



## ROY CITY

**Roy City Council Agenda**  
**May 19, 2015 – 6:00p.m.**  
Roy City Council Chambers  
5051 South 1900 West

Moment of Silence and Pledge of Allegiance: Councilmember Tafoya

1. Approval of May 5, 2015 City Council Minutes
2. Consideration of Resolution No. 15-1 Declaring Certain Property as Surplus and Authorizing its Sale
3. Consideration of Resolution No. 15-2 Approving Ambulance Transportation Rates and Charges
4. Consideration of a Request for Conditional Use Approval for a Drive up Window at Midland Market, an Existing C-Store, and Located at 3805 S. Midland Dr.
5. Consideration of an Agreement between Roy City and Briskey Mechanical, Inc. for Replacement of the Roy Recreational Complex Steam Boiler– Roy City Contract Number 2015-6
6. Consideration of an Agreement between Roy City and Baker Construction, LLC for the 4000 South Roundabout – Roy City Contract Number 2015-7
7. Consideration of Resolution No. 15-3 Approving an Interlocal Cooperation Agreement between Weber County Law Enforcement Agencies for the Ogden/Weber Civil Disorder Unit
8. City Managers Report
9. Public Comments
10. Mayor and Council Report
11. Adjourn

*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Administration Department at (801) 774-1020 or by email: [admin@royutah.org](mailto:admin@royutah.org) at least 48 hours in advance of the meeting.*

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AMY MORTENSON,  
ROY CITY RECORDER

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## MINUTES OF THE MAY 5, 2015, ROY CITY COUNCIL MEETING

1. Approval of the April 21, 2015, minutes
2. Presentation of Fiscal Year 2016 Budget
3. Consideration of an agreement between Roy City and RS Contract Management – Roy City Contract No. 2015-4
4. Consideration of Ordinance No. 1079 prohibiting the avoidance of Traffic Control Devices; Cutting Corners
5. Consideration of Resolution No. 1076 declaring certain property as surplus and authorizing its sale
6. Consideration of Ordinance No. 1080 amending Title 12 – Flood Control
7. City Manager's report
8. Public comments
9. Mayor and Council reports
10. Adjourn

Minutes of the Roy City Council Meeting held May 5, 2015, at 6:00 p.m. in the City Council Room of the Roy City Municipal Building.

The meeting was a regularly scheduled meeting designated by resolution. Notice of the meeting was provided to the *Standard Examiner* at least 24 hours in advance. A copy of the agenda was posted.

The following members were in attendance:

Mayor Pro-Tem Dave Tafoya  
Councilwoman Marge Becraft  
Councilman John Cordova  
Councilman Brad Hilton  
Councilwoman Karlene Yeoman

City Manager Andy Blackburn  
Secretary Michelle Drago

Excused: Mayor Willard Cragun and City Attorney Clint Drake

Also present were: Ross Oliver, Public Works Director; Carl Merino, Police Chief; Cathy Spencer, Management Services Director; Steve Parkinson, Planner; Robert Bergeson; Tyler Price; Gary Empey; James Hopkins; Makayla Kohl; Morgan West; Nicole Wood; Becca Flitton; Larry Jones; Ashley Tanner; Matthew Walworth; Ethan Shepherd; Braxton Nebeker; Jacob Bird; Ben Walworth; Brian Fowers; Greg Sagen; Alyssa Trobaugh; Braxton Dickson; Dustin Kearns; Boy Scout Troop 275; and Rachel Trotter.

Moment of Silence: Councilman Cordova

Pledge of Allegiance: Boy Scout Troop 275

#### 1. APPROVAL OF THE APRIL 21, 2015, MINUTES

**Councilman Hilton moved to approve the minutes of April 21, 2015, as written. Councilman Cordova seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted “aye.” The motion carried.**

#### 2. PRESENTATION OF FISCAL YEAR 2016 BUDGET

Cathy Spencer, Management Services Director; stated that the City Council had received a copy of the tentative Fiscal Year 2016 Budget. The budget included a slight, 2.21%, increase in sales tax, which would help with expenditures. There weren't any rate increases in the General Fund. There were a couple of areas with flat revenue – Recreation and Building Fees. There would not be an increase in the cemetery sales budget as all of the lots in the cemetery had been sold. There would be revenue from actual burials, but not from the sale of lots. Ms. Spencer said expenditures included three part-time positions – two in Public Works and one in Finance; a 2% COLA; and a 1% merit increase. Most of the requested capital had been funded. The City was continuing with the rotation of vehicles in the Police Department. In the Water Department, there was an increase in both the water and sewer fees. The City was

simply passing on rate increases from the contractors. The Capital Project Funds included the construction of North Park and the 1900 West Beautification Project. Ms. Spencer said that in the Garbage Fund, citizens would once again have the opportunity to opt out of the recycling program in June. She felt that this year the City would fall below the required 75% participation rate, which would result in a fee increase, which would affect the garbage and recycling rate. The increased garbage rate would affect all citizens whether they participated in the recycling program or not. As the rates increased, more citizens would opt out. It was a double negative. As long as the City provided an opportunity for people to opt out, they would do so, and the City would see increased garbage rates.

Ms. Spencer asked that the Council accept the tentative Fiscal Year 2016 budget for consideration and schedule a public hearing for June 2, 2015, at 6:00 p.m.

Councilman Cordova stated that he didn't see much of a difference in the garbage fees between those who participated in the recycling program and those who opted out. He felt there should be more of a difference to encourage people to participate in the recycling program. Ms. Spencer suggested that the increased garbage fees be spread only among those who opted out rather than across the board.

Councilman Tafoya asked that the administration provided a copy of Waste Management's contract to review during the Council's budget work session.

Councilman Cordova asked about using smaller recycling cans. Andy Blackburn said he would contract Waste Management to find out details about smaller cans.

Cathy Spencer stated that Waste Management did not charge a different rate for different size cans. The actual savings were in the decreased tipping fees.

Councilwoman Yeoman suggested including information about the recycling program in the City's newsletter. Waste Management was willing to send information to the City. Cathy Spencer said the City had a recycling handout it gave to new customers. It was also posted on the City's website.

Councilman Cordova said it came down to a lifestyle choice. Some chose to recycle; some did not.

**Councilman Cordova moved to accept the tentative Fiscal Year 2016 Budget for consideration and to set a public hearing for June 2, 2015, at 6:00 p.m. Councilwoman Yeoman seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted "aye." The motion carried.**

**3. CONSIDERATION OF ROY CITY CONTRACT NO. 2015-4 AN AGREEMENT BETWEEN ROY CITY AND RS CONTRACT MANAGEMENT**

Andy Blackburn stated that the City Council had discussed bringing on an economic consultant. Contract No. 2015-4 would approve an agreement with Randy Sant from RS

Contract Management. The agreement had been reviewed by both the City Attorney and himself. The agreement included a Termination of Convenience clause. He felt it was a good proposal.

Councilman Cordova felt the timing of the agreement was crucial. Randy Sant would soon be going to Las Vegas. If the agreement was approved, Roy City would be one of his clients. He would be able to speak for the City. He already had two meeting set up.

Councilman Tafoya said Randy Sant was a long time resident of Roy.

Councilman Hilton said the City had met with a few other consultants, but Randy Sant seemed like a natural fit at a good price.

Councilwoman Yeoman was encouraged that he already had two meeting set up.

**Councilman Hilton moved to approve Roy City Contract No. 2015-4, an agreement between Roy City and RS Contract Management. Councilwoman Becraft seconded the motion. A roll call vote was taken: Council members Yeoman, Hilton, Becraft, Tafoya, and Cordova voted "aye." The motion carried. (Copy filed for record).**

4. CONSIDERATION OF ORDINANCE NO. 1079 PROHIBITING THE AVOIDANCE OF TRAFFIC CONTROL DEVICES; CUTTING CORNERS

Andy Blackburn stated that the City Attorney had written Ordinance No. 1079 at the request of Councilman Cordova after he witnessed a traffic incident. The City determined that the State Code did not prohibit the avoidance of traffic control devices and City didn't either. If the Council approved Ordinance No. 1079 it would go into effect immediately.

Police Chief Carl Merino stated that he had reviewed the ordinance. The Police Department would not have a problem enforcing it. It was definitely a safety consideration.

**Councilwoman Yeoman moved to approve Ordinance No. 1079 prohibiting the avoidance of traffic control devices; cutting corners. Councilman Cordova seconded the motion. A roll call vote was taken: Council members Becraft, Tafoya, Cordova, Yeoman, and Hilton voted "aye." The motion carried. (Copy filed for record).**

5. CONSIDERATION OF RESOLUTION NO. 1076 DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE

Councilman Tafoya stated that Public Works wanted to surplus a 1993 Chevrolet, 2005 asphalt zipper, Whiteman concrete saw, and Graco Line Lazer II paint sprayer.

Councilwoman Becraft asked how the City would sell the saw and paint sprayer. Ross Oliver, Public Works Director, said they would be placed on KSL for the public to purchase.

**Councilwoman Becraft moved to approve Resolution No. 1076 declaring certain property as surplus and authorizing its sale. Councilman Hilton seconded the motion. A roll call vote was taken: Council members Cordova, Hilton, Tafoya, Yeoman and Becraft voted “aye.” The motion carried. (Copy filed for record).**

6. CONSIDERATION OF ORDINANCE NO. 1080 AMENDING TITLE 12 – FLOOD CONTROL

Steve Parkinson stated that a few months ago he was contacted by John Crofts from the Utah National Flood Insurance. Mr. Crofts informed the City that a new Flood Plain Map would be issued on June 2, 2015, and that the City needed to adopt or readopt new flood prevention measures to satisfy Code of Federal Regulations (CFR) 44 Section 60.3(b) before that date. Mr. Parkinson said he had compared Title 12 of the City Code with the new requirements in CFR 44. The amendments needed to make Title 12 comply with the requirements of CFR 44 were outlined in Ordinance No. 1080. Mr. Parkinson said that if the City did not readopt the federal regulations on or before June 2<sup>nd</sup>, the City would be suspended from the National Flood Insurance Program, and homes in the flood plain would not have flood insurance. There were about 12 homes in the flood plain. Title 12 was currently under the direction of the Public Works Director. However, all FEMA maps and questions regarding the maps were handled by the Planning and Zoning Office. The proposed amendments also changed which office was responsible for Title 12. The staff asked that the Council approve Ordinance No. 1080 as outlined.

Councilman Cordova asked where the flood plain in Roy was located geographically. Mr. Parkinson said it was northwest of Sandridge Junior High.

Councilman Tafoya asked that a copy of the flood plain map be attached to Ordinance No. 1080. Mr. Parkinson said he would attach a copy of the new Flood Plain Map to Ordinance No. 1080 when it arrived.

Councilman Hilton asked which section of Title 12 listed which office was responsible for its administration. Mr. Parkinson said it was located in Chapter 4.

Councilman Tafoya stated that one of the major flood problems in the City was the golf course. It was not in the flood plain. Would flood insurance help the homeowners along the west side of the golf course? Andy Blackburn said he would find out.

Councilman Cordova asked if the golf course pond was on City property or private. Mr. Blackburn thought it was located on the City's property. Ross Oliver said the pond was on the City property. Last year, the City put a drain line along the northwest end of the golf course and ran it to 5200 South.

Councilman Hilton thanked Steve Parkinson for his efforts to update Title 12.

**Councilman Cordova moved to approve Ordinance No. 1080 adopting the floodplain management measures of the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). Councilwoman Becraft seconded the motion a roll call vote was taken: Council members Hilton, Cordova, Becraft, Tafoya, and Yeoman voted "aye." The motion carried. (Copy filed for record).**

#### 7. CITY MANAGER'S REPORT

Andy Blackburn stated that the Comcast Cares Day on April 25<sup>th</sup> was very successful. There were over 500 hundred volunteers who helped clean up Sandridge Park and lay sod at Emma Russell Park.

Andy Blackburn stated that he met with the attorney who would be handling the annexation of unincorporated islands in Roy City. The paperwork would be completed before long. The attorney was working in conjunction with the City Engineer to make sure all of the legal descriptions were correct.

Andy Blackburn reported that the City was working on an agreement with Reagan Sign. He hoped to have something to present to the Council at the next meeting. Councilman Cordova asked if there would be an electric sign on both sides. Mr. Blackburn said there would be an electronic sign for southbound traffic only due to the cost.

Andy Blackburn said he met with Randy Jeffries from UDOT about the 1750 West Riverdale Road intersection. UDOT was having their engineers look at the intersection again. UDOT said they wouldn't do anything until they got in touch with the City. Councilman Tafoya asked that Mr. Blackburn contact Brent Litz about the intersection.

Andy Blackburn stated that he would be out of the office for the rest of the week; Clint Drake, City Attorney, and the Mayor would be out of town as well.

#### 8. PUBLIC COMMENTS

Brian Fowers, 2040 West 4350 South, stated that the City Manager never contacted him about the construction plans for North Park. Councilman Tafoya asked that Mr. Fowers contact Travis Flint, the Parks and Recreation Director.

#### 9. MAYOR AND COUNCIL REPORTS

Councilwoman Becraft reported that the lights for downtown had been delivered. The sign would be installed within 30 to 45 days. A Request for Proposal for the water feature by Harmon's was advertised. Unfortunately, no proposals were received. The City could re-advertise or sub the work out. Andy Blackburn said the City might be able to save money by subbing the work out. It seemed the sign contractors were leery of the waterfall feature. The City Engineer could contact the sign contractors directly.

Councilwoman Yeoman felt it would be best to sub the work out rather than wait any longer.

Councilwoman Yeoman asked about the status of the lights on 1900 West. Ross Oliver said the staff had met with UDOT and submitted the requested information, but the City still had not received a permit.

Councilman Hilton stated that last weekend there was a serious automobile accident in Roy involving an 11-year-old girl. She was thrown through the windshield. Roy's EMS responded very quickly, but could not establish an airway. They rushed her to the Davis ER on 5600 South. The team of doctors, nurses and Roy's EMS were able to stabilize her for a life flight to Primary Children's Hospital. She was now doing fine. This type of situation was exactly why the City brought the ER to Roy. The hospital received a letter from Primary Children's indicating that she would not have survived if the ER had not been there. Kudos to the Roy City EMS and police officers involved.

Councilwoman Yeoman stated that she would not be able to attend the next two Council meetings.

Councilman Cordova stated that several meetings ago Kim Dixon informed the Council about her plans to put up flags throughout Roy to honor the World War II veterans from Roy on Victory in Europe Day – Friday May 8<sup>th</sup>. Her plans had changed. All of the flags would now be displayed in front of the Fire Station from 8:00 a.m. to 8:00 p.m. He asked that the staff look into portable lights to light the flags.

#### 9. ADJOURN

**Councilwoman Yeoman moved to adjourn the Council meeting at 6:29 p.m. and convene a Redevelopment Agency Meeting. Councilman Hilton seconded the motion. Council members Becraft, Cordova, Hilton, Tafoya, and Yeoman voted "aye." The motion carried.**

Attest:

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Dave Tafoya  
Mayor-Pro Tem

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Amy Mortenson  
Recorder

**Resolution No. 15-1**

**A Resolution of the City of Roy City Council  
Declaring Certain Property as Surplus and Authorizing its Sale**

**WHEREAS**, the Roy City Fire and Rescue Department owns equipment or property that has exceeded its useful life and no longer serves the needs of the City, a list of which is attached here to as Exhibit “A” and incorporated herein by this reference; and

**WHEREAS**, the Fire and Rescue Department desires the equipment or property to be declared as surplus by the Roy City Council; and

**NOW, THEREFORE**, the Roy City Council does hereby resolve as follows:

The equipment/property described on the attached Exhibit “A” is declared surplus to the needs of the City. Staff is instructed to sell all items for the best available price or properly dispose of items that it is unable to sell.

Passed and adopted this 19 day of May, 2015.

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Willard Cragun, Mayor

Attest:

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Amy Mortenson  
City Recorder

Councilwoman Becraft \_\_\_\_\_

Councilman Cordova \_\_\_\_\_

Councilman Hilton \_\_\_\_\_

Councilman Tafoya \_\_\_\_\_

Councilwoman Yeoman \_\_\_\_\_

“Exhibit A”

<b>YEAR</b>	<b>MAKE / DESCRIPTION</b>	<b>MODEL</b>	<b>VIN / SERIAL NUMBER</b>
2008	Ford Chassis	F350	1FDWW37R58ED17927
2009	Ford Chassis	F350	1FDWF36R49EA94525
2004	Ford Chassis	F350	1FDWF36P35EB07953

**Resolution No. 15-2**

A Resolution of the Roy City Council  
Approving Ambulance Transportation  
Rates and Charges

**Whereas**, the Utah State Department of Health, Bureau of Emergency Medical Services, recently adjusted the rates that may be charged by service providers for emergency medical services in the State, and

**Whereas**, the Roy Fire and Rescue Department provides the emergency medical services regulated by the Bureau of Emergency Services, and

**Whereas**, the Fire and Rescue Chief, recommends the City Council adopt the fee adjusted rates to help offset a portion of the cost for providing these emergency medical services.

**Now, therefore, be it resolved** by the Roy City Council that the following rates for emergency medical services become effective July 1, 2015:

	<u>Current Rate</u>	<u>Order Rate</u>	<u>Increase</u>
Intermediate Ambulance	\$865.00	\$919.00	\$54.00
Advanced Life Support (Paramedic Transport)	\$1,265.00	\$1,344.00	\$79.00

Passed this 19<sup>th</sup> day of May, 2015.

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Willard Cragun  
Mayor

Attest:

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Amy Mortenson  
City Recorder

Voting:

Councilmember Marge Becraft \_\_\_\_\_  
Councilmember John Cordova \_\_\_\_\_  
Councilmember Brad Hilton \_\_\_\_\_  
Councilmember Dave Tafoya \_\_\_\_\_  
Councilmember Karlene Yeoman \_\_\_\_\_

## SYNOPSIS

### Application Information

Applicant: Sharan Multani  
Request: Request for Conditional Use approval for a drive up window at Midland Market, an existing C-Store.  
Address: 3805 South Midland Rive

### Land Use Information

Current Zoning: CC, Community Commercial  
Adjacent Land Use: North: Residential; R-3 zoning. South: Commercial/Residential; CC & RMH-I zoning.  
East: Residential; RMH-I zoning West: Agricultural; A-I zoning (West Haven)

### Staff

Report By: Steve Parkinson  
Recommendation: Recommends approving with conditions

## APPLICABLE ORDINANCES

- Roy City Zoning Ordinance Title 10, Chapter 15 (Conditional Uses)
- Roy City Zoning Ordinance Title 10, Chapter 17 (Table of Uses)

## PLANNING COMMISSION ACTION

The Planning Commission held a Public Hearing on May 12, 2015,

Bob Combes of Questar Gas wanted to make sure that their gas meter is still protected.

The Commission went through the DRC's review memo to mitigate some of the Planning issues.

Planning

- A-1 Noise from the window and cars. *The business will be open from 5 am to 11 pm, being closed during the night.*
- A-2 Combining of parcels. *The applicant has no problem combining the parcels, his Engineer will first look into the UDOT parcel to the south and then get things drawn up.*
- B-1 Needing elevations. *The Commission determined that elevations weren't needed because it is just a single window and no other changes proposed to the façade.*
- C-4 ADA ramp into building. *There are a couple already.*
- C-5 Parking stalls west of building. *It was determined to allow the 3 of the 4 stalls, and make them for compact cars only. The removal of the one was more to do with exiting the drive-up window than the location.*
- C-6 Dumpster enclosure. *It will be enclosed by using similar materials that exist onsite. The fencing to the north has chain-link with slats.*
- C-8 Distance between propane tank and parking stalls. *The applicants engineer will get the measurements and look at options to make things safer.*
- D-1 Will there be any lighting on north façade. *No new lights will be installed, there are some existing lights ad will be turned off at closing.*

After going through the above issues the Commission voted of 5-0 to forward to the City Council a recommendation to grant Conditional Use approval of a Drive up window for the Midland Market C-Store located at 3805 So. Midland Drive, with the conditions as outlined in report.

## BACKGROUND

The applicant is requesting Conditional Use approval for a Drive up window on the North of the exiting C-Store building. The building is currently approximately eleven (11) feet from the northern property line and the drive up window will be within this area. There is an existing multi-family residential development just to the north of the existing C-Store and currently there is no activity along the north side of this business.

The proposed drive up window will completely change the dynamics between the two (2) uses. Nothing is proposed to mitigate any potential issues, such as, but limited to, noise, and light just to name a few.

**Elevations:** No elevations were given for review therefore staff has not reviewed the proposed changes to the northern façade of this building. According to the plans submitted for the interior remodel, it appears that the only change to the exterior will just be a single window opening, with no other proposed changes to the façade.

**Site Plan:** Because of the inclusion of a drive up window lane, things have been shifted around to try and accommodate parking, dumpster enclosure, etc.. The attached DRC Memo dated May 7, 2015 has many concerns with the proposed site plan and will need to be addressed.

**Landscaping:** Currently there is no on site landscaping, and only off site (public right of way) landscaping being proposed. However staff feels that additional landscaping can be installed see the DRC review memo.

## CONDITIONS OF APPROVAL

1. Mitigate all mentioned and any potential impacts to the surrounding residential neighborhood.
2. Provide elevations of the north façade.
3. Requirements from each department as outlined within the DRC Review Memo dated May 7, 2015

## FINDINGS

1. The proposed Exterior changes can meet the minimum building standards as established in the Zoning Ordinance.
2. The proposed site plan improvements can meet the site design standards as established in the Zoning Ordinance with the conditions as outlined within this report.

## ALTERNATIVE ACTIONS

Approve, Approve with conditions, Table or Deny.

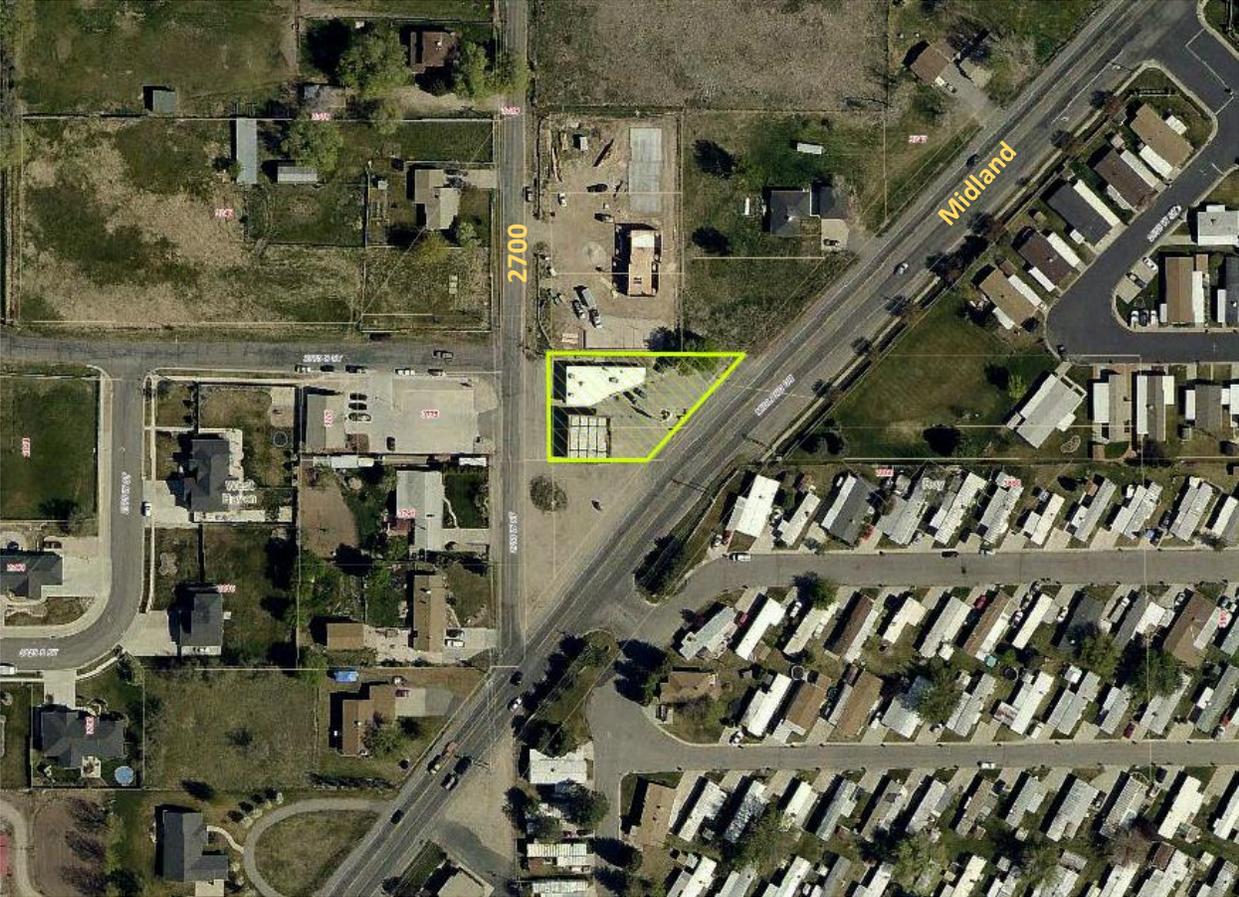
## RECOMMENDATION

Staff recommends that the Planning Commission *approve* the Conditional Use request for a Drive up window for the Midland Market C-Store located at 3805 So. Midland Drive, with the conditions as outlined in report.

## EXHIBITS

- A. Aerial Map
- B. Proposed Site Plan,
- C. DRC Review Memo – May 7, 2015
- D. Draft of the May 12, 2015 Planning Commission meeting

**EXHIBIT "A" – AERIAL MAP**







established 1937

## DEVELOPMENT REVIEW COMMITTEE

### REVIEW MEMO

Date: 7 May 2015

To: Sharan Multani  
Scott Nelson; CEC LLC

From: Steve Parkinson – Planning & Zoning Administrator   
Mark Miller – City Engineer  
Ross Oliver – Public Works Director  
Jeff Comeau – Deputy Fire Chief  
Ed Pehrson – Building Official  
Clint Drake – City Attorney

Subject: Midland Market (3805 S Midland Drive)

We have tried to address all items of concern with reference to all applicable City codes or for the general Health, Safety and Welfare of the public, however, this review does not forego any other items of concern that may come to our attention during additional reviews.

#### Engineering –

1. Inasmuch as utility services (water and sewer) exist and are not being changed, Roy City can accept them as-is if they are functional. The water meter should be checked for function.
2. It is unclear how the Market handles storm water run-off so it should be shown on the drawings.
3. Roy Water Conservancy District will need to approve the irrigation connection if new landscaping is proposed.

#### Public Works, Fire and Legal

1. No Comment

#### Building

1. There shall be a landing at the main door that is a minimum of 44" in the direction of travel.
2. There shall be a curb ramp installed not to exceed 1:12, 8.3 percent slope in the direction of travel with no more than 1:48, 2.08% cross slope.
3. The accessible parking stall for car parking spaces shall be 96 inches minimum in width.
4. Access aisles serving car and van parking spaces shall be 60 inches minimum in width.
5. Access aisles shall extend the full length of the parking spaces they serve.
6. Access aisles shall be marked so as to discourage parking in them.
7. Parking spaces and access aisles shall have surface slopes not steeper than 1:48, 2.08%.
8. Where accessible parking spaces are required to be identified by signs, the signs shall include the International Symbol of Accessibility. Such signs shall be 60 inches minimum above the floor

#### Planning

##### *A. General Comments*

1. How is the noise of the window and cars relating to the drive-up window, going to be mitigated from the residential dwellings to the north?
2. It appears that there are two separate parcels. The main building on one and the Canopy on another. These parcels need to be combined.
3. Are there plans to purchase the triangle piece from UDOT?

##### *B. Building Design Standards*

1. Need a northern building elevation. None was provide even with the remodeling building permit.

**C. Site Design Standards**

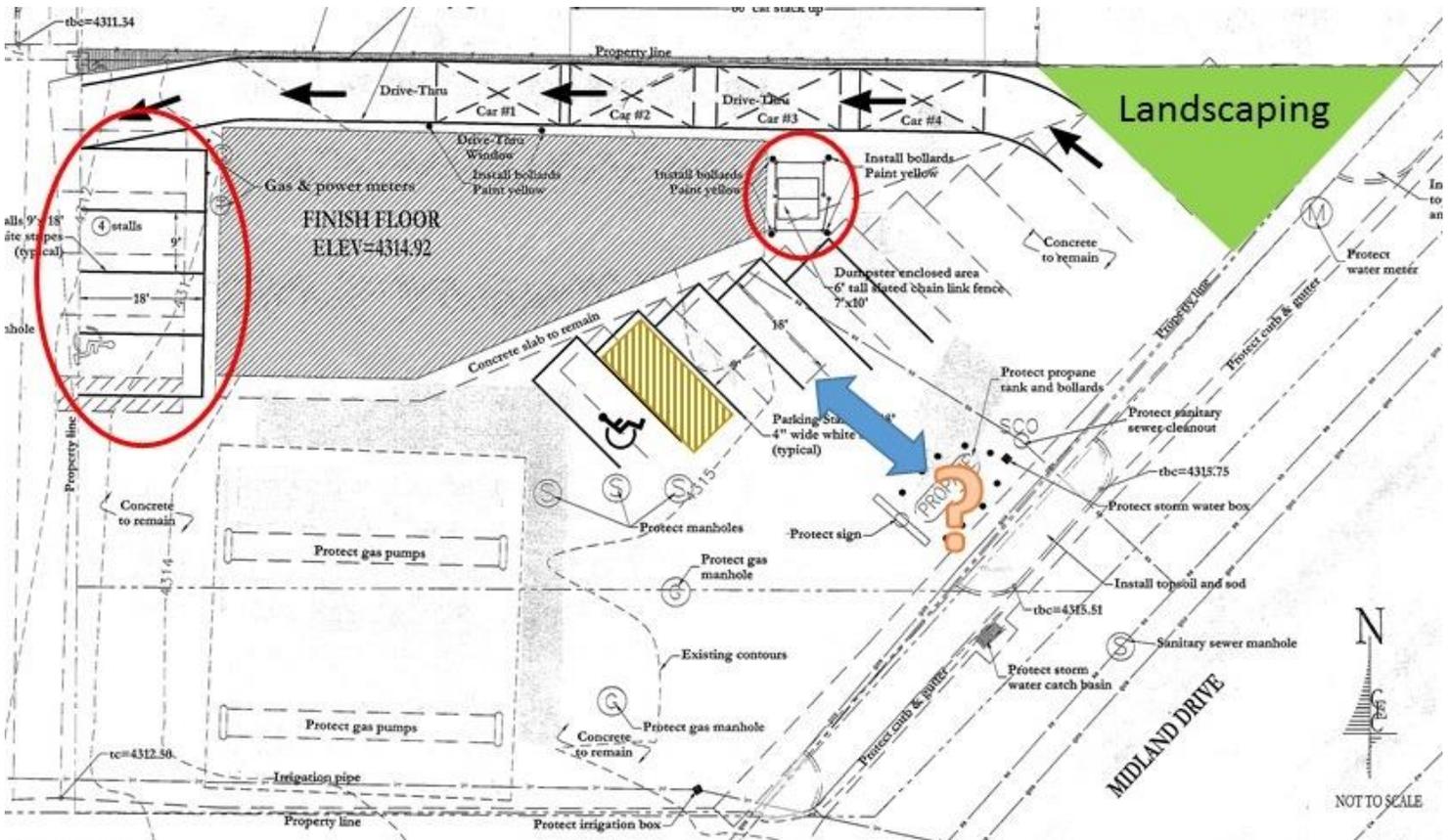
1. Parking stalls are to be 9' x 20', unless there is a six (6) foot wide walkway in front of the stall.
2. Wheel stops will need to be installed on all parking stalls.
3. The area next to the HC stall needs to have an area for loading and unloading.
4. Is there an ADA ramp to get into the building?
5. The parking stalls on the west portion of the property currently back onto a R.O.W. and/or park into the R.O.W., when was this approved?
6. Dumpster enclosure needs to be of similar materials and colors as the main building.
7. When did the propane tank get installed? There is no evidence of approval or inspections.
8. For safety there needs to be a minimum of 24' between the southeastern parking stalls and the propane tank area. Or angle the stalls to 60° to minimize the required distance. There was no scale on the drawing to determine. (see pic below)
9. Area to the northeast corner towards Midland, remove debris and install landscaping. (see pic below)

**D. Site Lighting Standards**

1. Will there be any lighting on the north elevation? If so, a photometric drawing will need to be provided.
2. If on a pole, will need to know the overall height and fixture style proposed to be used.

**E. Site and Building Sign Standards**

1. No additional signage is proposed at this time.



## EXHIBIT "D" – DRAFT OF THE MAY 12, 2015 PLANNING COMMISSION MINUTES

### 2. PUBLIC HEARING TO CONSIDERATION OF A REQUEST FOR APPROVAL OF A CONDITIONAL USE FOR A DRIVE UP WINDOW FOR THE MIDLAND MARKET CONVENIENCE STORE LOCATED AT APPROXIMATELY 3805 SOUTH MIDLAND DRIVE

Steve Parkinson stated that the City had received a request for approval of a conditional use for a drive up window for the Midland Mark Convenience Store located at approximately 3805 South Midland Drive. The applicants were proposing to put in a drive up window on the north side of the building. Traffic for the window would flow from east to west. The only physical change to the building would be the installation of the window.

Mr. Parkinson said seven parking spaces were required for the site. More than seven spaces were shown. There was enough parking to allow some flexibility. The staff felt the four parking stalls on the west side of the building were questionable. They backed onto or overlapped the public right-of-way; they were not shown on the original site plan; and they only 9'x18'. The Zoning Ordinance required parking spaces to be 9'x20'. The staff felt those stalls should be removed.

Mr. Parkinson said the staff was also concerned about the residential development to the north. The drive up window would completely change the dynamics between the convenience store and the apartments to the north. It would increase noise, light, and traffic along the north property line. The window would be open from 5:00 a.m. to 11:00 p.m. Closing the window during the night might help. The Planning Commission could limit the window hours to 7:00 a.m. to 10:00 p.m.

Mr. Parkinson said the staff had found that the proposed exterior changes could meet the minimum building standards as established in the Zoning Ordinance. The proposed site improvements could meet the site design standards as established in the Zoning Ordinance subject to the conditions recommended in the staff report. The staff recommended that the Planning Commission recommend that the City Council approve a conditional use for a drive up window for the Midland Market Convenience Store located at 3805 South Midland Drive subject to the applicant mitigating all mentioned and potential impacts to the surrounding residential neighborhood; providing elevations of the north façade; and complying with the requirements from each department outlined in the May 7, 2015, DRC review memo.

Chairman Kirch felt the drive through was too tight and suggested that the north parking space on the west side of the building being eliminated for safety reasons. There was a power pole on the northwest corner of the site that caused the drive through to swing to the side. If the parking space wasn't eliminated, a large vehicle would not be able to exit the drive through. She also suggested that bollards be put in the eliminated space to keep the drive lane open

Steve Parkinson felt that on site landscaping could also help define the drive lane.

Commissioner Ohlin asked how wide the drive lane was. Mr. Parkinson said it was 10 feet wide. She asked if there was a fence on the north property line. Mr. Parkinson said there was. She felt that if a vehicle could enter the drive lane it should be able to make it out. Mr. Parkinson felt large vehicles would struggle to exit the drive lane unless the adjacent parking stall was eliminated.

Commissioner Dandoy asked who owned the fence. Mr. Parkinson said the fence was on the property line. The convenience store owned one side; the apartments owned the other.

Chairman Kirch felt the vinyl slats in the chain link fence were added when the apartments were built.

**Commissioner Ohlin moved to open the public hearing at 6:11 p.m. Commissioner Stonehocker seconded the motion. Commission members Dandoy, Karras, Kirch, Ohlin, and Stonehocker voted "aye." The motion carried.**

Scott Nelson, CEC Engineering, stated that he was the civil engineer for the project. Sharan Multani and Harry Multani, 3330 South Midland Drive, said they were co-owners of the convenience store.

Scott Nelson said removing the parking space on the west side of the convenience store would not be a problem. He suggested that the remaining parking spaces be signed for small cars only.

Commissioner Dandoy asked if there would still be enough parking if one space was eliminated. Mr. Parkinson said there would. The site was required to have seven parking spaces. More than seven parking spaces were shown on the site plan.

Commissioner Ohlin asked if the handicap parking space was included in the total number. Mr. Parkinson said it was. Commissioner Stonehocker pointed out that it took two parking spaces to make one handicap parking stall.

Commissioner Dandoy asked if the applicants would entertain reducing the spaces on the west side. Mr. Nelson said they would. The space next to the drive lane would be hashed out. All of the other site improvements were simply refreshing what was there before.

Scott Nelson agreed with the staff comments. They would put in the bollard and put similar fencing around the dumpster.

Commissioner Dandoy asked if there would be curb, gutter, and sidewalk along Midland Drive. Mr. Parkinson said there would.

Commissioner Dandoy was concerned about how close the propane tank was to the sidewalk. Mr. Nelson said the applicants inherited the tank location. Commissioner Dandoy asked how far UDOT was encroaching on to the site. Mr. Nelson said they weren't encroaching.

Chairman Kirch asked about combining parcels. Mr. Nelson said the parcels were already combined. There was only one Tax ID Number. Steve Parkinson said the County's website showed a property line on Book 8 Page 405. Mr. Nelson said they would combine the parcels if there were two.

Steve Parkinson suggested that they also combine the UDOT parcel at the same time.

Sharan Multani stated that he was waiting to see if UDOT landscaped its parcel. If they did, he would offer to maintain it so he didn't have to pay the taxes. If it wasn't landscaped, he would try to acquire from UDOT. Scott Nelson said he would contact UDOT to see what their plans for the parcel were. Mr. Parkinson said he would contact the County to determine if the property was in one parcel or two.

Chairman Kirch asked about the window's hours of operation. Mr. Multani said it would be open from 5:00 a.m. to 11:00 p.m.

Chairman Kirch asked about lighting on the north side of the building. Mr. Multani said there were currently four lights. A sensor turned them on and off automatically. Chairman Kirch said the garage for the adjacent apartments was located along the north property line, which should help buffer the drive through. The drive lane would be lit while the window was open, and there wouldn't be any changes in the lighting. Mr. Multani said that was correct.

Commissioner Stonehocker stated that the applicant needed to resolve the concern about the propane tank. Mr. Parkinson said there needed to be 24 feet between the southeastern parking stalls and the propane tank area. If the parking stalls were angled sixty degrees the required distance could be minimized. Mr. Nelson felt turning the angle of the stalls would resolve the problems.

Commissioner Stonehocker asked about the accessible route. Scott Nelson said that if the handicap parking space was near the entry door it conformed to the ADA standards.

Chairman Kirch opened the floor for public comments.

Bob Comeaux, Questar Gas, was concerned about protection for the gas meter on the northwest corner of the building. The bollard proposed by the Planning Commission would help.

**Commissioner Karras moved to close the public hearing at 6:30 p.m. Commissioner Dandoy seconded the motion. Commission members Dandoy, Karras, Kirch, Ohlin, and Stonehocker voted "aye." The motion carried.**

**Commissioner Stonehocker moved to recommend that the City Council approve a conditional use for a drive up window for the Midland Market Convenience Store located at approximately 3805 South Midland Drive based on the staff's findings and subject to the staff's recommendations; the northwest parking stall on the west side of the building being eliminated; an accessible route; that the parking stalls be angled to allow the proper 24 foot clearance for the propane tank; that the parking stalls on the west side of the building be signed for compact cars only; that a bollard be installed to protect the gas meter on the northwest corner of the building; and subject to the comments in the May 7<sup>th</sup> DRC memo. Commissioner Dandoy seconded the motion. Commission members Dandoy, Karras, Kirch, Ohlin, and Stonehocker voted "aye." The motion carried.**



## Memorandum

**To:** Ross Oliver, Public Works Director  
Roy City Corporation

**From:** John Bjerregaard, P.E.  
Wasatch Civil Consulting Engineering

**Date:** May 7, 2015

**Subject: Recreation Complex Steam Boiler Replacement Project**

In response to our Request for Proposal for the subject project, proposals were received at 100 p.m. on May 6, 2015, at the Roy City Public Works Office. Three proposals were received ranging from \$79,939.00 to \$198,572.00. We recommend awarding the contract to **Briskey Mechanical, Inc.** for the amount of **\$79,939.00**.

If you agree with this recommendation, please have the Mayor sign the attached Notice of Award and Contract Agreement. Once notified, the Contractor will have 14 days to respond with the following:

1. Signed Contract Agreement
2. Acknowledgment of Notice of Award
3. Certificate of Insurance
4. Performance and Payment Bonds

When all of the required documents have been submitted, we will schedule a pre-construction meeting for the project and the Notice to Proceed will be issued to the Contractor at the meeting. Construction can commence thereafter.

# BRISKEY MECHANICAL INC.

2730 N. PARKLAND BLVD. #1  
PLEASANT VIEW, UTAH 84404  
PHONE: (801) 737-2812  
FAX: (801) 737-2814  
WWW.BRISKEYMECHANICAL.COM

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May 4, 2015

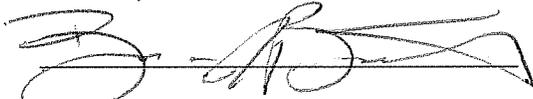
Attn: Roy City Corporation  
Re: Proposal Roy Complex Boiler Replacement

The proposed pricing to install boiler and boiler piping will be \$ 79,939.00 (Seventy-Nine Thousand Nine Hundred Thirty-Nine and 00/100 Dollars).

Our schedule to install will be determined on the estimated time of delivery for the Boiler. The Boiler we have included in our proposal is a Weil-Mclain 1888. The 10 business days specified time can be met, but the lead time on the Boiler is 8-10 weeks for the burner assembly. We can receive the steel in usually a 2-3 week time period and get it put in the Basement. This proposal includes demolition.

If you have any questions or concerns please feel free to contact us. Thank you for the opportunity to bid this work.

Sincerely,



Brady Briskey  
Estimator

# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **Briskey Mechanical, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of furnishings and installing a replacement low-pressure steam boiler (approximately 150 hp) in the Roy City Recreation Complex. The work also includes: Removing the existing boiler, completing steam, condensate, and outlet connections; completing connections to existing gas and electrical services; installing any external electrical devices and control wiring; and providing startup and owner training.

## ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

### **ROY RECREATION COMPLEX STEAM BOILER REPLACEMENT PROJECT**

## ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed by **within 14 days from the Notice to Proceed.**

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

## ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract

Documents an amount in current funds and at the prices shown in Contractor's Schedule of Values attached hereto.

**Contract Price of ..... \$79,939.00**

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

## **ARTICLE 6- PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).  
2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 7- INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

## **ARTICLE 8- CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposal.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9- CONTRACT DOCUMENTS**

### *9.01 Contents:*

A. The Contract Documents consist of the following:

1. This Agreement;
2. Engineering General Conditions noted as EJCDC No. 1910-8 (1996 Edition);
3. Supplementary Conditions;
4. Addendum Nos. (Not Applicable);
5. Exhibits this Agreement;
  1. Notice to Proceed;
  2. CONTRACTOR's Proposal;
  3. Documentation submitted by CONTRACTOR prior to Notice of Award;

4. CONTRACTOR's Schedule of Values;

6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;  
Work Change Directives;  
Change Order(s).

- B. The documents listed in paragraph 9.01A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

**ARTICLE 10- MISCELLANEOUS**

10.01 *Terms:* Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8 (1996 Edition)).

10.02 *Assignment of Contract:* No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

ROY CITY CORPORATION

BRISKEY MECHANICAL, INC.

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

## NOTICE OF AWARD

DATED: \_\_\_\_\_

TO: Briskey Mechanical, Inc.

ADDRESS: 2730 North Parkland Boulevard # 1, Pleasant View, UTAH 84404

PROJECT: Recreation Steam Boiler Replacement Project

You are notified that your proposal dated May 6, 2015, for the above Contract has been considered. Your proposal has been selected and you have been awarded a Contract for the Recreation Steam Boiler Replacement Project. The Contract Price of your Contract is Seventy-Nine Thousand Nine Hundred Thirty-Nine and 00/100 Dollars (\$79,939.00).

One copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions
5. Submit a Schedule of Values outlining in detail the costs for individual work items as presented in your proposal. Payment will be made based upon the approved schedule of values.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Roy City Corporation  
(OWNER)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: **Briskey Mechanical, Inc.**

ADDRESS: **2730 North Parkland Boulevard # 1, Pleasant View, UTAH 84404**

PROJECT: **Recreation Complex Steam Boiler Replacement Project**

You are notified that the Contract Times under the contract for the project listed above will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of completion is \_\_\_\_\_. Thereafter, liquidated damages will be assessed at the rate of \$200.00 per calendar day.

Before starting any Work at the Site, you must provide certificates of insurance to the owner, as required by the Supplementary Conditions. Also, you must notify the City's designated Public Works Inspector, prior to commencement of construction activities.

Roy City Corporation  
(OWNER)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)



## Memorandum

*To:* Ross Oliver, Public Works Director  
Roy City Corporation

*From:* John Bjerregaard, P.E.  
Wasatch Civil Consulting Engineering

*Date:* May 14, 2015

*Subject:* **4000 South Roundabout Project**

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In response to our Advertisement for Bid for the subject project, bids were received at 2:00 p.m. on May 13, 2015, at the Roy City Public Works Office. Five contractors responded with bids ranging from \$315,659.00 to \$495,294.00. The Engineer's Estimate was \$325,000.00. We recommend awarding the contract to **Braker Construction LLC** for the amount of **\$315,659.00**.

If you agree with this recommendation, please have the Mayor sign the attached Notice of Award and Contract Agreement. Once notified, the Contractor will have 14 days to respond with the following:

1. Signed Contract Agreement
2. Acknowledgment of Notice of Award
3. Certificate of Insurance
4. Performance and Payment Bonds

When all of the required documents have been submitted, we will schedule a pre-construction meeting for the project and the Notice to Proceed will be issued to the Contractor at the meeting. Construction can commence thereafter.



# 4000 South Roundabout Project

## Roy City Corporation

Bid Opening Date: May 13, 2015 Time: 2:00 p.m. Place: Roy City Public Works Building

	Description	Quantity	Units	Engineer's Estimate		Braker Construction, LLC		Post Construction		Staker & Parson Companies	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization:	1	L.S.	\$16,325.00	\$16,325.00	\$5,700.00	\$5,700.00	\$14,000.00	\$14,000.00	\$4,775.00	\$4,775.00
2	Traffic Control and Public Coordination:	1	L.S.	\$10,000.00	\$10,000.00	\$16,500.00	\$16,500.00	\$10,000.00	\$10,000.00	\$20,600.00	\$20,600.00
3	Remove Existing Asphalt Pavement:	3,130	S.Y.	\$2.00	\$6,260.00	\$2.70	\$8,451.00	\$3.15	\$9,859.50	\$6.25	\$19,562.50
4	Remove Existing Concrete Flatwork (6" Thick or Less):	6,770	S.F.	\$2.50	\$16,925.00	\$1.00	\$6,770.00	\$1.50	\$10,155.00	\$2.65	\$17,940.50
5	Remove Existing Curb & Gutter:	950	L.F.	\$2.50	\$2,375.00	\$5.00	\$4,750.00	\$4.35	\$4,132.50	\$6.80	\$6,460.00
6	Remove Existing Storm Drain Pipe (18" Diameter & Smaller):	40	L.F.	\$15.00	\$600.00	\$26.00	\$1,040.00	\$37.00	\$1,480.00	\$28.80	\$1,152.00
7	Remove Existing Concrete Catch Basin:	3	Each	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$425.00	\$1,275.00	\$665.00	\$1,995.00
8	Remove Existing Water Meter & Water Service to Corp Stop:	1	Each	\$200.00	\$200.00	\$500.00	\$500.00	\$770.00	\$770.00	\$770.00	\$770.00
9	Clear & Grub Vegetation & Topsoil:	1	L.S.	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,933.00	\$1,933.00
10	Relocate & Reconstruct Chain Link Fence:	1	L.S.	\$500.00	\$500.00	\$4,600.00	\$4,600.00	\$8,500.00	\$8,500.00	\$1,141.00	\$1,141.00
11	Relocate Mail Boxes:	5	Each	\$200.00	\$1,000.00	\$750.00	\$3,750.00	\$200.00	\$1,000.00	\$225.00	\$1,125.00
12	Temporarily Relocated Existing Signs:	1	L.S.	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$275.00	\$275.00
13	Relocate 8" Culinary Water Valve:	1	Each	\$1,200.00	\$1,200.00	\$1,775.00	\$1,775.00	\$2,900.00	\$2,900.00	\$4,373.00	\$4,373.00
14	Relocate 12" Secondary Waterline Valve:	1	Each	\$1,800.00	\$1,800.00	\$2,200.00	\$2,200.00	\$3,200.00	\$3,200.00	\$5,282.00	\$5,282.00
15	Relocate Water Meter & Replace the Culinary Water Service to the Main:	2	Each	\$1,200.00	\$2,400.00	\$2,600.00	\$5,200.00	\$1,900.00	\$3,800.00	\$2,223.00	\$4,446.00
16	Relocate Water Meter:	3	Each	\$500.00	\$1,500.00	\$600.00	\$1,800.00	\$775.00	\$2,325.00	\$1,230.00	\$3,690.00



# 4000 South Roundabout Project

## Roy City Corporation

Bid Opening Date: May 13, 2015 Time: 2:00 p.m. Place: Roy City Public Works Building

	Description	Quantity	Units	Engineer's Estimate		Braker Construction, LLC		Post Construction		Staker & Parson Companies	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
17	Relocate Curb Stop & Replace the Secondary Water Service to Water Main.	1	Each	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,425.00	\$1,425.00	\$1,685.00	\$1,685.00
18	Relocate Curb Stop:	1	Each	\$500.00	\$500.00	\$750.00	\$750.00	\$530.00	\$530.00	\$1,109.00	\$1,109.00
19	15" Storm Drain (RCP, Class 3):	70	L.F.	\$35.00	\$2,450.00	\$83.10	\$5,817.00	\$37.00	\$2,590.00	\$105.00	\$7,350.00
20	5' Dia. Storm Drain Manhole:	2	Each	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00	\$2,850.00	\$5,700.00	\$4,052.00	\$8,104.00
21	3'x6' Combo Box with Lid, Frame & Grate:	2	Each	\$4,000.00	\$8,000.00	\$3,700.00	\$7,400.00	\$3,000.00	\$6,000.00	\$3,215.00	\$6,430.00
22	2'x3' Catch Basin with Frame & Grate:	3	Each	\$2,000.00	\$6,000.00	\$2,050.00	\$6,150.00	\$2,100.00	\$6,300.00	\$2,289.00	\$6,867.00
23	Mountable 30" Wide Curb & Gutter:	255	L.F.	\$18.00	\$4,590.00	\$19.00	\$4,845.00	\$22.00	\$5,610.00	\$18.30	\$4,666.50
24	Standard 30" Wide Curb & Gutter:	870	L.F.	\$16.50	\$14,355.00	\$17.00	\$14,790.00	\$18.00	\$15,660.00	\$19.45	\$16,921.50
25	Curb Wall:	745	L.F.	\$17.00	\$12,665.00	\$16.00	\$11,920.00	\$15.00	\$11,175.00	\$12.65	\$9,424.25
26	4" Thick Concrete Flatwork (Sidewalks & Pedestrian Ramps):	3,850	S.F.	\$4.50	\$17,325.00	\$3.50	\$13,475.00	\$4.75	\$18,287.50	\$4.30	\$16,555.00
27	6" Thick Concrete Flatwork (Drive Approaches):	1,900	S.F.	\$6.00	\$11,400.00	\$4.50	\$8,550.00	\$5.50	\$10,450.00	\$5.45	\$10,355.00
28	4" Thick Stamped Concrete Flatwork (Park Strips):	340	S.F.	\$10.00	\$3,400.00	\$5.50	\$1,870.00	\$10.00	\$3,400.00	\$9.15	\$3,111.00
29	6" Thick Stamped Concrete Flatwork (Roundabout Apron & Pedestrian Islands):	3,070	S.F.	\$12.00	\$36,840.00	\$5.50	\$16,885.00	\$9.50	\$29,165.00	\$9.15	\$28,090.50
30	In-line Dome Tiles (Pedestrian Access Ramps & Safety Island):	12	Each	\$400.00	\$4,800.00	\$200.00	\$2,400.00	\$175.00	\$2,100.00	\$510.00	\$6,120.00
31	Asphalt Pavement (5" HMA / 6" UTBC / 7" GB):	2,510	S.Y.	\$35.00	\$87,850.00	\$33.70	\$84,587.00	\$40.25	\$101,027.50	\$39.50	\$99,145.00
32	Reconstruct Existing Manhole Cover:	5	Each	\$600.00	\$3,000.00	\$500.00	\$2,500.00	\$790.00	\$3,950.00	\$543.00	\$2,715.00



# 4000 South Roundabout Project

## Roy City Corporation

Bid Opening Date: May 13, 2015 Time: 2:00 p.m. Place: Roy City Public Works Building

	Description	Quantity	Units	Engineer's Estimate		Braker Construction, LLC		Post Construction		Staker & Parson Companies	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
33	Reconstruct Existing Valve Box:	1	Each	\$400.00	\$400.00	\$360.00	\$360.00	\$700.00	\$700.00	\$527.00	\$527.00
34	Video Inspection of Storm Drain Pipe:	320	L.F.	\$2.00	\$640.00	\$3.20	\$1,024.00	\$2.75	\$880.00	\$5.70	\$1,824.00
35	3" Dia. PVC Irrigation Service:	300	L.F.	\$10.00	\$3,000.00	\$20.00	\$6,000.00	\$17.00	\$5,100.00	\$6.60	\$1,980.00
36	Signs, Striping, & Roadway Markings:	1	L.S.	\$7,500.00	\$7,500.00	\$28,300.00	\$28,300.00	\$7,500.00	\$7,500.00	\$9,843.00	\$9,843.00
37	Landscaping & Irrigation System:	1	L.S.	\$25,000.00	\$25,000.00	\$20,150.00	\$20,150.00	\$30,000.00	\$30,000.00	\$52,800.00	\$52,800.00
38	Storm Water Pollution Prevention Plan Compliance:	1	L.S.	\$1,500.00	\$1,500.00	\$5,100.00	\$5,100.00	\$2,000.00	\$2,000.00	\$2,247.00	\$2,247.00
<b>TOTAL OF BID ITEMS</b>						<b>\$325,000.00</b>		<b>\$315,659.00</b>		<b>\$346,447.00</b>	<b>\$393,389.75</b>

- 4 Consolidated Paving & Concrete, Inc. \$452,612.55
- 5 ACME Construction, Inc. \$495,294.00

Project Engineer  
John Bjerregaard

# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **THE REDEVELOPMENT AGENCY OF ROY CITY** (hereinafter called OWNER) and **Braker Construction, LLC** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **ARTICLE 1- WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of demolition of the existing roadway intersection and construction of a new roundabout intersection. Construction of a new roundabout intersection includes: relocating existing utilities; reconstructing existing manholes; constructing concrete sidewalk, splitter curb, curb & gutter, catch basin inlets and storm drain piping; constructing hot mix asphalt surface course; and all related items and appurtenances as outlined in the Contract Documents.

## **ARTICLE 2-THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

### **4000 SOUTH ROUNDABOUT PROJECT**

## **ARTICLE 3- ENGINEER**

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## **ARTICLE 4- CONTRACT TIMES**

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed within **60** days following **Notice to Proceed**.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

## ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

### UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	Mobilization:	1	L.S.	\$5,700.00	\$5,700.00
2	Traffic Control and Public Coordination:	1	L.S.	\$16,500.00	\$16,500.00
3	Remove Existing Asphalt Pavement:	3,130	S.Y.	\$2.00	\$8,451.00
4	Remove Existing Concrete Flatwork (6" Thick or Less):	6,770	S.F.	\$1.00	\$6,770.00
5	Remove Existing Curb & Gutter:	950	L.F.	\$5.00	\$4,750.00
6	Remove Existing Storm Drain Pipe (18-inch Diameter and Smaller):	40	L.F.	\$26.00	\$1,040.00
7	Remove Existing Concrete Cath Basin:	3	Each	\$400.00	\$1,200.00
8	Remove Existing Water Meter & Water Service to Corp Stop:	1	Each	\$500.00	\$500.00
9	Clear & Grub Vegetation and Topsoil:	1	L.S.	\$3,000.00	\$3,000.00
10	Relocate and Reconstruct Chain Link Fence and Mow Strip:	1	L.S.	\$4,600.00	\$4,600.00
11	Relocate Mail Boxes:	5	Each	\$750.00	\$3,750.00
12	Temporarily Relocate Existing Signs:	1	L.S.	\$800.00	\$800.00
13	Relocate 8" Culinary Waterline Valve:	1	Each	\$1,775.00	\$1,775.00
14	Relocate 12" Secondary Waterline Valve:	1	Each	\$2,200.00	\$2,200.00
15	Relocate Water Meter and Replace the Culinary Water Service to the Main:	2	Each	\$2,600.00	\$5,200.00
16	Relocate Water Meter:	3	Each	\$600.00	\$1,800.00
17	Relocate Curb Stop and Replace the Secondary Water Service to Water Main:	1	Each	\$750.00	\$750.00
18	Relocate Curb Stop	1	Each	\$750.00	\$750.00
19	15" Diameter Storm Drain (RCP, Class 3):	70	L.F.	\$83.10	\$5,817.00

20	5' Diameter Storm Drain Manhole:	2	Each	\$2,000.00	\$4,000.00
21	3'x6' Combo Box with Lid, Frame and Grate:	2	Each	\$3,700.00	\$7,400.00
22	2'x3' Catch Basin with Frame and Grate:	3	Each	\$2,050.00	\$6,150.00
23	Mountable 30" Wide Curb and Gutter:	255	L.F.	\$19.00	\$4,845.00
24	Standard 30" Wide Curb and Gutter:	870	L.F.	\$17.00	\$14,790.00
25	Curb Wall:	745	L.F.	\$16.00	\$11,920.00
26	4" Thick Concrete Flatwork (Sidewalks and Pedestrian Ramps):	3,850	S.F.	\$3.50	\$13,475.00
27	6" Thick Concrete Flatwork (Drive Approaches):	1,900	S.F.	\$4.50	\$8,550.00
28	4" Thick Stamped Concrete Flatwork (Park Strip):	340	S.F.	\$5.50	\$1,870.00
29	6" Thick Stamped Concrete Flatwork (Roundabout Apron and Pedestrian Islands):	3,070	S.F.	\$5.50	\$16,885.00
30	In-line Dome Tiles (Pedestrian Access Ramps and Safety Islands):	12	Each	\$200.00	\$2,400.00
31	Asphalt Pavement (5" HMA / 6" UTBC / 7" GB):	2,510	S.Y.	\$33.70	\$84,587.00
32	Reconstruct Existing Manhole Cover:	5	Each	\$500.00	\$2,500.00
33	Reconstruct Existing Valve Box:	1	Each	\$360.00	\$360.00
34	Video Inspection of Storm Drain Pipe:	320	L.F.	\$3.20	\$1,024.00
35	3" Diameter PVC Irrigation Sleeve:	300	L.F.	\$20.00	\$6,000.00
36	Signs, Striping, and Roadway Markings:	1	L.S.	\$28,300.00	\$28,300.00
37	Landscaping and Irrigation System	1	L.S.	\$20,150.00	\$20,150.00
38	Storm Water Pollution Prevention Plan Compliance:	1	L.S.	\$5,100.00	\$5,100.00

TOTAL OF ALL UNIT PRICES **Three Hundred Fifteen Thousand Six Hundred Fifty-Nine Dollars and No Cents (\$315,659.00).**

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

**ARTICLE 6- PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment:* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

#### **ARTICLE 7- INTEREST**

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

#### **ARTICLE 8- CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings

of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**K. EQUAL OPPORTUNITY CLAUSE:**

1. The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on basis of race, religion color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, and as supplemented by regulations at 41 CFR part 60, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

2. The CONTRACTOR will include these Equal Opportunity provisions in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each sub-contractor or vendor.

L. CERTIFICATION ON NON-SEGREGATED FACILITIES: The CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees to perform their services at any location, under his control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for

employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed sub-contractors for specific time periods) he will obtain identical certifications from proposed contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; and that he will retain such certifications in his files.

## **ARTICLE 9- CONTRACT DOCUMENTS**

### **9.01 Contents:**

- A. The Contract Documents consist of the following:
  - 1. This Agreement;
  - 2. Engineering General Conditions noted as DJDC No. 1910-8 (1996 Edition);
  - 3. Supplementary Conditions;
  - 4. Exhibits this Agreement;
    - 1. Notice to Proceed;
    - 2. CONTRACTOR'S Proposal;
    - 3. Documentation submitted by the CONTRACTOR prior to Notice of Award;
  - 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - Written Amendments;
    - Work Change Directives;
    - Change Order(s).
- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.
- E. The sponsor, the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives shall have access to any books, Contract Documents, papers and records of the Contractor which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

## **ARTICLE 10- MISCELLANEOUS**

10.01 *Terms:* Terms in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8 (1996 Edition)).

10.02 *Assignment of Contract:* No assignment by a party hereto of any rights under or interests in the Contract will not be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent

(except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns:* OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on August 18, 2008 (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

THE REDEVELOPMENT AGENCY  
OF ROY CITY

BRAKER CONSTRUCTION, LLC

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**NOTICE OF AWARD**

DATED: May 19, 2015

TO: Braker Construction LLC

ADDRESS: 904 South Main, Pleasant Grove, UTAH 84062

PROJECT: 4000 South Roundabout Project

You are notified that your Bid dated May 13, 2015, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the 4000 South Roundabout Project. The Contract Price of your Contract is Three Hundred Fifteen Thousand Six Hundred Fifty-Nine Dollars and No Cents (\$315,659.00).

Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

One copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

The Redevelopment Agency of Roy City  
(OWNER)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: Braker Construction LLC

ADDRESS: 904 South Main, Pleasant Grove, UTAH 84062

PROJECT: 4000 South Roundabout Project

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_  
\_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Completion is \_\_\_\_\_  
\_\_\_\_\_. Thereafter, liquidated damages will be assessed at the rate of \$200.00 per calendar day.

Before starting any Work at the Site, you must provide certificates of insurance to the owner, as required by the Supplementary Conditions. Also, you must notify the City’s designated Public Works Inspector, prior to commencement of construction activities.

The Redevelopment Agency of Roy City  
(OWNER)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

**Resolution No. 15-3**

A Resolution of the Roy City Council  
Approving an Interlocal Cooperation Agreement between  
Weber County Law Enforcement Agencies for the Ogden/Weber Civil Disorder Unit

**WHEREAS**, jurisdictions within Weber and Morgan Counties have experienced within their jurisdictions a need for a special response unit to deal with and neutralize threats created by civil unrest, violent protests and other unique or unusual law enforcement problems;

**Whereas**, the parties' standard police operations are not always adequately prepared or capable of dealing with and neutralizing civil unrest, violent protests and other unique or unusual enforcement problems; and

**WHEREAS**, an effective law enforcement response to these types of dangerous situations requires experienced law enforcement officers with extensive training; and

**WHEREAS**, the most effective and cost efficient way to provide such a response is through a multi-jurisdictional and multi-discipline unit; and

**WHEREAS**, 11-13-101 et seq., Utah Code Annotated, 1953, as amended, also known as the Utah Interlocal Cooperation Act authorizes public agencies to enter joint agreements for the promotion of police protection; and

**WHEREAS**, all of the parties to the Agreement are public agencies as defined by the Interlocal Cooperation Act.

**NOW THEREFORE**, be it resolved that the Roy City Council approves the attached Interlocal Agreement for the Ogden/Weber Disorder Unit and authorizes the Mayor to execute the agreement on behalf of Roy City.

Passed and adopted this 19 day of May, 2015.

\_\_\_\_\_  
Willard Cragun, Mayor

Attest:

\_\_\_\_\_  
Amy Mortenson  
City Recorder

Councilwoman Becraft \_\_\_\_\_  
Councilman Cordova \_\_\_\_\_  
Councilman Hilton \_\_\_\_\_  
Councilman Tafoya \_\_\_\_\_  
Councilwoman Yeoman \_\_\_\_\_