickleball court lighting system. It covers the following components:
 - **Electrical Improvements:** Installation of all new electrical components, including underground conduits and wiring to tie into existing power sources. This includes all trenching and backfill necessary for underground work. This also includes all wiring and electrical work for the control system proposed by the Contractor.
 - **New lighting System:** furnishing and installation of a complete, high-efficiency LED sports lighting system. This includes all new light poles with suitable concrete foundations, anchor

bases, and light fixtures, among other components. **The system will be designed to achieve and maintain an average of 50 footcandles throughout each court.**

- **Restoration:** all areas disturbed by construction will be restored to their original or better condition. This includes any damaged asphalt, concrete, or other paved surfaces, as well as the restoration of landscaping and irrigation systems.

4.4 Multi-Sport Court Lighting

- This item includes all labor materials and equipment required for a complete, operational multi-sport court lighting system. It covers the following components:
 - **Electrical Improvements:** Installation of all new electrical components, including underground conduits and wiring to tie into existing power sources. This includes all trenching and backfill necessary for underground work. This also includes all wiring and electrical work for the control system proposed by the Contractor.
 - **New lighting System:** furnishing and installation of a complete, high-efficiency LED sports lighting system. This includes all new light poles with suitable concrete foundations, anchor bases, and light fixtures, among other components. **The system will be designed to achieve and maintain an average of 25 foot candles throughout the court.**
 - **Restoration:** all areas disturbed by construction will be restored to their original or better condition. This includes any damaged asphalt, concrete, or other paved surfaces, as well as the restoration of landscaping and irrigation systems.

5. Request for Proposal Content

You are asked to provide the following in your proposal, in order as it is listed here, for evaluation by the City of Orem staff:

5.1 Project Approach and Construction Schedule

This section must include the following:

- **Project Approach** - Provide a statement of information as to the proposer's understanding and approach to the project, including:
 - Proposer's procedure, methodology, and materials used, including poles, fixtures, and other related appurtenances.
 - A technical data sheet is provided for each product used.
 - Illumination sheet for each court/field.
 - Methodology to minimize lighting impact on adjacent properties.
- **Construction Schedule** - Outline all phases of the project with a comprehensive schedule (Gantt-type project schedule) and allocate specific time frames to each phase, including mobilization, construction timeline, material procurement, and other relevant activities. Contractor will be held to the schedule provided. Work must be completed by June 30, 2026.

5.2 Past Performance and Qualifications

This section must include the following:

- **Past Performance** - Provide a list of owners/clients for whom the proposer provided similar services in scope and size within the past five years. Include company name, job name, brief scope of work, contract price, contact name(s), and position of person(s) responsible for the owner/client with email address and their phone number.
- **Qualifications** – Includes the Following:
 - Names and qualifications of key personnel from your firm and their role in this project.
 - The contractor must designate a project manager or superintendent who will remain in this role from the project's inception through to its completion.
 - Provide work experience for primary personnel assigned to the project.
 - Highlight any unique, special qualifications or approaches that would enhance the ability to perform the work in a timely and efficient manner.

5.3 Proposal Pricing

This section must include the following:

- Proposer should fill out the attached bid schedule in Appendix A.

5.4 Quality Assurance/ Warranty

This section must include the following:

- **Quality Assurance** - The Proposer should provide a procedure to give the City that ensures the quality of the final installation. This should include procedures for pre-installation checks, on-site testing protocols such as foot-candle verification, and a process for addressing any deficiencies..
- **Warranty** – The Proposer should provide warranty information for defects in materials and workmanship of the sanitary sewer manhole rehabilitation coating.

5.5 Wireless Lighting Controls & Mobile Access

This section must include the following:

- **System features** - The proposer should specify the features of the wireless control system. This includes describing the mobile app or web-based interface, detailing how it allows authorized users to manage lighting. The proposer should also explain the system's security.
- **Technical Information** - The Proposer should provide specific hardware and software components. Identify the type of wireless technology (e.g., RF mesh, cellular, Wi-Fi, etc.)

6. Proposal Evaluation and Selection Criteria

Each item will be independently scored by a panel consisting of personnel from the Orem Engineering and Orem Parks Department staff. The scores will be averaged to calculate a final score for each contractor's proposal. The categories are weighted as follows:

Category	Weight
Project Approach and Schedule	15%
Past Performance and Qualifications	20%
Pricing	30%
Quality Assurance / Warranty	25%
Wireless Lighting Controls & Mobile Access	10%
Total	100%

6.1 Project Approach and Schedule (15%)

- The proposal must demonstrate a thorough understanding of the project's nature and scope. A proposed sequence of work activities, including mobilization, site preparation, layout, installation, testing and demobilization. A preliminary project schedule outlining key milestones and anticipated completion dates.
- It is anticipated that construction of the 2026 Windsor Park Improvement Project will begin in the 2026 construction season (March-October). It is a critical requirement that the awarded contractor's schedule and approach demonstrate a plan to complete all sports lighting improvements before park improvements or to work concurrently with the 2026 Windsor Park Improvement Project contractor. The contractor must provide a plan for coordination and communication to avoid conflicts during the installation of the lighting system.
- A detailed description of how the Contractor will implement and maintain a site security plan. This should include procedures for setting up, maintaining, monitoring, and removing site security fencing and other devices to ensure the safety of park patrons and workers.

6.2 Past Performance and Qualifications (20%)

- Of particular importance is the relevant experience of the Contractor. The successful completion of similar projects in other locations will receive a favorable evaluation. It is essential that employees who have this experience be assigned to the project. The proposal should provide assurance that the

qualified personnel will be available. This requirement will apply to all subcontractors as well as to the principal contractor.

- Each key member of the project team must be identified, and their qualifications described. The specific assignment of each key staff member must be identified. The qualifications of the project manager should be highlighted. The description of the project manager should identify major projects completed, unique or innovative accomplishments, the time commitment and availability throughout the project's completion, and the office location from which they will work.

6.3 Pricing (30%)

- A cost proposal to complete the project line items must be provided. The Contractor must provide pricing for each item listed in the Bid Schedule. The Contractor shall follow the Special Conditions & Specifications listed in the RFP, and as shown in the 2026 Windsor Park Sports Lighting Project Drawings. Pricing will be evaluated based on the total cost of the project. Proposals may also include alternative pricing options for the City to consider. Any alternatives must be clearly marked as such and include a detailed explanation of how it differs from the base proposal and the specific benefits it provides.

6.4 Quality Assurance / Warranty (25%)

- A detailed description of the contractor's quality assurance procedures for installing the Sports lighting correctly, methodology for ensuring that all work meets or exceeds industry standards and what inspection/testing protocols the contractor will take to verify the quality of the installed material.
- It is important that the warranty for the material used, and the workmanship of the installation is clear. The duration of the warranty period should be included with any limitations or exclusions. It is also important to include the process for addressing warranty claims, including repairs or replacement and the timeframe for the resolution.

6.5 Wireless Lighting Controls & Mobile Access (10%)

- A detailed description of the contractor's procedures for installing and commissioning a system that allows the lighting to be wirelessly connected and operated through a mobile application. This should include their methodology for ensuring the system is secure and meets or exceeds industry standards.

7.0 Insurance

7.1. Types. CONTRACTOR shall procure and maintain the following types of insurance for the duration of this Agreement. Any subcontractors hired by CONTRACTOR shall also meet these requirements.

- 7.1.1. Commercial General Liability. Commercial General Liability (CGL) insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage (occurrence form).

- 7.1.2. Business Auto. Business Auto insurance with coverage that is at least as broad as the Insurance Services Office Business Auto Coverage form.
 - 7.1.3. Workers' Compensation and Employer's Liability. Workers' Compensation insurance as required by the State of Utah and Employer's Liability Insurance.
- 7.2. Coverage Limits. CONTRACTOR's required insurance shall have the following minimum coverage limits:
- 7.2.1. General Commercial Liability (CGL). Commercial general liability (CGL) with coverage of at least \$2,000,000.00 combined single limit per occurrence for property, bodily injury and personal injury. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be \$3,000,000.00.
 - 7.2.2. Business Automobile Liability. Business Automobile Liability insurance with a \$2,000,000.00 combined single limit per accident for bodily injury and property damage. "Any auto" coverage is required.
 - 7.2.3. Worker's Compensation and Employer's Liability. A Worker's Compensation policy that meets the requirements of the State of Utah and \$1,000,000.00 per accident for Employer's Liability.

- 7.2.4. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the City may require that:
 - 7.2.4.1. The insurer reduce or eliminate the deductibles or self-insurance retentions as respects the City, its officers, officials, elected representatives, employees or volunteers; or
 - 7.2.4.2. The CONTRACTOR shall procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.

- 7.3. Policy Provisions. The policies shall contain, or be endorsed to contain, the following provisions:
- 7.3.1. Additional Insured. The City and its officers, officials, elected representatives, employees and volunteers shall be listed as additional insureds under the CGL and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, CONTRACTOR and their respective officers, officials, elected representatives, employees, or volunteers.
 - 7.3.2. Primary Insurance. The CONTRACTOR's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City or the CONTRACTOR shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - 7.3.3. Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City its officers, officials, elected representatives, employees or volunteers.
 - 7.3.4. Separate Application. CONTRACTOR's insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 7.3.5. Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, elected representatives, employees and volunteers for losses arising from the CONTRACTOR's actions in performing (or failing to perform) this Agreement.
- 7.3.6. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been given to the City. If insurance lapses, the City shall have the option of:
 - 7.3.6.1. Purchasing the insurance on behalf of CONTRACTOR and deducting the insurance costs from the amount owed to the CONTRACTOR; or
 - 7.3.6.2. Terminating this Agreement.
- 7.3.7. Best's Ratings. Each insurer shall have a Best's rating of A-:VII or better. Insurers must maintain this rating for the entire term of this Agreement.
- 7.3.8. Certificates of Insurance. CONTRACTOR shall provide the City with certificates of insurance and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time. CONTRACTOR shall obtain certificates of insurance from its subcontractors and provide copies of such to the City upon the City's request.

7.4. Subcontractors. CONTRACTOR shall include any subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7.5. Insurance Coverage. The City does not represent that the insurance coverage specified herein (whether in scope or amounts of coverage) is adequate to protect the obligations of CONTRACTOR or its subcontractors, and CONTRACTOR and its subcontractors shall be solely responsible for any deductibles and deficiencies thereof.

7.6. Protected Information

- 7.6.1. Under the Government Records Access and Management Act, Utah Code § 63G-2-101 et seq. (GRAMA), certain information in the proposal submitted may be open for public inspection. If the Applicant desires to have information contained in its proposal protected from such disclosure, the Applicant may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal (See Utah Code § 63G-2-305 and 309). Pricing elements of any proposal will not be considered protected. A business confidentiality claim form is available on the Utah State

Records Committee website at: <http://archives.utah.gov/recordsmanagement/forms/GRAMA-business-confidentiality.pdf>

8.0 Appendix A

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and as Surety, are hereby held and firmly bound unto the CITY OF OREM as OWNER in the penal sum for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assign.

Signed, this _____ day of _____, 202_____. The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF OREM a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the 2026 Windsor Park Sports Lighting Project.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contact, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed an these presents to be signed by their officers, the day and year first set forth above.

(L.S.)

Principal

Surety

By:

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereafter called Principal, and

(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Orem, 56 North State Street, Orem, Utah, 84057 hereinafter called OWNER, in the penal sum of _____ Dollars, (\$) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 202_____, a copy of which is hereto attached and made a part hereof for the construction of 2026 Windsor Park Sports Lighting Project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in _____(Number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 202_____.

ATTEST: _____

Principal

_____ By _____

(Principal Secretary)

(SEAL)

Witness as to Principal

Address

Address

Surety

ATTEST:

Surety Secretary

(SEAL)

By _____

Witness as to Surety

Attorney-in Fact

Address

Address

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____ (Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto The City of Orem 56 North State Street, Orem, UT 84057 hereinafter called OWNER, in the penal sum of _____ Dollars (\$) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 202_____, a copy of which is hereto attached and made a part hereof for the construction of the 2026 Windsor Park Sports Lighting Project.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and the corporation furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 202____.

Principal

ATTEST:

Principal Secretary

By _____

Address

Witness as to Principal

Address

Surety

ATTEST:
in-Fact

By _____ Attorney-

Witness as to Surety

Address

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

City of Orem Agreement No. _____

AGREEMENT

This Agreement is executed in duplicate this _____ day of _____, 2025, by and between the City of Orem, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as the "City"), and _____, _____, a Utah corporation with its principal offices located at _____ (hereinafter referred to as "Contractor").

RECITALS

WHEREAS the City desires to hire a contractor to perform installation work related to the City's _____ (hereinafter referred to as the "Project"); and

WHEREAS the Project includes the installation of sports lighting and related improvements; and

WHEREAS the City has advertised a request for proposals for the Project; and

WHEREAS the bid submitted by Contractor was the lowest responsible bid; and

WHEREAS the City desires to accept the bid of Contractor; and

WHEREAS it is important that the Project be completed by May 15, 2026; and

WHEREAS Contractor is willing and able to begin work on the Project immediately and to complete the Project in an expeditious manner; and

WHEREAS, the City and Contractor desire to set for their respective rights and responsibilities in this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, the City and Contractor mutually agree as follows:

1. **Installation of 2026 Windsor Park Sports Lighting Project** Contractor shall install Sports Lighting Equipment and infrastructure as described in the following documents which are incorporated herein by reference. Items 1.1 through 1.7 are attached hereto as Exhibit "A" and has been posted by the City on Bidnet Direct.

- 1.1. Advertisement for Bids.
- 1.2. Technical Specifications.
- 1.3. Project Addendum 1 dated _____, 2025
- 1.4. Contractor's Bid and Bid Schedule for the 2025 Windsor Park Sports Lighting.
- 1.5. Drawings prepared by the City of Orem Engineering Division dated August 2025 numbered 1 through 4.

2. Compensation.

2.1 **Payment.** Upon completion of the Project, the City shall pay compensation to Contractor in the amount of _____ Dollars and _____ cents. (\$______). This amount shall be the total compensation due to Contractor. Payment shall be made within fifteen (15) days of the City's receipt of Contractor's invoice.

2.2 **ACH Payment Only.** All payments owed by the City under this agreement shall be made using automated clearinghouse ("ACH") bank transfers. The City will not make payments using checks, credit cards, or other means beyond an ACH transfer. Contractor agrees to provide the City with the information necessary for an ACH transfer and authorizes the City to make payments to Contractor through ACH transfers

3. Time for Installation and Completion. The 2026 Windsor Park Sports Lighting Project shall be completed by June 30, 2026. Contractor shall complete installation of the entire Project on or before June 30, 2026.

4. Liquidated Damages. Time deadlines for the completion of the Project are material terms of this Agreement and Contractor agrees to pay liquidated damages of \$500/day to the City for each calendar day beyond June 30, 2026 that the work on the 2026 Windsor Park Sports Lighting Project is not complete. The liquidated damages shall be assessed as provided in Section 15 of the General Conditions and may be used to offset the amount that the City is required to pay Contractor pursuant to this Agreement.

5. Warranty. Contractor warrants to the City that all parts and materials used will be of good quality and new unless otherwise required or permitted by the City and that all labor will be performed in a workmanlike manner and will be free from faults and defects. Contractor shall replace or repair any faults or defects that are due to a defect in materials or workmanship and which are discovered within _____ after completion of the Project.

6. Insurance Requirements.

6.1. **Types.** Contractor shall procure and maintain the following types of insurance for the duration of this Project. Any subcontractor hired by Contractor to perform the Project shall also meet these insurance requirements.

6.1.1. **Commercial General Liability.** Commercial General Liability (CGL) insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage (occurrence form).

6.1.2. **Business Auto.** Business Auto insurance with coverage that is at least as broad as the Insurance Services Office Business Auto Coverage form.

6.1.3. **Workers' Compensation and Employer's Liability.** Workers' Compensation insurance as required by the State of Utah and Employer's Liability Insurance.

6.2. **Coverage Limits.** Contractor's required insurance shall have the following minimum coverage limits:

6.2.1. **Commercial General Liability.** \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be \$3,000,000.00.

6.2.2. **Business Auto.** \$2,000,000.00 combined single limit per accident for bodily injury and property damage. "Any auto" coverage is required.

6.2.3. Workers' Compensation and Employer's Liability. Workers' Compensation as required by the State of Utah and \$1,000,000.00 per accident for Employer's Liability.

6.3. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the City may require that:

6.3.1. The insurer reduces or eliminate the deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or

6.3.2. Contractor shall procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.

6.4. Policy Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

6.4.1. Additional Insured. The City and its officers, officials, elected representatives, employees and volunteers shall be listed as additional insureds under the CGL and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, Contractor and their respective officers, officials, elected representatives, employees, or volunteers.

6.4.2. Primary Insurance. Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City shall be excess of Contractor's insurance and shall not contribute with it.

6.4.3. Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, elected representatives, employees or volunteers.

6.4.4. Separate Application. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.4.5. Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, elected representatives, employees and volunteers for losses arising from Contractor's actions in performing (or failing to perform) this Agreement.

6.4.6. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been given to the City. If required insurance lapses, the City shall have the option of:

6.4.6.1. Purchasing the insurance on behalf of Contractor and deducting the insurance costs from the amount owed to Contractor; or

6.4.6.2. Terminating this Agreement.

6.5. Best's Rating. Each insurer shall have a Best's rating of A-: VII or better. Insurers must maintain the A-: VII or better rating for the entire term of this Agreement.

6.6. Certificates of Insurance. Contractor shall provide the City with certificates of insurance and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. Contractor shall obtain certificates of insurance from its subcontractors and provide copies of such to the City upon the City's request.

6.7. Subcontractors. Contractor shall include any subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.8. Insurance Coverage. The City does not represent that the insurance coverage specified herein (whether in scope or amounts of coverage) is adequate to protect the obligations of Contractor or its subcontractors, and Contractor and its subcontractors shall be solely responsible for any deductibles and deficiencies thereof.

7. Indemnification. Contractor shall indemnify and hold the City and its officers, officials, elected representatives, employees, agents and volunteers harmless from and against all claims, damages, losses

and expenses, and costs arising out of or resulting from Contractor's acts or failures to act in performing this Agreement and completing the Project. Contractor shall not be liable for the City's own negligent acts.

8. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their respective operations.

9. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

10. **Time of the Essence.** Time shall be of the essence of this Agreement.

11. **Interpretation.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other genders. Any paragraph or section headings in this Agreement are for convenience only, and do not constitute a part of the provisions hereof.

12. **Amendments.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

13. **No Presumption.** Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

14. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

15. **Limitation of Liability.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

16. **Electronic Transaction and Signature.** Each party agrees that this transaction may be conducted by electronic means. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such a record, including facsimile or email electronic signature

SIGNED AND ENTERED INTO THIS ____ day of _____, 2025.

City of Orem
By:

Brenn Bybee, City Manager

ATTEST:

Teresa McKittrick, City Recorder

Contractor
By:

Name and Title

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by
_____, as the _____ of Contractor, who
acknowledged that he/she executed this agreement on behalf of Contractor.

Notary Public
(Seal)

My Commission Expires:

Residing at:

9.0 Construction Drawings



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SCALE: 1" = 80'
(11" x 17" SHEET SIZE)

40 0 40 80

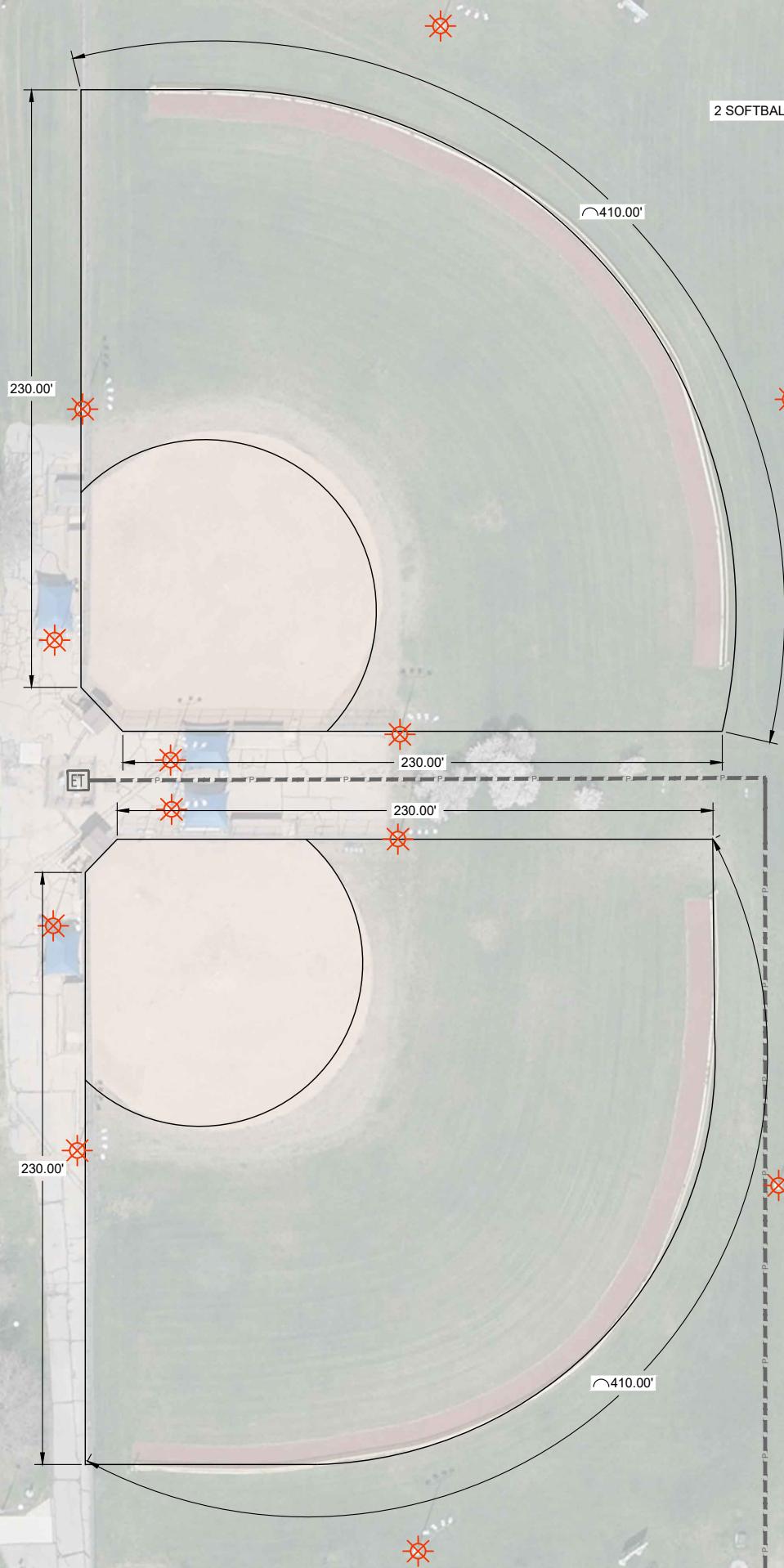
----- P EXISTING POWER CONDUIT

REMOVE EXISTING LIGHT

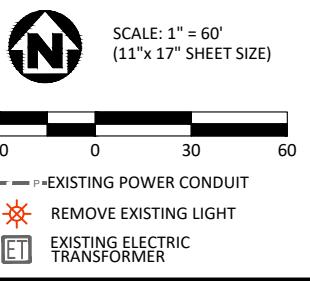
EXISTING ELECTRIC TRANSFORMER

SP1

NOTE:
THE SOFTBALL FIELDS MUST BE
ILLUMINATED TO AN AVERAGE OF 50
FOOTCANDLES IN THE INFIELD AND
30 FOOTCANDLES IN THE OUTFIELD.



2 SOFTBALL FIELDS



ALE: 1" = 60'
1"x 17" SHEET SIZE)

EXISTING LIGHT

EXISTING LIGHT ELECTRIC METER

WINDSOR PARK SPORTS LIGHTING RFP		PROJECT NUMBER: 25-020		SOFTBALL FIELDS SITE PLAN	
CITY OF OREM		COMMUNITY DEVELOPMENT		DESCRIPTION	
ENGINEERING DIVISION		DRAWN GTP		AUG 2025	
56 NORTH STATE ST		CHECKED TIN		AUG 2025	
OREM, UT 84057		REV	DATE	BY	

OREM

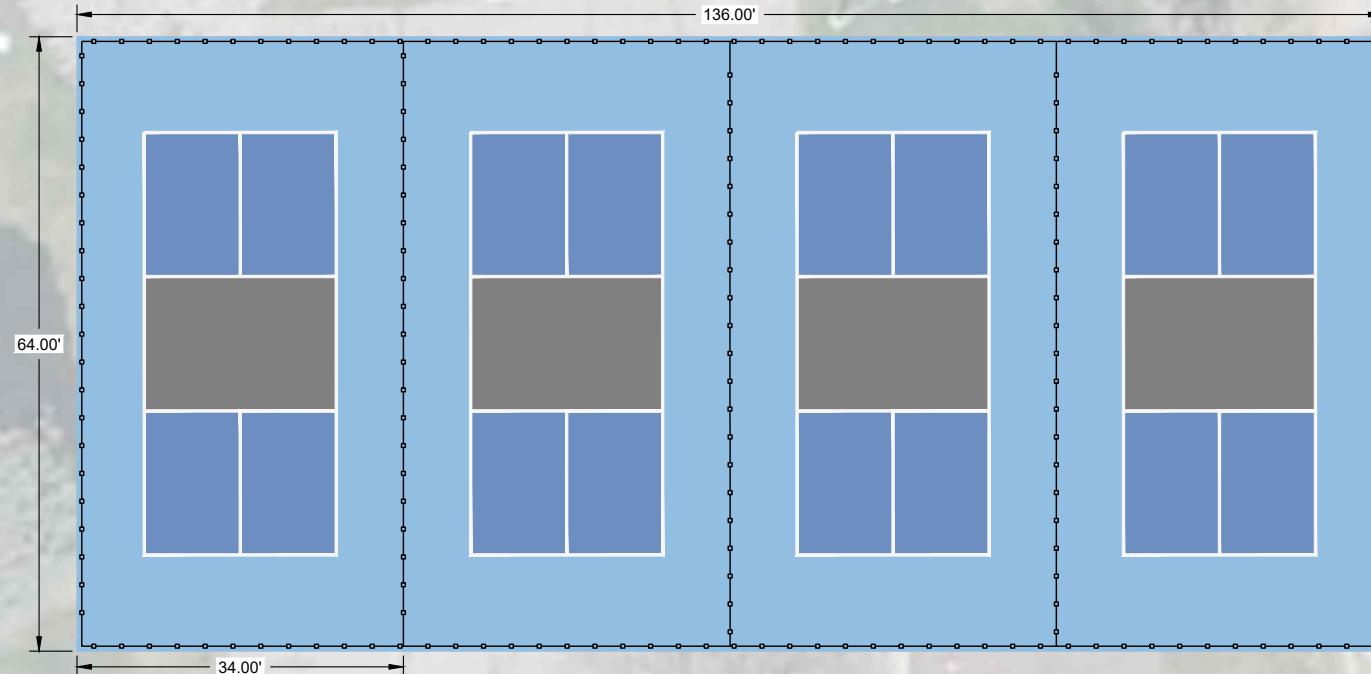
CITY OF
COMMUNITY DEVELOPMENT
ENGINEERING DEPARTMENT
166 NORTH STATE ST.
OREM, UT 84057

**ESOR PARK SPORTS LIGHTING REQUEST
PROJECT NUMBER: 25-020
SOFTBALL FIELDS SITE PLAN**

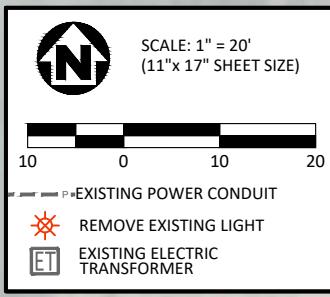
SP2

**NOTE:
THE PICKLEBALL COURTS MUST BE
ILLUMINATED TO AN AVERAGE OF 50
FOOTCANDLES PER COURT.**

4 PICKLEBALL COURT



1
1



SP3

WINDSOR PARK SPORTS LIGHTING RFP		CITY OF OREM	
PROJECT NUMBER: 25-020		COMMUNITY DEVELOPMENT ENGINEERING DIVISION 56 NORTHERN STATE ST OREM, UT 84057	
PICKLEBALL COURT SITE PLAN			
DESIGN	SFT	DRAWN	GTP
			AUG 2023
CHECKED	TUN		AUG 2025
REV	DATE	BY	DESCRIPTION

