

Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
Paul Cozzens
Terri W. Hartley
Craig E. Isom
Fred C Rowley

City Manager
Rick Holman

CITY COUNCIL WORK MEETING
JULY 20, 2016
5:30 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider approval of the Vicinity Plan for the Mountain Vista Phase 1 Planned Unit Development (PUD). Carter Enterprises/Kit Wareham
 2. Consider creating no parking zones on both sides of Western View Drive. JP Melchior/Kit Wareham
 - Staff
 3. Consider approval of Contract & Notice to Proceed between Cedar City & Nichols Building, LLC. for Airport Improvement Project (AIP-31). Jeremy Valgardson
 4. Review bids for the Main Street Monterey Drive to 800 South light replacement project. Kit Wareham
 5. Review bids for the 2017 materials testing blanket contract. Kit Wareham

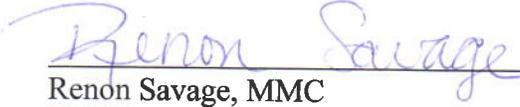
Dated this 18th day of July, 2016.



Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 18th day of July, 2016.



Renon Savage, MMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

**CEDAR CITY
COUNCIL AGENDA ITEM |
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: July 6, 2016

SUBJECT: Vicinity Plan for the Mountain Vista P.U.D. Phase 1

Discussion: The subject PUD vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached are a copy of the PUD's Vicinity Plan and Project Analysis. As required in the City's subdivision ordinance once the Planning Commission recommends a PUD vicinity plan for approval, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval. The following is some general information concerning the subject PUD:

Developer-	Carter Enterprises, Inc.
Subd. General Location-	820 South 60 West (Below the South Flood Control Dikes)
Area Land Use/Zone-	Medium Density Residential/R-3M
Number of Lots-	10
Lot Size Range-	9,000 to 27,000 Square Foot Duplex and Apartment Lots
Misc. Information-	This development is in an area that has experienced significant settling problem due the poor soils. The PUD was originally proposed as a subdivision but was changed to a PUD to avoid installing City owned improvements (water, sewer and streets) that would have high maintenance costs.

The flood zone is AO and they would need to build accordingly unless they wait until the City completes Phase 3 of the Coal Creek Channel, which would then take that area out of any flood plain.

Bob said this has been approved by the Engineering office and all the deeds are prepared, signed and all is ready to go. Kit also said everything was okay.

Jennie moved to approve the minor lot along North Cedar Boulevard, Jill seconded the motion and the vote was unanimous.

**3- PUD- Vicinity Mountain Vista Phase 1 Carter Ent./ Platt & Platt
(Recommendation) 820 S at 50 W**

Bob Plat presented and said 3 months ago this came to the Planning Commission as a regular subdivision. Kit basically said the City was not willing to accept this as a City street so they are now doing this as a PUD where all interior infrastructure would be privately owned. He pointed out what would be phase 1 on the map. The idea is to build 8-plexes on the upper two lots. The others would have twin homes. They have a very extensive soils report and the only City improvements will be along 820 South.

Kit said there are other requirements as they go along like the need to have a block wall fence around on the east line. Part of the PUD will have to have 20' setbacks in the rear in order to have 100' from the street on both sides.

Kit said all utilities can be private within this PUD. They will have a main water vault on 820 South so the City can read the water meter.

Bob said it looked like some people who live in trailside were here as everyone within 300' of this project were sent notice of this meeting. There was a sign also placed on the property of this future development.

Jennie thought there were some major concerns the last time they looked at developing this area. Kit said the City staff did not want to have City streets developed in the area but as long as they do this as a PUD and all inside the development is privately owned, the City has no problem.

Jennie moved to give a positive recommendation to City Council for this PUD; seconded by Ray and the vote was unanimous.

Julie Dennett a resident of the Trailside PUD bought in there in 2015. She lived there just 6 months and it is now having major settlement problems. She feels they did not build properly at the time and would hate to see anyone else get into the situation she is in having a house you cannot live in due to all the structural problems. She feels it should be up to the developers to get the proper soils testing done, have the buildings engineered so they will hold up. They have placed piers under some of the buildings now and she feels that anything built in this area should be built with piers.

She wonders what recourse she has now. Kit said that the City gave all their input and opinions in the meetings with the attorneys and it was all said there.

She was told that all buildings still have to pass all the current building codes no matter if they are private or not.

4- Subd.- Vicinity
(Recommendation)

110 W 820 S
Mountain Vista/ 3 Phases

Carter/ Platt & Platt

Bob Platt pointed out the area now owned by the Carters. He has a layout of the whole subdivision and they will begin with the furthest north area as Phase 1. They have two larger parcels they plan to put 8-plexes on and the rest would be duplex lots. They all know the soils are bad in this area. The zoning and the layout they propose all work. The worst soils are further to the south so the north area or phase 1 should be better.

Kit wanted to give all a little history of the soils in Cedar City. As part of this subdivision they would want to dedicate the road to the City and have the City maintain it. There are areas in Cedar City where the soils have subsidence problems. There are two main areas. Highland Park was platted back in 1973 and around the late 70's and 80's homes were built in that area. It was quite an economic impact on those home owners and the City. Many homes needed to be moved off the bad soils and some of those lots were given to the City so one could buy them again. They went through the same problems. Only 2 homes there belong to the City. The City requested the State to look at the soils conditions. In 1978 just after that, the Utah Geological and Survey came in and did a complete study of Cedar City and came up with a map. Kit brought up that map and showed different areas and the definitions of the different soils. This area came out to be a highly susceptible area. That area takes in the cemetery, along North Main and lots of the golf course. There is also a little by the north I-15 interchange. They have seen the effects of those soils there. That interchange has been there less than 15 years and not long after it was built the road up to the overpass settled away from that structure. They have put layers of asphalt to keep that even. That has created a roller coaster effect along the on ramps. There are affects like that all over town. It costs people and the City lots of money to maintain. UDOT has enough funds to be able to solve the problems there at that interchange. The Sunrise Subdivision was platted in the same time period and this new submission is being proposed in that same area. They have had similar problems. Homes have been moved out, an old rest home had many issues. Unfortunately, these areas are problem areas and people try to develop in them. They tried to do that in Sunrise in 2007 – 2008 and it all settled. The City is responsible to maintain the roads. There have been homes affected. Lots of problems have occurred to both the homeowners and the City in this area.

Kit showed different photos of these areas and the settlement problems. (See attachment #1) A parking area where the asphalt is only 3-4 years old and has settled. A cross gutter that has been patched many times. Curb and gutter along 110 West all settled. More photos along 170 West and sidewalk all broke up due to the settlement problems. This is all the City Street and the City is responsible to keep that functioning.

Kit was not sure they could recommend doing a regular subdivision in this area with the subsidence problems. If they are looking to put in apartments, they just need to develop it all as an apartment complex or develop it as a PUD then the owners in that PUD would be responsible to take care of the roads. It would not be wise to allow a regular subdivision in this area where the City needs to maintain the entire infrastructure.

Jennie said, then that there was no problem letting them develop this property, but because of the subsidence in the area, they don't feel this should be approved as a subdivision but more like just an apartment complex or a PUD.

Jeff Hunter the City Street Superintendent knows very well the problems they have had in this part of town.

Bob will let his client know that the City Staff is more in line with them doing a private development or PUD in this area rather than a regular city subdivision.

Kit went on to tell all about the latest development in the area, how they over excavated all the soils 10' then brought it all back in and re-compacted it. They did the roads and over excavated all building footings 4' to 8' deep and that still did not work. He has not seen any solution to the problems in this area. The City would not want to have to maintain any of this infrastructure that settles.

Paul gave examples of other apartment complexes in town and other PUD's where the City street stops at the entrance of that development.

Jill wondered then if they should just give the City council a negative recommendation.

Craig said they are just protecting these developers and the City wants none of the liability.

Jill wanted to recommend that they do a privately owned development where the City had no responsibility for the infrastructure in this area.

Bob pointed out that the staff is recommending that they develop this area so the City did not need to maintain the infrastructure.

His clients are well aware of the soils problems in this area. They need to rely on the soils engineers and go with what can be done there.

Bob also stated that others have done things according to the soils recommendations and that has not worked.

Kit said they even mentioned elliptical piers under the buildings but that cannot be done under the roads, water or sewer lines and they would still have settlement problems.

Jennie moved to give a negative recommendation to the City Council and not have the City obligated to maintain any of this. If the owners want to do something with the property, they have the right, but they can do things privately and not have any city streets. Jill seconded the motion and the vote was unanimous.

II. Staff Items

1- Property Trades with Coal Creek Irrigation Company on Kit Wareham Coal Creek Road Project (Recommendation)

Kit said the City was doing a large project along Coal Creek Road. They will re-build this road from Main Street to 1045 North then over the bridge to Kitty Hawk Drive. The first phase will be this summer from Main Street to 1045 North. The next phase is to re-construct the bridge that goes over I-15 and widen that and put in some fill. The last phase will not be until about 2020 to put in improvements over that bridge and tie the road to Kitty Hawk Drive where it will be modified. It currently goes directly into Bulldog Road and will then go directly into Kitty Hawk Drive which is a more direct approach to the Airport. For this project the City has been acquiring the right-of-way for this first phase. They have acquired most of it but some from Coal Creek Irrigation company that

NOTES:

1. PROPERTY IS ZONED R-3-M (DOWELLING, MULTIPLE UNIT).
2. PROPERTY IS LOCATED IN FLOOD ZONE C. AREA OF MINIMAL FLOODING. SOURCE OF INFORMATION: FLOOD INSURANCE RATE MAP, CEDAR CITY, IRRON COUNTY, UTAH, OCTOBER 1984. NUMBER 4300A (00A) BY EFFECTIVE DATE: OCTOBER 1984.
3. PROPOSED P.U. IS 80.151.
4. THE AREAS WITHIN THIS VICINITY MAP ARE CLASSIFIED AS SUSCEPTIBLE SOILS. ALLEGED SOILS LIKELY TO BE MODERATELY THICK TO THICK LAYERS OF CLAY AND SILT. TEST HOLE DEPT. 100 FEET. MINIMUM DEPTH INTO SOIL UP AT LEAST 10 FEET. INVESTIGATION IS REQUIRED PRIOR TO DEVELOPMENT.
5. THIS P.U. IS NOT LOCATED WITHIN ANY AIRPORT OVERLAY ZONES.
6. WATER AND SEWER MAINS TO BE CONNECTED TO EXISTING MAINS IN 820 SOUTH STREET.
7. THE INTENT OF THIS DEVELOPMENT IS TO CONSTRUCT APARTMENTS AND TOWNHOMES ANTICIPATED THAT SINGLE FAMILY HOMES WILL BE CONSTRUCTED AS PART OF THIS PROJECT.
8. 10" DIAMETER AND 6" DIAMETER DUCTILE IRON WATER LINES ARE LOCATED IN 820 SOUTH STREET. THE 10" WATER TANKS ARE LOCATED IN THE PROJECT AREA. IT IS ANTICIPATED THAT THIS PROJECT WILL BE CONNECTED TO THE 6" WATER LINE. ALL UTILITIES TO BE LOCATED WITHIN THE PROJECT ARE TO BE COORDINATED WITH THE CITY WATER SUPERINTENDENT, ROB MITCHELL, AND THE CITY ENGINEER'S OFFICE.
9. IT IS ANTICIPATED THAT TOWN HOMES WILL BE CONSTRUCTED ON LOTS 2-9 AND THAT 8 UNIT APARTMENTS WILL BE CONSTRUCTED ON LOTS 10-17. THE PROJECT AREA IS TO BE USED FOR USE BY ALL OWNERS WITHIN THE P.U. INDIVIDUAL LOTS AT THE TIME OF DEVELOPMENT IN ACCORDANCE WITH ACQUIRE CITY STANDARDS.
10. A 6 FOOT TALL MASONRY FENCE IS REQUIRED AROUND THE PERIMETER OF THE P.U. WITH COMPLIANT SITE TRIANGLES.
11. THERE WILL BE NO CITY DEDICATED AREA WITHIN THIS P.U.
12. PRIVATE STREETS ARE COMMON AREAS THAT ARE SUBJECT TO EASEMENTS FOR UTILITIES.
13. PROJECT AREA: 361 ACRES IS LESS THAN 84 ACRES ARE THEREFORE MAXIMUM ALLOWABLE UNITS IS LESS THAN 86. TOTAL NUMBER OF PROPOSED UNITS EQUALS 36. THEREFORE, MAXIMUM UNITS PER ACRE: 1.0 PER ACRE. TO BE LOCATED ON THE LOT.

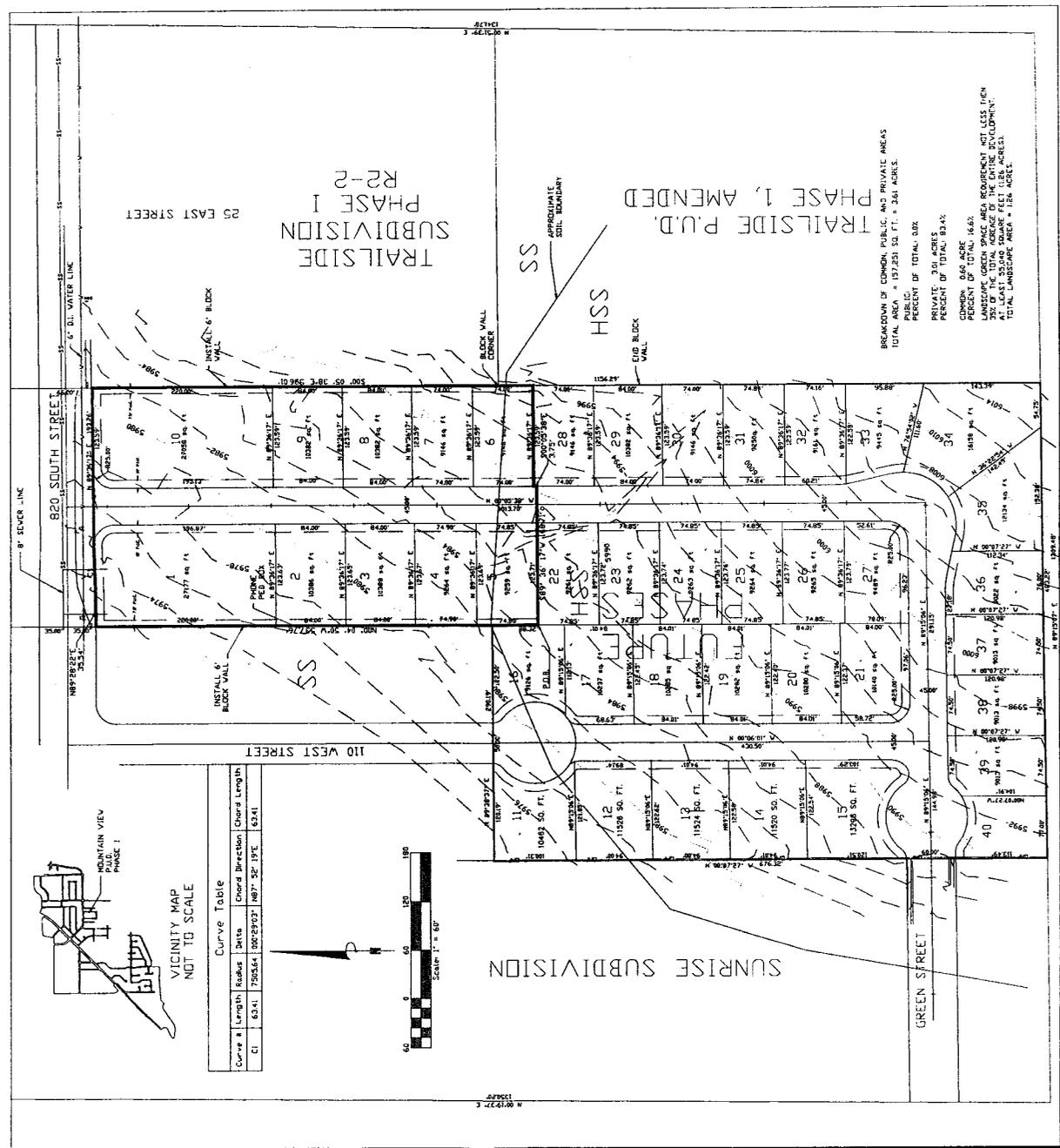
PROPERTY OWNERS: CARTER ENTERPRISES, INC.
 C/O CURTIS CARTER OR CHAD CARTER
 100 WEST 100 EAST, CEDAR CITY, UTAH 84202
 PHONE: 435-586-9841

LEGAL DESCRIPTION
 BEGINNING AT A POINT WHICH IS SITUATED 67.75 FEET ALONG THE WEST LINE OF SECTION 23, TOWNSHIP 36 SOUTH, RANGE 11 WEST, 35TH MERIDIAN, S40°00'00"W, 27°44'30"E, 355.4 FEET TO A POINT OF CURVE, THENCE AROUND THE ARC OF A CURVE WITH THE CHORD OF SAID CURVE BEARS N 87°42'19" E, 684.1 FEET, THENCE N 89°36'17" E, 193.26 FEET, THENCE S 89°36'17" W, 168.73 FEET TO THE POINT OF BEGINNING. CONTAINS 351 ACRES OF LAND.

VICINITY MAP
 MOUNTAIN VISTA P.U.D.
 PHASE I
 WITHIN THE NE 1/4, NW 1/4 SECTION 23,
 T. 36 S., R. 11 W., S.11 B. & M.

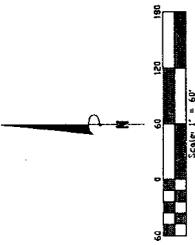
BY: PLATT AND PLATT, INC.
 CONSULTING ENGINEERS & SURVEYORS
 195 NORTH 100 EAST, CEDAR CITY, UTAH 84202
 P.O. BOX 398 CEDAR CITY, UTAH 84202
 PHONE: 435-586-6151

DRAWN BY: K.L. NELSON
 DATE: APRIL, 2016
 SCALE: 1" = 60'
 SHEET: 1 OF 1
 DRAWING NAME: C:\2016\CARTER ENTERPRISES\SEC 23_36_11.dwg



Curve Table

Curve #	Length	Radius	Delta	Chord	Direction	Chord Length
C1	63.41	758.64	100.29023	107.32	19E	63.41



BREAKDOWN OF COMMON, PUBLIC, AND PRIVATE AREAS
 TOTAL AREA = 197,251 SQ. FT. = 361 ACRES
 PERCENT OF TOTAL O.D.
 PRIVATE = 201 ACRES
 PERCENT OF TOTAL 55.7%
 COMMON = 84.5 ACRES
 PERCENT OF TOTAL 23.4%
 LANDSCAPE GREEN SPACE AREA REQUIREMENT NOT LESS THAN 3% OF THE TOTAL COVERAGE OF THE ENTIRE DEVELOPMENT.
 TOTAL LANDSCAPE AREA = 124 ACRES.

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 2
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Kit Wareham

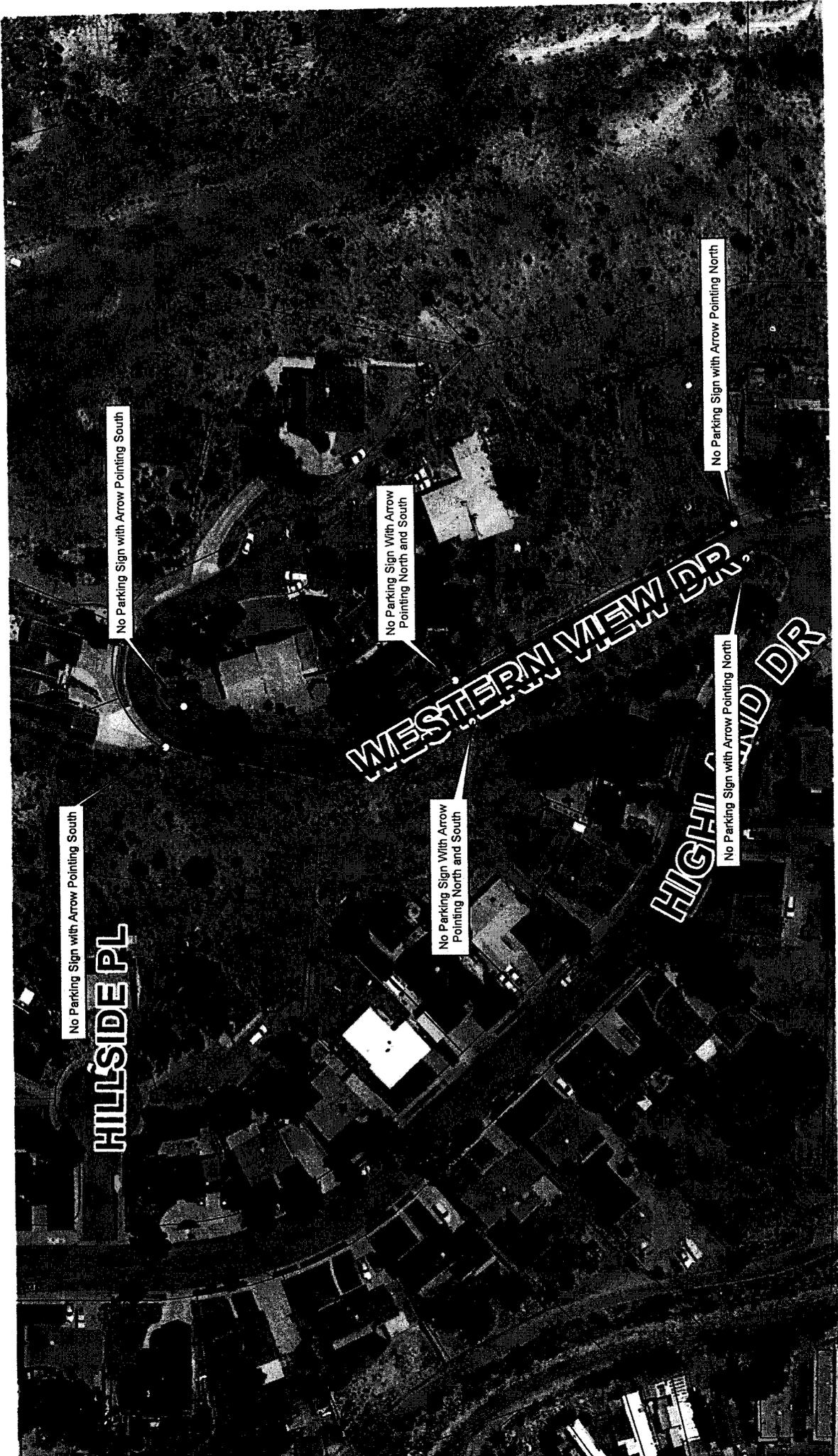
Council Meeting Date: July 20, 2016

Subject: **Consider an amendment to the City Traffic Ordinance to Establish a “No Parking” Zone on Western View Drive.**

Discussion: In the last two City Council meetings citizens on Western View Drive have requested that No Parking Zones be established on both sides of Western View Drive as shown on the attached map. Western View Drive has a substandard drivable width of 22.5 feet, face of curb to face of curb. This width would not allow for 2-way traffic with cars parked on one side of the street and the street would be completely blocked with cars parked on both sides of the street. With Western View Drive being a dead end street the No Parking restriction could **NOT** only be placed on one side of the street as this would completely lock up the street as cars went up into the cul-di-sac and turned around to go down the street against the traffic coming up. This situation would prevent access for emergency vehicles to the homes on the end of the street which would be unacceptable. **Therefore, it is recommended that either there not be any no parking restriction along the street or that the No Parking Zones be established on both sides of Western View Drive as shown on the attached map.**

If the No Parking restrictions are approved, the No Parking Zones would be described in the ordinance as follows: “Along both sides of Western View Drive extending from the intersection of Highland Drive and Western View Drive north 500 feet +/- to the first driveway at the top of the hill.

Proper signage and red curbing would need to be installed and maintained by the City if this no parking restriction is approved. Estimated cost would be \$2,500 for the initial installation and \$250 annual maintenance.



No Parking Sign with Arrow Pointing South

HILLSIDE PL

No Parking Sign with Arrow Pointing South

No Parking Sign With Arrow Pointing North and South

WESTERN VIEW DR.

No Parking Sign With Arrow Pointing North and South

No Parking Sign with Arrow Pointing North

No Parking Sign with Arrow Pointing North

HIGH SAND DR

**CEDAR CITY COUNCIL
AGENDA ITEM 3**

INFORMATION SHEET

TO: Mayor and City Council

From: Ryan Marshall & Jeremy Valgardson

Date: July 20, 2016

SUBJECT: Approval of Contract Agreement between Cedar City Corp. and Nichols Building, LLC. and Notice to Proceed for Airport Improvement Project: AIP-31.

DISCUSSION: Attached is the contract agreement for Nichols Building, LLC. to begin construction of the Terminal Apron Hardstand Construction and Taxiway Rehabilitation Project (AIP-31). The insurance and bonds are being validated and the contract is under legal review. The Notice to Proceed is also attached for approval. Estimated start of construction date is August 15th.

CONTRACT AGREEMENT

Cedar City Regional Airport
Cedar City, Utah
AIP PROJECT NO. 3-49-0005-031-2016

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between Cedar City Corporation, Party of the First Part, hereinafter referred to as the "Owner", and Nichols Building, LLC, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvements including: Schedule I, Terminal Apron Hardstand Construction and Asphalt Rehabilitation (Federal); Schedule II, Taxiway Delta Pavement Maintenance (Federal); and Schedule III South Taxilane Improvements (Non-Federal) and other incidental work at the Cedar City Regional Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-13, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work describe in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a notice to proceed and the Contractor further agrees to complete said work within 36 Calendar Days. Extensions of the Contract time may only be permitted upon execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of \$1,500.00/Calendar Day shall be paid to the Airport for that time which exceeds the number of Working days allowed in this paragraph. In addition, up to \$1,730.00/Calendar Day for the construction manager plus up to \$1,390.00/Calendar Day for each additional resident engineer plus any incurred expenses (per diem, lodging, etc.) will be charged to the Contractor for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

The total estimated cost for AIP Project No. 3-49-0005-031-2016 thereof to be Seven Hundred Fourteen Thousand Two Hundred Sixty Dollars and no Cents (\$714,260.00).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

OWNER, Party of the First Part

By: _____

By: Maile L. Wilson

(Office or Position of Signer)

Mayor

(Office or Position of Signer)

(SEAL)

(SEAL)

ATTEST: _____

ATTEST: _____

(Office or Position of Signer)

(Office or Position of Signer)

NOTICE TO PROCEED

TO: Nichols Building, LLC DATE: _____
2045 North Main
Cedar City, UT 84721

You are hereby authorized to proceed on this date, _____ with the improvements to the Cedar City Regional Airport, AIP Project No. 3-49-0005-031-2016, for the Terminal Apron, Taxiway Delta, and South Taxiway Improvement Project, in accordance with the terms of the Contract Documents and your Contract Proposal. The work shall begin no later than ten calendar days after the date of this notice.

Cedar City Corporation
Cedar City, Utah

By: _____
Contract Authorized Representative
Maile L. Wilson, Mayor
Name and Title

Date

**CEDAR CITY
COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: June 20, 2016

SUBJECT: Review Bids for the Main Street Monterey Drive to 800 South Street Light Replacement Project

DISCUSSION:

Bids for the subject project were received last Friday. As shown on the attached bid summary sheet **Schmidt Construction** provided the only bid of **\$377,621.90 as detailed in the attached bid tabulation sheet**. The engineer's estimate was \$425,000. The total City 2015/2016 budget for the project is \$423,000 that includes \$75,000 provided by UDOT for the project.

If the bid is awarded, it would be on the condition that the contractor provide the required executed bonding, insurance documents, immigration status verification and that the Mayor be authorized to sign the contract with the contractor.

Bid Tabulation

Project: Street Lights from Monterey Drive to 800 South

Account #

Engineer: Cedar City

Schmidt Construction

ITEM		UNIT	TOTAL	UNIT	TOTAL
			QUANTITY	COST	AMOUNT
1	Mobilization	L.S.	1	\$0.00	\$0.00
2	Traffic Control and UDOT Permitting	L.S.	1	\$15,000.00	\$15,000.00
3	Survey/Layout	L.S.	1	\$2,000.00	\$2,000.00
4	Concrete Saw-Cutting	L.F.	210	\$20.57	\$4,319.70
5	Concrete Sidewalk Removal and Disposal	S.F.	560	\$2.81	\$1,573.60
6	Concrete Sidewalk Replacement	S.F.	720	\$11.60	\$8,352.00
7	30-inch Curb and Gutter Removal and Disposal	L.F.	20	\$15.33	\$306.60
8	30-inch Curb and Gutter Replacement	L.F.	20	\$100.00	\$2,000.00
9	Existing Light Poles, Cross Arms and Luminaire Removal and Salvaged to the Contractor	Each	13	\$500.00	\$6,500.00
10	Existing Light Pole Foundation Removal and Disposal	Each	17	\$350.00	\$5,950.00
11	Existing Street light Aerial Electrical Conductor Removal and Salvaged to the Contractor	L.S.	1	\$600.00	\$600.00
12	Asphalt Cutting, 7-inches Thick	L.F.	9500	\$0.19	\$1,805.00
13	Main Conduit Trench Excavation, Backfill with Flowable fill, 7-inch thick Asphalt	L.F.	4800	\$21.08	\$101,184.00
14	Light Lateral Conduit Trench Excavation, Backfill with Flowable fill, 7-inch Thick Asphalt Replacement and Flush Coat	L.F.	100	\$50.00	\$5,000.00
15	1-Inch Schedule 40 PVC Gray Conduit W/ Pull Strings	L.F.	5300	\$1.50	\$7,950.00
16	1-Inch Schedule 40 PVC Gray Conduit 90 Degree Bends	Each	50	\$29.12	\$1,456.00
17	2 -Inch Schedule 40 PVC Gray Conduit w/ Pull String	L.F.	4800	\$2.65	\$12,720.00
18	2-Inch Schedule 40 PVC Gray Conduit 90 Degree Bends	Each	8	\$120.00	\$960.00
19	#12 AWG Single Strand Electrical Wire with THHN Insulation	L.F.	9100	\$0.75	\$6,825.00
20	#6 AWG Single Strand Electrical Wire with THHN Insulation	L.F.	4400	\$2.80	\$12,320.00
21	#3 AWG Single Strand Electrical Wire with THHN Insulation	L.F.	5700	\$2.30	\$13,110.00
22	#1 AWG Single Strand Electrical Wire with THHN Insulation	L.F.	950	\$3.00	\$2,850.00
23	18" x 12" x 12" Poly Concrete Electrical Junction Boxes W/ Fuses and Wire Splices (Marked Street Lights)	Each	18	\$400.00	\$7,200.00
24	12" x 12" x 12" Poly Concrete Spare Conduit Junction Boxes	Each	4	\$400.00	\$1,600.00
25	Concrete Street Light Foundations, 30-Inch Diameter x 8-Foot Tall, Embedded 7-Foot Deep with Anchor Bolts and Reinforcement Per Drawing Detail R19/9,	Each	17	\$1,600.00	\$27,200.00
26	Concrete Street Light Foundations, 30-Inch Diameter x 10-Foot Tall, Embedded 8-Foot Deep with Anchor Bolts and Reinforcement Per Drawing Detail R19/9. Includes Cutting and Removing of Block Wall	Each	1	\$1,800.00	\$1,800.00
27	New Street Light Poles and Luminaires per Construction Note 2	Each	18	\$6,500.00	\$117,000.00
28	Power Supply Metering and Switching Pedestal W/ Concrete Base Per Construction Note 3	Each	2	\$400.00	\$800.00
29	2-Inch Rigid Steel Conduit 90 Degree Bends	Each	20	\$190.00	\$3,800.00
30	12"w x 7"w x 4'h Landscaping Block - Terra Cotta Color Per Detail 2/10.	Each	120	\$12.00	\$1,440.00
31	Signal Light Detector Loop Repairs including excavation, backfill and asphalt patching	Each	3	\$500.00	\$1,500.00
32	Existing Utility Potholes including excavation, backfill and asphalt patching	Each	5	\$500.00	\$2,500.00
TOTAL BID AMOUNT					\$377,621.90

APPARENT LOW BID: SCHMIDT CONSTRUCTION

**CEDAR CITY
COUNCIL AGENDA ITEM 5
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: July 20, 2016

SUBJECT: Consider Call-out List of Consultants for the City Material Testing Contract

DISCUSSION:

Please find attached the recommended call-out list and bid tabulation for the engineering consultants to perform materials testing for the City. For many years the City has used local Engineering Consultants to perform materials testing on various City projects. These consultants have been selected through a bid process. The last bid process for materials testing was done through Public Works over 5 years ago. The consultants on the call-out list will be under contract with the City according to the provisions of the bid documents and contract. This includes a requirement to have liability insurance. I have not included the entire bid documents and contract with this sheet. If you would like to see the entire bid documents and contract, please let me know and I can provide them. The part in the bid documents and contract on how the recommended call-out list was established and will be used is as follows:

A. Call-out List Make-up

- 1) All qualified consultant who provided responsive bids will be placed on the call-out list.
- 2) The order of the consultants on the call-out list will be in order of the total bid amount with the lowest bidder on top of the list and the highest bidder on the bottom of the list. **As shown on the attached Bid Tabulation, based on their low bid GEM Engineering will be the first firm called out for testing and Watson Engineering will be the second firm called out.**
- 3) The order of the Consultants on the call-out list will also be subject to Cedar City's Local Bidder Preference Policy as detailed in Cedar City's Purchasing Procedures. If a local bidder's total bid amount is within 5% of a non-local bidders total bid amount the local bidder will have they opportunity to match the non-local bidder's unit prices and total bid amount and

be placed above of non-local bidder on the call-out list. If multiple local bidders match the non-local bidder's prices then the local bidders will be placed above the non-local bidder in the order of their original total bid amount, lowest original local bidder on top.

- 4) All consultants who are placed on the call-out list shall enter into the Agreement with the City as contained herein.

B. Call-out List Procedure

- 1) Call-outs for any materials testing work shall always be in the order of the call-out list top to bottom.
- 2) All call-outs will be on weekdays during working hours of 6 a.m. to 6 p.m. unless arranged otherwise between the City and Consultant.
- 3) The Consultant on the top of the list shall always be the first to be called for any materials testing work.
- 4) If a Consultant cannot respond to do the materials testing within the allowed time as stated here-in or the City cannot contact a live person who is an employee of the consultant to arrange for the testing, the City will proceed down the call-out list to a Consultant who can respond to do the materials testing within the allowed time.
- 5) If a Consultant is contacted by the City and verbally commits to respond to do the materials testing but the Consultant does not arrive to do the testing within the allowed time, then the City will proceed down the call-out list to a consultant who can respond to do the materials testing within the allowed time. (No stand-by time will be paid to consultants who arrive after the allowed time)
- 6) Consultants that do not respond within the allowed time after being contacted and verbally committing to respond will be moved to the bottom of the call-out list for the remainder of the duration of the Agreement.

Bid Tabulation

Project: MATERIAL TESTING BLANKET CONTRACT

Account #

Engineer: Cedar City

GEM ENGINEERING WATSON ENGINEERING

ITEM	UNIT	TOTAL QUANTITY	GEM ENGINEERING		WATSON ENGINEERING		
			UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	
1A.	Geotechnical Report for Initial Test Pit or Boring	Each	3	500	1500	500	1500
1B.	Geotechnical Report Added Cost for Additional Test pits and/or Borings	Each Added Test Pit or Boring	10	100	1000	100	1000
2	Soils Proctors	Each	10	60	600	65	650
3	Moisture Density Test	Each.	300	7	2100	10	3000
4.	Gradation Tests	Each	10	50	500	45	450
5.	Concrete Compressive Strength Tests	Set	50	40	2000	30	1500
6.	Concrete Air Entrainment Tests	Each	50	5	250	20	1000
7.	Concrete Slump Tests Gradation Test	Each	50	5	250	15	750
8.	Asphalt Extraction/	Each	20	75	1500	70	1400
9.	Asphalt Density Tests	Each	150	5	750	6	900
10	Asphalt Thickness Tests	Each	100	3	300	3	300
11	Asphalt Marshall Mix Design	Each.	2	200	400	300	600
12	Testing Technician Standby Time	Hrs.	100	25	2500	20	2000
13	Engineer Observation/Consultation & Report	Hrs.	100	65	6500	65	6500
TOTAL BID					20150		21550

FIRST CALL OUT: GEM ENGINEERING
 SECOND CALL OUT: WATSON ENGINEERING