

**REGULAR MEETING AGENDA OF THE
CITY COUNCIL OF LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a regular public meeting in the Council Chambers in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 p.m. on March 21, 2013.**

AGENDA ITEMS:

Page

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. VERBAL PETITIONS AND PRESENTATIONS:

4. CONSENT ITEMS: (These items are considered by the City Council to be routine and will be enacted by a single motion.

If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.)

- A. Public Walkway, Access and Utility Easement from Koll/per Woodland LLC (Koll) to Layton City to 1
Allow Power and Water Connections and Various Park Improvements on Private Property
Resolution 13-08 – 1536 and 1544 North Woodland Park Drive
- B. Cooperative Agreement between Koll/per Woodland LLC (Koll) and Layton City Establishing the 7
Terms of a Public Access Easement – Resolution 13-07 – 1536 and 1544 North Woodland Park Drive
- C. Proposal Award – Bowen, Collins and Associates – Project 13-10 – Professional Engineering Services for the 19
Storm Water Master Plan – Resolution 13-14
- D. Bid Award – Brinkerhoff Excavating and Construction – Project 13-40 – 2013 Sanitary Sewer Construction..... 40
Resolution 13-13 – Oak Lane between Country Oaks Drive and 2350 East and Colonial Avenue between
Adams Street and Lindsay Street
- E. Bid Award – Hunt Electric Inc. – Project 13-60 – Annual Street Light Installation and Maintenance 44
Resolution 13-10 – Various Locations throughout the City
- F. Bid Award – Professional Pipe Services (dba Pro-Pipe) – Project 12-42 – 2012 Cleaning and Televising of..... 49
Sanitary Sewer Lines – Resolution 13-12 – Various Locations throughout the City
- G. Acceptance of Quit-Claim Deed from Horseshoe Properties and Transfer of Same Property to Utah 52
Department of Transportation (UDOT) for Installation of a Traffic Signal – Resolution 13-11
Approximately 1370 North Main Street
- H. Final Plat Approval – Foothills at Cherry Lane Phase 5 – Approximately 1925 East Oakridge Drive 58

5. PUBLIC HEARINGS:

6. PLANNING COMMISSION RECOMMENDATIONS:

7. NEW BUSINESS:

8. UNFINISHED BUSINESS:

9. SPECIAL REPORTS:

10. CITIZEN COMMENTS:

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 p.m. to discuss miscellaneous matters.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Members at remote locations may be connected to the meeting telephonically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Kiley Day at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3825 or 801.336.3820.

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4A

Subject: Public Walkway, Access and Utility Easement from Koll/per Woodland LLC (Koll) to Layton City to Allow Power and Water Connections and Various Park Improvements on Private Property Resolution 13-08 – 1536 and 1544 North Woodland Park Drive

Background: Resolution 13-08 establishes a public walkway, access and utility easement in favor of Layton City on property currently owned by Koll. The easement will specifically grant to the City the ability to construct improvements including power and water connections, sidewalk, lighting, irrigation, landscaping and extending an existing berm. These are improvements associated with the detention pond park.

Alternatives: Alternatives are to 1) Adopt Resolution 13-08 approving the Public Walkway, Access and Utility Easement from Koll/per Woodland, LLC to Layton City to allow power and water connections and various park improvements on private property; 2) Adopt Resolution 13-08 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 13-08 and remand to Staff with directions.

Recommendation: Staff recommends the Council adopt Resolution 13-08 approving the Public Walkway, Access and Utility Easement from Koll/per Woodland, LLC to Layton City to allow power and water connections and various park improvements on private property.

RESOLUTION 13-08

A RESOLUTION AUTHORIZING THE ACQUISITION OF A PUBLIC WALKWAY, ACCESS AND UTILITY EASEMENT OVER REAL PROPERTY CURRENTLY OWNED BY KOLL/PER WOODLAND, LLC FOR THE CONSTRUCTION OF PARK IMPROVEMENTS AND UTILITY CONNECTIONS

WHEREAS, Layton City has a need to construct improvements related to a new urban park, a part of which is located on property located at 1536 and 1544 North Woodland Park Drive, Layton, Utah, also identified as parcel numbers 10-165-0006 and 10-165-0007, Woodland Park Commercial Subdivision Lots 6 and 7; and

WHEREAS, Koll/per Woodland, LLC owns Lots 6 and 7 of Woodland Park Commercial Subdivision on which the City needs to make improvements commensurate with the urban park including, power and water connections, sidewalk, lighting, irrigation and landscaping that includes the extension of an existing berm; and

WHEREAS, the City has negotiated with the property owner the acquisition of a Public Walkway, Access and Utility Easement containing 5,197 square feet over the two parcels; and

WHEREAS, an agreement has been reached between the City and Koll/per Woodland, LLC; and

WHEREAS, the City Council of Layton City deems it to be in the best interest of the citizens of Layton City to acquire the easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the Public Walkway, Access and Utility Easement between Layton City and Koll/per Woodland, LLC, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Easement, and any related documents necessary for the closing of such transaction.

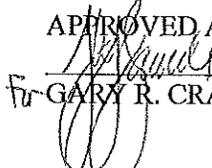
PASSED AND ADOPTED by the City Council of Layton, Utah, this 21st day of March, 2013.

J. STEPHEN CURTIS, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

SUBMITTING DEPARTMENT:


DAVID R. PRICE, Parks & Recreation Director

PUBLIC WALKWAY, ACCESS AND UTILITY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR hereby grants, conveys, and sets over unto Layton City Corporation a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace water and electrical connections and service lines and a public walkway including, but not limited to, an earthen berm, cement or other surface sidewalk, park benches, signs, landscaping, lighting, above and below ground electrical and water service equipment, or other similar or related improvements, and an improved public access to the City's property, (hereinafter called Facilities), said right-of-way and easement being situated in Layton City, State of Utah, over and through a parcel of the GRANTOR's land, more fully described as follows:

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 11, WOODLAND PARK COMMERCIAL SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT BEING LOCATED SOUTH 89°54'49" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 874.47 FEET AND NORTH 126.17 FEET FROM THE CENTER OF SAID SECTION 17 AND RUNNING THENCE SOUTH 34°54'18" EAST 8.44 FEET TO AN EXISTING FENCE CORNER; THENCE SOUTH 53°36'17" WEST ALONG SAID FENCE LINE AND THE EXTENSION OF 18.57 FEET TO A POINT ON AN EXISTING CURB; THENCE WESTERLY ALONG SAID CURB THE FOLLOWING TWO (2) CALLS: NORTH 34°09'20" WEST 12.18 FEET, SOUTH 54°23'42" WEST 28.03 FEET; THENCE SOUTH 82°50'21" WEST 18.04 FEET TO AN EXISTING TREE LINE; THENCE NORTHERLY ALONG SAID TREE LINE THE FOLLOWING SIX (6) CALLS; NORTH 45°19'25" WEST 12.00 FEET, NORTH 50°24'15" WEST 36.48 FEET, NORTH 38°25'52" WEST 43.28 FEET, NORTH 31°13'58" WEST 43.06 FEET, NORTH 29°45'13" WEST 40.11 FEET, NORTH 02°20'52" EAST 51.75 FEET; THENCE SOUTH 56°04'55" WEST 53.67 FEET; THENCE NORTH 35°24'07" WEST 27.55 FEET; THENCE NORTH 54°35'53" EAST 10.00 FEET TO A POINT ON AN EXISTING CURB; THENCE EASTERLY ALONG SAID CURB THE FOLLOWING TWO (2) CALLS: SOUTH 35°24'07" EAST 17.81 FEET, NORTH 56°04'55" EAST 54.23 FEET; THENCE NORTH 34°52'15" WEST 18.49 FEET; THENCE NORTH 55°02'51" EAST 31.77 FEET; THENCE SOUTH 34°57'09" EAST 18.71 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 11, SAID POINT ALSO BEING ON A CURVE; THENCE SOUTHEASTERLY ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF SAID LOT 11 THE FOLLOWING 3 CALLS: ALONG THE ARC OF A 78.47 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 94°33'55" A DISTANCE OF 129.51 FEET (CHORD BEARS SOUTH 02°13'22" EAST 115.31 FEET) TO A POINT OF REVERSE CURVATURE, ALONG THE ARC OF A 72.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31°06'49" A DISTANCE OF 39.37 FEET (CHORD BEARS SOUTH 33°56'53" EAST 38.89 FEET) TO A POINT OF REVERSE CURVATURE, ALONG THE ARC OF A 78.47 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 95°16'18" A DISTANCE OF 130.48 FEET (CHORD BEARS SOUTH 66°01'39" EAST 115.96 FEET TO THE POINT OF BEGINNING.

CONTAINS – 5,197 SQ. FT.

PARCEL NOS.: 10-165-0006 & 10-165-0007

TO HAVE AND TO HOLD the same unto the said GRANTOR, its successors and assigns, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns to enter upon the above described property with such equipment as is necessary to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portion of GRANTOR's property (as reasonably designated by GRANTOR) along and adjacent to said public right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. The contractor performing the work shall restore all property outside the public right-of-way and easement through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR shall have the right to use said premises except for the purpose for which this public right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the use of said Facilities, or any other rights granted to the GRANTEE hereunder. Prior to the construction of any Facilities, GRANTEE shall provide GRANTOR with all plans and specifications of such Facilities for GRANTOR's review and approval. GRANTEE, at its sole cost and expense, shall cause all Facilities to be maintained in good working condition. GRANTEE shall pay the cost and expense of utilities, including without limitation, electricity and water, used in the installation, operation and maintenance of the Facilities.

GRANTEE shall maintain the Facilities and the property in which such Facilities are located at all times free from any and all liens, claims, security interests and encumbrances arising from or in connection with the work performed by, through or under GRANTEE, including liens for materials delivered, supplied or furnished or for services or for labor performed or rendered.

GRANTEE shall ensure that all contractors working on site shall keep in full force and effect the following insurance policies: (i) commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) personal injury, two million dollars (\$2,000,000) general aggregate, and two million dollars (\$2,000,000) products liability, (ii) automobile liability with limits of one million dollars (\$1,000,000) combined single limit, and (iii) workers compensation insurance in an amount equal to one million dollars (\$1,000,000) per accident. GRANTOR shall be named as an additional insured on the commercial general liability insurance policy.

GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way without the written consent of GRANTEE. This public right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this public right-of-way and easement this _____ day of _____, 2013.

KOLL/PER WOODLAND, LLC,
a Delaware limited liability company

By: Koll/PER LLC,
a Delaware limited liability company,
its Managing Member

By: The Koll Company, LLC,
a Delaware limited liability company,
its Manager

By: _____
Kimberly Smith
Senior Vice President

By: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

PERSONALLY APPEARED before me Kimberly Smith who is the Senior Vice President of The Koll Company, LLC, who is the Manager of Koll/PER LLC, who is the Managing Member of Koll/per Woodland, LLC, A Utah limited liability company, this _____ day of _____, 2013, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

ACCEPTANCE

The Public Trail and Access Easement signed by _____ who is the _____ of _____, dated the _____ of _____, 20____, has been accepted by Layton City on the _____ day of _____, 20____.

J. STEPHEN CURTIS, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

STATE OF UTAH)

APPROVED AS TO FORM
BY [Signature] 3/11/13

COUNTY OF DAVIS : ss.)

On this _____ day of _____, 20____, personally appeared before me J. STEPHEN CURTIS, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and J. STEPHEN CURTIS acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4B

Subject: Cooperative Agreement between Koll/per Woodland LLC (Koll) and Layton City Establishing the Terms of a Public Access Easement – Resolution 13-07 – 1536 and 1544 North Woodland Park Drive

Background: Resolution 13-07 authorizes an agreement between Koll and Layton City establishing the parameters of a public access easement on Koll property. The easement will grant to the City the ability to construct improvements including power and water connections, sidewalk, lighting, irrigation and landscaping and extending the existing berm as part of developing the adjacent detention pond park.

Alternatives: Alternatives are to 1) Adopt Resolution 13-07 approving the Cooperative Agreement between Koll/per Woodland, LLC and Layton City establishing the terms of a public access easement; 2) Adopt Resolution 13-07 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 13-07 and remand to Staff with directions.

Recommendation: Staff recommends the Council adopt Resolution 13-07 approving the Cooperative Agreement between Koll/per Woodland, LLC and Layton City establishing the terms of a public access easement.

RESOLUTION 13-07

AUTHORIZING LAYTON CITY TO ENTER INTO A COOPERATIVE AGREEMENT WITH KOLL/PER WOODLAND, LLC TO CREATE A PUBLIC EASEMENT FOR POWER AND WATER CONNECTIONS, SIDEWALK, LIGHTING, IRRIGATION AND LANDSCAPING

WHEREAS, Koll owns property located at 1536 and 1544 North Woodland Park Drive, Layton, Utah, also identified as parcel numbers 10-165-0006 and 10-165-0007, hereinafter referred to as the "Property"; and

WHEREAS, the City would like access to a portion of the Property to make power and water connections and to construct improvements relative to an urban park that will be developed in and adjacent to the Property; and

WHEREAS, access to the Property is a necessary and integral part of developing the park amenities and to provide the needed utilities; to sure-up and beautify a berm that constrains storm water within an existing detention basin for the protection of the Property; and

WHEREAS, according to the terms of the Cooperative Agreement, Koll will allow the City to construct improvements, more specifically, power and water connections, sidewalk, lighting, irrigation and landscaping including an extension of the existing berm at no expense to Koll; and

WHEREAS, the Cooperative Agreement accurately sets forth the responsibilities and obligations of the City and Koll.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the City is hereby authorized to enter into a Cooperative Agreement with Koll/per Woodland to establish a public easement for the construction and maintenance of utility connections, sidewalk, lighting, irrigation and landscaping as outlined in the Agreement and accompanying Public Walkway, Access and Utility Easement; which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Agreement, and any related documents necessary for the closing of such transaction.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **21st day of March 2013**.

ATTEST:

THIEDA WELLMAN, City Recorder

J. STEPHEN CURTIS, Mayor

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

SUBMITTING DEPARTMENT:



DAVID R. PRICE, Parks & Recreation Director

COOPERATIVE AGREEMENT

This Cooperative Agreement is entered into this ____ day of _____, 2013, by and between Koll/per Woodland LLC, hereinafter referred to as "Koll", and Layton City, a Municipal Corporation, hereinafter referred to as "the City", and jointly referred to as "the Parties." The above named Parties agree as follows:

RECITALS

WHEREAS, Koll owns property located at 1536 and 1544 North Woodland Park Drive, Layton, Utah, also identified as parcel numbers 10-165-0006 and 10-165-0007, hereinafter referred to as the "Property"; and

WHEREAS, the City would like access to a portion of the Property to make power and water connections and to construct improvements relative to a park that will be developed in and adjacent to the Property; and

WHEREAS, the City is working with other private property owners surrounding the park to develop and beautify the area for the use of the property owners, the citizens of Layton and visitors; and

WHEREAS, access to the Property is a necessary and integral part of developing the park to provide the necessary utilities and sure-up and beautify a berm that constrains storm water within an existing detention basin for the protection of the Property; and

WHEREAS, it is the intent of the Parties, according to the terms of this Cooperative Agreement, to allow the City to construct improvements, more specifically, power and water connections, sidewalk, lighting, irrigation and landscaping including an extension of the existing berm at no expense to Koll; and

WHEREAS, the Parties desire to set forth the terms of installation and maintenance of the improvements, including the responsibilities and obligations of the respective Parties; and

WHEREAS, this Cooperative Agreement accurately sets forth those responsibilities and obligations.

NOW, THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. To accommodate park improvements, Koll will grant the City an easement as shown in "Exhibit A" along with the legal description thereof attached as "Exhibit B". The easement depicted in "Exhibit A" and described in "Exhibit B" hereinafter referred to as "Easement".

2. The City, at its sole cost and expense, agrees to oversee the construction on the Property and make every effort to return all areas disturbed by the construction to the original

condition. The City shall ensure that Koll and Koll's tenants shall not be unreasonably disturbed during any construction activities by the City.

3. The City, at its sole cost and expense, will be responsible for the perpetual maintenance of the sidewalk, lighting, irrigation, the utility connections and associated appurtenances, and all landscaping east of the sidewalk.

4. Koll will be responsible for the perpetual maintenance of the landscaping and irrigation west of the sidewalk.

5. The City, at its sole cost and expense, shall make the power connection in a manner conforming to all Rocky Mountain Power requirements with separate metering to ensure that Koll will not have any financial responsibilities for power used by park improvements.

6. The City, at its sole cost and expense, shall make the water connection in a manner that conforms to all State and Municipal Codes to ensure the safety of the water supply including proper backflow prevention. The City, at its sole cost and expense, shall provide for the water to be properly metered to ensure Koll does not have any financial or other responsibilities for water used in the park.

7. The City, at its sole cost and expense, shall secure any necessary permits that may be required by the City or any other government agency.

8. Any surveys, engineering, or other fees associated with the use of the Easement for the purposes set forth herein shall be the sole responsibility of the City.

9. Koll will sign a Deed of Easement granting the City use of the property as described herein on a form of Deed of Easement approved by Koll.

10. This Cooperative Agreement and the associated Easement shall be perpetual and shall be recorded at the office of the Davis County Recorder.

11. The City hereby agrees to indemnify and hold Koll, or any officers, agents and employees of Koll, harmless from and against any and all claims for damage or injury to persons, or property, arising out of the public's use of the Property under this Cooperative Agreement.

12. All provisions of this Cooperative Agreement shall be binding upon Koll, and any successors, heirs or assigns.

13. This Cooperative Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change or modify this Cooperative Agreement, in whole or in part, unless such agreement is in writing and is signed by both Parties.

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2012, personally appeared before me J. STEPHEN CURTIS, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and J. STEPHEN CURTIS acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Exhibit A



Exhibit B

CONFERENCE CENTER POND EASEMENT

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 11, WOODLAND PARK COMMERCIAL SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT BEING LOCATED SOUTH 89°54'49" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 874.47 FEET AND NORTH 126.17 FEET FROM THE CENTER OF SAID SECTION 17 AND RUNNING THENCE SOUTH 34°54'18" EAST 8.44 FEET TO AN EXISTING FENCE CORNER; THENCE SOUTH 53°36'17" WEST ALONG SAID FENCE LINE AND THE EXTENSION OF 18.57 FEET TO A POINT ON AN EXISTING CURB; THENCE WESTERLY ALONG SAID CURB THE FOLLOWING TWO (2) CALLS: NORTH 34°09'20" WEST 12.18 FEET, SOUTH 54°23'42" WEST 28.03 FEET; THENCE SOUTH 82°50'21" WEST 18.04 FEET TO AN EXISTING TREE LINE; THENCE NORTHERLY ALONG SAID TREE LINE THE FOLLOWING SIX (6) CALLS; NORTH 45°19'25" WEST 12.00 FEET, NORTH 50°24'15" WEST 36.48 FEET, NORTH 38°25'52" WEST 43.28 FEET, NORTH 31°13'58" WEST 43.06 FEET, NORTH 29°45'13" WEST 40.11 FEET, NORTH 02°20'52" EAST 51.75 FEET; THENCE SOUTH 56°04'55" WEST 53.67 FEET; THENCE NORTH 35°24'07" WEST 27.55 FEET; THENCE NORTH 54°35'53" EAST 10.00 FEET TO A POINT ON AN EXISTING CURB; THENCE EASTERLY ALONG SAID CURB THE FOLLOWING TWO (2) CALLS: SOUTH 35°24'07" EAST 17.81 FEET, NORTH 56°04'55" EAST 54.23 FEET; THENCE NORTH 34°52'15" WEST 18.49 FEET; THENCE NORTH 55°02'51" EAST 31.77 FEET; THENCE SOUTH 34°57'09" EAST 18.71 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 11, SAID POINT ALSO BEING ON A CURVE; THENCE SOUTHEASTERLY ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF SAID LOT 11 THE FOLLOWING 3 CALLS: ALONG THE ARC OF A 78.47 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 94°33'55" A DISTANCE OF 129.51 FEET (CHORD BEARS SOUTH 02°13'22" EAST 115.31 FEET) TO A POINT OF REVERSE CURVATURE, ALONG THE ARC OF A 72.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31°06'49" A DISTANCE OF 39.37 FEET (CHORD BEARS SOUTH 33°56'53" EAST 38.89 FEET) TO A POINT OF REVERSE CURVATURE, ALONG THE ARC OF A 78.47 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 95°16'18" A DISTANCE OF 130.48 FEET (CHORD BEARS SOUTH 66°01'39" EAST 115.96 FEET TO THE POINT OF BEGINNING.

CONTAINS – 5,197 SQ. FT.

PUBLIC WALKWAY, ACCESS AND UTILITY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR hereby grants, conveys, and sets over unto Layton City Corporation a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace water and electrical connections and service lines and a public walkway including, but not limited to, an earthen berm, cement or other surface sidewalk, park benches, signs, landscaping, lighting, above and below ground electrical and water service equipment, or other similar or related improvements, and an improved public access to the City's property, (hereinafter called Facilities), said right-of-way and easement being situated in Layton City, State of Utah, over and through a parcel of the GRANTOR's land, more fully described as follows:

BEING A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF LOT 11, WOODLAND PARK COMMERCIAL SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT BEING LOCATED SOUTH 89°54'49" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 874.47 FEET AND NORTH 126.17 FEET FROM THE CENTER OF SAID SECTION 17 AND RUNNING THENCE SOUTH 34°54'18" EAST 8.44 FEET TO AN EXISTING FENCE CORNER; THENCE SOUTH 53°36'17" WEST ALONG SAID FENCE LINE AND THE EXTENSION OF 18.57 FEET TO A POINT ON AN EXISTING CURB; THENCE WESTERLY ALONG SAID CURB THE FOLLOWING TWO (2) CALLS: NORTH 34°09'20" WEST 12.18 FEET, SOUTH 54°23'42" WEST 28.03 FEET; THENCE SOUTH 82°50'21" WEST 18.04 FEET TO AN EXISTING TREE LINE; THENCE NORTHERLY ALONG SAID TREE LINE THE FOLLOWING SIX (6) CALLS; NORTH 45°19'25" WEST 12.00 FEET, NORTH 50°24'15" WEST 36.48 FEET, NORTH 38°25'52" WEST 43.28 FEET, NORTH 31°13'58" WEST 43.06 FEET, NORTH 29°45'13" WEST 40.11 FEET, NORTH 02°20'52" EAST 51.75 FEET; THENCE SOUTH 56°04'55" WEST 53.67 FEET; THENCE NORTH 35°24'07" WEST 27.55 FEET; THENCE NORTH 54°35'53" EAST 10.00 FEET TO A POINT ON AN EXISTING CURB; THENCE EASTERLY ALONG SAID CURB THE FOLLOWING TWO (2) CALLS: SOUTH 35°24'07" EAST 17.81 FEET, NORTH 56°04'55" EAST 54.23 FEET; THENCE NORTH 34°52'15" WEST 18.49 FEET; THENCE NORTH 55°02'51" EAST 31.77 FEET; THENCE SOUTH 34°57'09" EAST 18.71 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 11, SAID POINT ALSO BEING ON A CURVE; THENCE SOUTHEASTERLY ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF SAID LOT 11 THE FOLLOWING 3 CALLS: ALONG THE ARC OF A 78.47 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 94°33'55" A DISTANCE OF 129.51 FEET (CHORD BEARS SOUTH 02°13'22" EAST 115.31 FEET) TO A POINT OF REVERSE CURVATURE, ALONG THE ARC OF A 72.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31°06'49" A DISTANCE OF 39.37 FEET (CHORD BEARS SOUTH 33°56'53" EAST 38.89 FEET) TO A POINT OF REVERSE CURVATURE, ALONG THE ARC OF A 78.47 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 95°16'18" A DISTANCE OF 130.48 FEET (CHORD BEARS SOUTH 66°01'39" EAST 115.96 FEET TO THE POINT OF BEGINNING.

CONTAINS – 5,197 SQ. FT.

PARCEL NOS.: 10-165-0006 & 10-165-0007

TO HAVE AND TO HOLD the same unto the said GRANTOR, its successors and assigns, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns to enter upon the above described property with such equipment as is necessary to construct, lay, maintain, operate, repair, inspect, protect, install, remove and replace said Facilities. During construction periods, GRANTEE and its agents may use such portion of GRANTOR's property (as reasonably designated by GRANTOR) along and adjacent to said public right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. The contractor performing the work shall restore all property outside the public right-of-way and easement through which the work traverses, to as near its original condition as is reasonably possible. GRANTOR shall have the right to use said premises except for the purpose for which this public right-of-way and easement is granted to the said GRANTEE, provided such use shall not interfere with the Facilities or with the use of said Facilities, or any other rights granted to the GRANTEE hereunder. Prior to the construction of any Facilities, GRANTEE shall provide GRANTOR with all plans and specifications of such Facilities for GRANTOR's review and approval. GRANTEE, at its sole cost and expense, shall cause all Facilities to be maintained in good working condition. GRANTEE shall pay the cost and expense of utilities, including without limitation, electricity and water, used in the installation, operation and maintenance of the Facilities.

GRANTEE shall maintain the Facilities and the property in which such Facilities are located at all times free from any and all liens, claims, security interests and encumbrances arising from or in connection with the work performed by, through or under GRANTEE, including liens for materials delivered, supplied or furnished or for services or for labor performed or rendered.

GRANTEE shall ensure that all contractors working on site shall keep in full force and effect the following insurance policies: (i) commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) personal injury, two million dollars (\$2,000,000) general aggregate, and two million dollars (\$2,000,000) products liability, (ii) automobile liability with limits of one million dollars (\$1,000,000) combined single limit, and (iii) workers compensation insurance in an amount equal to one million dollars (\$1,000,000) per accident. GRANTOR shall be named as an additional insured on the commercial general liability insurance policy.

GRANTOR shall not build or construct or permit to be built or constructed, any building or other improvement over or across said right-of-way without the written consent of GRANTEE. This public right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE.

IN WITNESS WHEREOF, the GRANTOR has executed this public right-of-way and easement this _____ day of _____, 2013.

KOLL/PER WOODLAND, LLC,
a Delaware limited liability company

By: Koll/PER LLC,
a Delaware limited liability company,
its Managing Member

By: The Koll Company, LLC,
a Delaware limited liability company,
its Manager

By: _____
Kimberly Smith
Senior Vice President

By: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

PERSONALLY APPEARED before me Kimberly Smith who is the Senior Vice President of The Koll Company, LLC, who is the Manager of Koll/PER LLC, who is the Managing Member of Koll/per Woodland, LLC, A Utah limited liability company, this _____ day of _____, 2013, who duly acknowledged to me that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.

NOTARY PUBLIC

ACCEPTANCE

The Public Trail and Access Easement signed by _____ who is the _____ of _____, dated the _____ of _____, 20____, has been accepted by Layton City on the _____ day of _____, 20____.

J. STEPHEN CURTIS, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

STATE OF UTAH)

APPROVED AS TO FORM
BY *[Signature]* 3/11/13

COUNTY OF DAVIS : ss.)

On this _____ day of _____, 20____, personally appeared before me J. STEPHEN CURTIS, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and J. STEPHEN CURTIS acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4C

Subject: Proposal Award – Bowen, Collins and Associates – Project 13-10 – Professional Engineering Services for the Storm Water Master Plan – Resolution 13-14

Background: Resolution 13-14 authorizes the execution of an agreement between Layton City and Bowen, Collins and Associates for engineering services for the Storm Water Master Plan, Project 13-10. This project will provide the City with an updated Storm Water Master Plan, Hydrology Calculations, Impact Fee Facility Plan, and Impact Fee Analysis and Rate Study.

The State of Utah Division of Emergency Management selected a consultant, URS, to prepare updated FEMA 100-year storm water flood plain maps for the Davis County area. These updates are to correct and update the hydrology and flood insurance rate maps for Layton City stream channels. The City has coordinated with the consultant for the past year to provide accurate and reliable storm water data. After reviewing some of the results of the preliminary mapping with URS, Public Works Engineering has concerns about the accuracy of these studies and the negative impacts this will have to Layton City residents.

In order to provide correct and reasonable data to FEMA, Layton City submitted an appeal to the Division of Emergency Management and is proposing to retain a specialized consultant, Bowen, Collins and Associates, to assist with providing more accurate hydrology and flood plain mapping. There are a limited number of consultants that have the experience and are qualified by FEMA to perform these studies. Layton City has selected Bowen, Collins and Associates based upon their work history and the qualifications of the employees that have a specialized working knowledge with FEMA to perform these studies.

Layton City Public Works Engineering is partnering and providing a substantial amount of information for the Storm Water Master Plan. The fee to complete these services for the project is \$81,523. The design services are currently budgeted for this fiscal year 2012-2013.

Alternatives: Alternatives are to 1) Adopt Resolution 13-14 approving the agreement between Layton City and Bowen, Collins and Associates for professional engineering services for the Storm Water Master Plan, Project 13-10; 2) Adopt Resolution 13-14 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 13-14 and remand to Staff with directions.

Recommendation: Staff recommends the Council adopt Resolution 13-14 approving the agreement between Layton City and Bowen, Collins and Associates for professional engineering services for the Storm Water Master Plan, Project 13-10 and authorize the Mayor to sign the necessary documents.

RESOLUTION 13-14

A RESOLUTION AUTHORIZING LAYTON CITY TO ADOPT AND APPROVE AN AGREEMENT WITH BOWEN, COLLINS & ASSOCIATES TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the State of Utah Division of Emergency Management selected a consultant to prepare updated FEMA 100-year storm water flood plain maps for the Davis County area; and

WHEREAS, after reviewing the consultants results, the City is concerned about the accuracy of the studies and the negative impacts it could have on Layton City citizens; and

WHEREAS, the City has submitted an appeal to the State and proposed to retain its own specialized consultant to assist in providing more accurate hydrology and flood plain mapping; and

WHEREAS, there are a limited number of consultants that possess the experience and expertise to adequately perform these studies; and

WHEREAS, Bowen, Collins & Associates is a local professional engineering firm qualified by FEMA to perform the necessary work; and

WHEREAS, based upon their experience and expertise, the City has selected Bowen, Collins & Associates to contract with the City to perform the work necessary to accomplish the City's goals; and

WHEREAS, in reviewing the services provided in the proposed Agreement, it is the desire of Layton City to approve and adopt the Agreement, providing for Bowen, Collins & Associates to provide professional engineering services to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That Layton City enter into the Agreement between the City and Bowen, Collins & Associates, for the purpose of providing professional engineering services to assist in providing more accurate hydrology and flood plain mapping. A copy of said Agreement is attached hereto and incorporated herein by this reference.
2. That the Mayor be authorized to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this the **21st day of March, 2013.**

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

For _____
GARY CRANE, City Attorney

J. STEPHEN CURTIS, Mayor

SUBMITTING DEPARTMENT:

TERRY COBURN, Public Works Director

**AGREEMENT FOR PROFESSIONAL SERVICES
BOWEN, COLLINS & ASSOCIATES, INC.**

This AGREEMENT, dated _____, is made and entered into between Bowen, Collins & Associates, Inc., a Utah Corporation (herein called ENGINEER) and Layton City (herein called OWNER). This AGREEMENT is for the Storm Drain Master Plan, Impact Fee Facilities Plan, Impact Fee Analysis and Rate Study (herein called PROJECT).

In consideration of the mutual promises herein contained, ENGINEER and OWNER agree as follows:

1. AUTHORIZATION TO PROCEED

Execution of this AGREEMENT by OWNER will be authorization for the ENGINEER to proceed with the PROJECT, pursuant to the terms and conditions of this AGREEMENT.

2. ENGINEER'S SERVICES

- A. The ENGINEER agrees to provide the services as outlined in Attachment A "Scope of Services". The Scope of Services and project schedule described in Attachment A and the ENGINEER's compensation, identified in Attachment B, are good faith estimates only and may be revised as required, to meet PROJECT needs. The ENGINEER will perform the aforementioned services in a professional manner using the degree of care and skill that is normally employed by professional engineers or consultants on similar projects of equal complexity.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.

3. COMPENSATION AND PAYMENT

- A. Compensation for ENGINEER's services is identified in Attachment B. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.
- B. Invoicing will occur following the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice.

- C. A service charge of 10 percent will be applied to expenses incurred in performance of the PROJECT. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made including applicable interest.
- F. ANNUAL INFLATION ADJUSTMENT. Within the first sixty (60) days of every calendar year, Bowen, Collins & Associates, Inc. (BC&A) reserves the right to adjust established billing rates with OWNER to cover specific direct cost increases. BC&A will submit a revised Attachment A reflecting the billing rate adjustment at the effective date of change to the OWNER for documentation purposes. Any rate adjustment will be applicable on a go forward basis only.

4. INSURANCE

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
 - 1) Worker's Compensation

State	Statutory
Employer's Liability	\$1,000,000
 - 2) Comprehensive General Liability

Bodily Injury and Property Damage	\$1,000,000
Combined Single Limit	\$1,000,000
 - 3) Automobile Liability

Combined Single Limit	\$1,000,000
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 - 4) Professional Liability

	\$2,000,000
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5. LIMITATION OF LIABILITY

- A. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- B. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability, other than that caused by the willful, intentional, or negligent acts, errors, or omissions of the ENGINEER.
- C. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the ENGINEER is not retained to perform construction phase services on the PROJECT.
- D. The ENGINEER's maximum extent of liability, for any cause or combination of causes, shall be limited to direct damages and shall not exceed the amount of the ENGINEER's professional liability coverage for the ENGINEER's services on the PROJECT.
- E. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of ENGINEER.
- F. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

6. DEFECTS IN SERVICE

- A. The OWNER shall promptly report to the ENGINEER any defects or suspected defects in the ENGINEER's services of which the OWNER becomes aware, so that the ENGINEER may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/CONTRACTOR contract and shall require all subcontracts at any level to contain a like requirement. Failure by the OWNER and the OWNER's contractors or subcontractors to notify the ENGINEER shall relieve the ENGINEER of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

7. TERMINATION

- A. This Agreement may be terminated by either party in the event that the other party has not performed any material covenant or has otherwise breached any material term of this Agreement (i) upon receipt of written notice thereof if the nonperformance or breach is incapable of cure, or (ii) upon the expiration of ten (10) calendar days (or such additional cure period as the non-defaulting party may authorize) after receipt of written notice thereof if the nonperformance or breach is capable of cure and has not been cured.
- B. Upon termination, ENGINEER is entitled to full compensation as computed under this Agreement for the work completed by ENGINEER before written notice was given.
- C. Either party may terminate this Agreement without cause at any time upon thirty (30) days prior written notice to the other party.

8. ASSIGNMENT

This AGREEMENT shall be binding on the heirs, successors and assignees of the parties. This AGREEMENT may not be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by either party without the prior written consent of the other party. Unauthorized assignment is void and nonbinding.

9. OPINION OF PROBABLE CONSTRUCTION COST

Opinions of probable construction cost prepared by the ENGINEER are based on its experience with past projects of similar construction. It is understood that the ENGINEER has no control over economical factors or unknown conditions that may have a significant impact on actual PROJECT cost. The ENGINEER does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and opinions of probable construction cost.

10. DOCUMENTS

Contract documents, calculations, electronic information and survey information created by the ENGINEER as "instruments of service" are the property of the ENGINEER. OWNER's use of the documents and other "instruments of service" on any other project is prohibited and the ENGINEER accepts no liability for such action.

11. CONSTRUCTION PHASE SERVICES

- A. The ENGINEER has based its cost to provide construction phase services,

on the ENGINEER, its employees, subcontractors and agents being named as additional insured under any construction contractor(s) (herein CONTRACTOR) General Liability and Builder's All Risk Insurance. The OWNER shall include in any contract with the CONTRACTOR a statement to defend, indemnify and hold harmless the ENGINEER; it's employees, subcontractors and agents for any and all action resulting from construction activity.

- B. Observations performed by the ENGINEER or its agents are intended to assist the OWNER to obtain the best project possible and not to assume the CONTRACTOR's responsibility to comply with the requirements of any contract documents. The parties to this Agreement recognize that the CONTRACTOR has sole responsibility to ensure that any contract requirements are met. The CONTRACTOR is responsible for all methods used to complete the PROJECT and is responsible to follow all applicable safety procedures.
- C. "Record" documents prepared by the ENGINEER are based on information supplied by the CONTRACTOR and its agents and are only as accurate as the information provided by the CONTRACTOR. The ENGINEER does not assume responsibility for the accuracy of the "record" documents.

12. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws and the Fair Labor Standards Act.

13. HAZARDOUS WASTE

OWNER will indemnify ENGINEER from all claims, damages, losses, and costs, including attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances or contaminants from the PROJECT. OWNER recognizes that ENGINEER assumes no risk and/or liability for waste or the waste site.

14. ATTORNEY'S FEES

In the event any action or proceeding is brought by any party against any other party under this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and costs in such amount as the court may adjudge reasonable.

15. SEVERABILITY

The provisions of this AGREEMENT are severable, and should any provision hereof be void, overly broad or unenforceable, such void, overly broad or unenforceable provision shall not affect any other portion or provision of this AGREEMENT.

16. WAIVER

Any waiver by any party hereto of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this AGREEMENT on the part of the other party.

17. NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

ENGINEER Tena Campbell, P.E.
Bowen, Collins & Associates
154 East 14000 South
Draper, Utah 84020

OWNER James Woodruff
Layton City Engineer
437 N. Wasatch Drive
Layton, Utah 84041

Either party shall have the right to specify in writing another address to which subsequent notices to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed to the other party.

18. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

- Attachment A – Scope of Services
- Attachment B – Compensation.

This AGREEMENT constitutes the entire understanding and agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, and may only be changed by written amendment executed by both parties.

Approved for OWNER

Accepted for Bowen, Collins & Associates

By _____
Title _____
Date _____

By Craig L. Begley
Title Vice President
Date 3/11/2013

Approved as to Form

By [Signature]
Date 3/12/13

**Attachment A
LAYTON CITY
Storm Drain Master Plan, Impact Fee Facilities Plan, Impact Fee Analysis, and Rate
Study**

SCOPE OF SERVICES

Background and Objective

Layton City desires to update its storm drain master plan to better meet the needs of the future. Now is an opportune time to do so because FEMA is currently working to update flood maps in the City. To make sure the work completed by FEMA is as accurate as possible; the City would like to take a closer look at the overall hydrology of the City and provide FEMA with updated values for use in mapping. As part of the master planning process, the City would also like to update storm drain impact fees and monthly storm drain rates to reflect the recommended approach.

The Scope of Services presented herein describes the individual tasks that will be performed to accomplish this objective. It is recommended that the work be completed in three phases. The tasks in each phase include:

Task	Description
<i>Phase 1</i>	<i>Initial Data Collection and Hydrology Calculations</i>
Task 1	Collect, Review, and Organize Data
Task 2	Delineate Drainage Basins and Identify Storm Drain Trunk Lines
Task 3	Develop HEC-HMS Model of Existing Development Conditions
Task 4	Develop ASSA Model of Existing Development Conditions
<i>Phase 2</i>	<i>Master Plan and Impact Fee Facility Plan Development</i>
Task 5	Develop Hydraulic Model of Existing Development Conditions
Task 6	Develop Hydrologic Model of Future Development Conditions
Task 7	Identify Existing Deficiencies
Task 8	Identify Projected Future Operating Deficiencies
Task 9	Evaluate Improvements to Resolve Identified Deficiencies
Task 10	Develop a Storm Drain System Impact Fee Facilities Plan
Task 11	Document Results
<i>Phase 3</i>	<i>Impact Fee Analysis and Rate Study</i>
Task 12	Impact Fee Analysis
Task 13	Storm Drain Rate Analysis
Task 14	Document Results

Phase 1 – Initial Data Collection and Hydrology Calculations

Task 1 - Collect, Review, and Organize Data

Objective: To collect, review, and organize the data needed to evaluate system supply and to update and calibrate a digital model of the Layton City storm drain system. This data will be used to evaluate the existing storm drain system and identify system deficiencies and needed capital improvements.

Activities:

1. Review the following information that will be provided by Layton City:
 - Aerial topographic mapping
 - Aerial photographs
 - GIS storm drain inventory data
 - Storm drain and detention basin design and as-built drawings
 - Hydrologic and hydraulic model information
 - Previous Storm Drain Master Plan
 - Transportation plan
 - Zoning and land use plans.
2. Prepare for and attend a project kickoff meeting to review the project objectives and schedule, develop project and data coordination procedures, and discuss questions regarding information to be provided by the City.

Product: Information and understanding needed to evaluate the storm drain system and develop a master plan and computer model of the Layton City storm drain system and use it in preparing a capital improvements plan.

Task 2 – Delineate Drainage Basins and Identify Storm Drain Trunk Lines

Objective: To delineate drainage basins and identify storm drain trunk lines and regional detention basins.

Activities:

1. Delineate drainage basins and subbasins in association with developing a database of existing hydrologic characteristics for each subbasin. The City provided us with a shapefile containing 674 subbasins. We will analyze the subbasin delineations and combine subbasins based on topography, existing development and future land use. The goal is to reduce the total number of subbasin to approximately 200.
2. Identify storm drain trunk lines and regional detention basins to be included in the hydraulic model. For the purposes of this study, the storm drain trunk lines are defined as those facilities necessary to connect and route storm drain runoff from the subbasins. Storm drain facilities that do not convey runoff from an upstream drainage area will not be included in the analysis.

Product: A map and an electronic copy of the subbasin delineation and identified storm drain trunk lines. The City will be able to use the storm drain trunk lines to prioritize the collection of storm drain invert data.

Task 3 – Develop HEC-HMS Model of Existing Development Conditions

Objective: To develop a HEC-HMS hydrologic model of existing development conditions to quantify storm drain runoff peak flows for flood sources identified by FEMA.

Activities:

1. We propose to utilize the HEC-HMS hydrologic computer modeling software to develop an existing development conditions hydrologic model. The HEC-HMS modeling software program was chosen for this task because it is a FEMA approved program for hydrologic analysis. The purpose of this model is to estimate the 100-year peak flow for the flooding sources that have associate FEMA floodplain mapping.
2. The City has developed a shapefile for the 100-year runoff model that includes 49 subbasins. We will review the subbasin delineations, make minor modifications if necessary, and develop hydrologic modeling parameters for the subbasins based on hydrologic soil type and existing development conditions.
3. We will estimate reach characteristics (i.e. pipe or road, slope, roughness) to connect the subbasins.
4. Enter detention basin stage-storage curves provided by the City into HEC-HMS.
5. Calculate existing peak runoff values.
6. We will develop a technical memorandum that documents the methods and parameters we used to develop the HEC-HMS model. We will also include a summary table and figure showing the results of the analysis.

Products:

1. Electronic copy of HEC-HMS model of existing development conditions and technical memorandum summarizing analysis and results.

Task 4 – Develop ASAA Model of Existing Development Conditions

Objective: To develop an Autodesk Storm and Sanitary Analysis (ASSA) hydrologic model of existing development conditions to quantify storm drain runoff peak flows and volumes.

Activities:

1. We propose to utilize the ASSA hydrologic computer modeling software for this project. We plan to develop hydrologic modeling parameters for up to 200 subbasins based on hydrologic soil type and existing development conditions.
2. Import the subbasins developed in Task 2 into ASSA and enter the hydrologic parameters for each subbasin. We will connect the subbasins in ASSA with the storm drain trunk lines identified in Task 2. If the trunk line survey data is not

complete before we begin this activity, we will assume pipe sizes and slopes (to be update after we receive the full survey data).

3. Enter detention basin stage-storage curves provided by the City into ASSA.
4. Calculate existing peak runoff values for the 10-year event.

Products:

1. Electronic copy of ASSA model of existing development conditions.

Phase 2 – Master Plan and Impact Fee Facility Plan Development

Task 5 – Develop Hydraulic Model of Existing Development Conditions

Objective: Develop hydraulic model of existing and future development conditions. It is assumed Layton City will provide a complete survey of the storm drain trunk lines identified in Task 2 above in a GIS format that is compatible with ASSA.

Activities:

1. Import existing storm drain system information including pipes, catch basins, cleanouts, outfalls, detention basins, orifices, open channels and other storm drain infrastructure from the City’s storm drain survey into the ASSA computer model. We assumed that City personnel will perform any field reconnaissance required to verify system connectivity.
2. Create a profile of each trunk line and make the City aware of any suspicious configurations that may be an artifact of incorrectly enter the data.

Products:

1. Electronic copy of ASSA hydraulic model of existing development conditions

Task 6 – Develop Hydrologic Model of Future Development Conditions

Objective: Develop hydrologic model of future development conditions.

Activities:

1. Develop hydrologic modeling parameters for all subbasins that are not currently developed.
2. Calculate future development conditions peak runoff values.

Products:

1. Electronic copy of ASSA model of future development conditions.

Task 7 – Identify Existing Deficiencies

Objective: Identify portions of the existing Layton City storm drain system that do not meet recommended level of service criteria.

Activities:

1. BC&A will use the existing condition ASSA model to identify storm drain pipes and detention basins that do not meet the recommended level of service. Recommended level of service will be based on current City standards.

Product: A list of existing storm drain system deficiencies based on existing development conditions.

Task 8 – Identify Projected Future Deficiencies

Objective: Identify portions of the existing Layton City storm drain system that will not meet the recommended level of service based on future development conditions.

Activities:

1. Use the computer future development conditions model developed in Task 4 to identify existing storm drain pipes and detention basins that do not meet the recommended level of service.

Product: A list of existing storm drain system deficiencies based on future development conditions.

Task 9 – Evaluate Improvements to Resolve Identified Deficiencies

Objective: Evaluate alternative system improvements that, if implemented, would resolve the identified storm drain system deficiencies.

Activities:

1. Utilize the computer model to evaluate alternative storm drain system improvements to resolve the system deficiencies.
2. With City personnel, identify the recommended storm drain system capital improvement projects that will best resolve the identified system deficiencies. At this time, the City will also provide BC&A with a list of any additional condition related improvements it desires to include in the capital improvement plan.
3. Develop cost estimates for the recommended system improvements.

Product: A list of alternative capital improvement projects with cost estimates that can be implemented to resolve the identified storm drain system deficiencies.

Task 10 – Develop a Storm Drain System Impact Fee Facilities Plan

Objective: Develop a storm drain system impact fee facilities plan for budgeting and planning purposes.

Activities:

1. Meet with City personnel to develop prioritization criteria for recommended storm drain system improvement projects. Prioritize recommended capital improvement projects based on whether needed improvements are to correct existing deficiencies or associated with future development and the other prioritization criteria developed with City personnel.
2. Develop a detailed 10-year storm drain system impact fee facilities plan for Layton City.

3. Prioritize recommended improvements that should be made outside the 10-year planning window.
4. Assist the City with understanding notification requirements associated with impact fee law. It is assumed that the City will complete all actual notification.

Product: A 10-year impact fee facilities plan consistent with State law.

Task 11 – Document Results

Objective: Prepare a report summarizing the results of the master plan and impact fee facilities plan.

Activities:

1. Prepare a draft report that summarizes the results of the study and presents the recommended storm drain system impact fee facilities plan.
2. Meet with City personnel to review comments on draft report.
3. Incorporate City comments into the final report.
4. Present the results of the plan at a public hearing (as required by impact fee law).

Products:

1. Five copies of the draft storm drain system impact fee facilities plan report.
2. Ten copies of the final storm drain system impact fee facilities plan report.
3. One copy of a technical appendix (if any) that contains pertinent technical data used in developing the master plan report.
4. Technical exhibits as required for the public hearing.
5. Electronic copy of storm drain system impact fee facility plan report and appendices.

Phase 3 – Impact Fee Analysis and Rate Study

Task 12 – Impact Fee Analysis

Objective: To prepare an impact fee analysis based on the impact fee facilities plan in accordance with Section 11-36 of the Utah Code.

Activities:

1. Document the actual value of existing components of the systems as provided by the City
2. Document existing capacity for various components of the system based on our evaluation of the City’s existing system
3. Document required future capacity for various components of the storm drain system.
4. Document the cost of improvements required to meet future demands. This includes dividing the cost of all improvements between existing and future users and considering the cost of both buying-in to available existing capacity and constructing new facilities for future growth.
5. Calculate the total cost of providing system capacity to new development based on the data collected above. This will include consideration of the time value of money and debt service costs if any.

Product: Impact fee model in accordance with Utah Code.

Task 13 – Storm Drain Rate Analysis

Objective: To prepare a storm drain rate analysis based on cost-of-service principles and Utah law to establish legal, fair, and equitable rates that will provide the City with the revenue required to run the system, while still providing good value for its customers.

Activities:

1. To identify the rate approach that will work best for the City, we will meet with City staff to review your existing rates, discuss policy objectives, and collect financial and system data (O&M costs, storm drain billing data, etc.). Based on input from City staff, we will develop a rate approach tailored to meet the unique needs of the City.
2. Based on the approach selected, we will develop a digital storm drain rate model that accomplishes the following objectives:
 - a. projects future revenue requirements over the next 5 years based on O&M cost projections provided by the City, debt service schedules, and capital improvement plans;
 - b. distributes system costs to cost allocation categories in accordance with requirements for service based on a cost of service approach; and
 - c. determine the rates required to recover the approximate cost of service.
 - d. As needed, a strategy to implement the results over a period of time will be developed.
3. The results of the tasks above will be documented in a separate rate and impact fee analysis report as described below. Special emphasis will be placed on

demonstrating that the rates are fair and equitable and were calculated using cost-of-service principles to avoid future legal challenges.

Product: Storm drain rate model in accordance with objectives above.

Task 14 – Document Results

Objective: Prepare a report summarizing the results of the impact fee analysis and rate study.

Activities:

1. Prepare a draft report that summarizes the results of the study and presents the recommended storm drain system capital improvements plan.
2. Meet with City personnel to review comments on draft report.
3. Incorporate City comments into the final report.
4. Present the results of the plan at a public hearing (as required by impact fee law).

Products:

1. Five copies of the draft storm drain system master plan report.
2. Ten copies of the final storm drain system master plan report.
3. One copy of a technical appendix (if any) that contains pertinent technical data used in developing the master plan report.
4. Technical exhibits as required for the public hearing.
5. Electronic copy of the storm drain system master plan report.

Attachment B
Layton City
Storm Drain Master Plan - Phase 1
ENGINEERING FEE ESTIMATE
12/10/2012

LABOR

	OFFICE STAFF		ENGINEERING TECHNICIANS					ENGINEERS				SUBTOTAL HOURS	SUBTOTAL COST	
	OFFICE	EDITOR	TECH 1	TECH 3	TECH 5	PE	PM	SR						
Hourly Rate														
Phase 1														
Task 1 - Collect, Review, and Organize Data														
Review available information	2					12	4					18	\$1,672	
Kickoff meeting						4	4					8	\$796	
Task 2 - Delineate Basins and Identify SD Trunk Lines														
Delineate Basins and Subbasins						14	2					16	\$1,514	
Identify storm drain lines and regional detention basins						8	4					12	\$1,168	
Task 3 - Develop HEC-HMS Model of Existing Conditions														
Develop subbasin parameters						24	10					34	\$3,292	
Enter subbasin parameters into ASSA						4	1					5	\$478	
Calculate existing development conditions peak runoff values						2	2					6	\$616	
Prepare technical memorandum						24	8						\$3,080	
Task 4 - Develop ASSA Model of Existing Conditions														
Develop subbasin parameters						96	32					128	\$12,320	
Enter subbasin parameters into ASSA						16	2					18	\$1,700	
Calculate existing development conditions peak runoff values						6	3					11	\$1,094	
TOTAL LABOR	2	0	0	0	0	210	72	4	2	4	256	\$7,632	\$27,730	
TOTAL LABOR COSTS	\$132	\$0	\$0	\$0	\$0	\$19,530	\$7,632	\$436	\$0	\$0	\$27,730	\$27,730	\$27,730	

EXPENSES

Item	Unit	Rate	Total Cost
COMMUNICATION/COMPUTER			\$1,792
GEOTECHNICAL			\$0
PRINTING /GRAPHICS			\$50
AUTO MILEAGE	200	\$0.75	\$150
TRAVEL			\$0
MISC EXPENSES			\$19
POSTAGE			
SUPPLIES			
SURVEY			
AERIAL MAPPING			
TOTAL EXPENSES			\$2,011

Expenses include:
\$7/hr communications/computer charge
Mileage reimbursement at \$0.75/mile
10% Markup on Outside Services

TOTAL LABOR COST \$27,730
EXPENSES \$2,011
TOTAL COST \$29,741

Attachment B
Layton City
Storm Drain Master Plan - Phase 2
ENGINEERING FEE ESTIMATE
12/10/2012

	OFFICE STAFF				ENGINEERING TECHNICIANS				ENGINEERS				SUBTOTAL COST
	OFFICE	EDITOR	TECH 1	TECH 3	TECH 5	PE	PM	SR	SUBTOTAL HOURS	SUBTOTAL COST			
LABOR													
Hourly Rate	\$66.00	\$66.00	\$66.00	\$90.00	\$109.00	\$93.00	\$106.00	\$109.00					
Phase 2													
Task 5 – Develop Hydraulic Model of Existing Conditions													
Import existing storm drain system survey into ASSA	2					4	2					8	\$716
Create profile of each trunk line						4	2					6	\$584
Task 6 – Develop Hydrologic Model of Future Conditions													
Develop hydrologic model of future conditions						48	12					60	\$5,736
Task 7- Identify Existing Deficiencies													
Evaluate adequacy of existing system for existing condition						8	4					12	\$1,168
Task 8 - Identify Projected Future Deficiencies													
Evaluate adequacy of existing system for future condition						8	4					12	\$1,168
Task 9 - Evaluate Improvement Alternatives													
Evaluate improvement alternatives	2					24	16	2				44	\$4,278
Select recommended improvements						2	8	2				12	\$1,252
Cost estimates						12	2					14	\$1,328
Task 10 - Develop Impact Fee Facilities Plan													
Prioritize improvements						8	4					12	\$1,168
Develop detailed 10-year IFPP						12	4	2				18	\$1,758
Develop prioritized list of improvements beyond 10 years						8	2					10	\$956
Assist with notification requirements	2						2					4	\$344
Task 11 - Document Results													
Draft report	4	6		6		20	16	6				58	\$5,410
Review comments						4	2					6	\$584
Final Report	4	4		2		16	8	2				36	\$3,262
Present Results				2		8	8					18	\$1,772
TOTAL LABOR	14	10	0	10	0	186	96	14				330	\$31,484
TOTAL LABOR COSTS	\$924	\$660	\$0	\$900	\$0	\$17,298	\$10,176	\$1,526				\$31,484	

EXPENSES

Item	Unit	Rate	Total Cost
COMMUNICATION/COMPUTER			\$2,310
GEOTECHNICAL			\$0
PRINTING /GRAPHICS			\$100
AUTO MILEAGE	400	\$0.75	\$300
TRAVEL			\$0
MISC EXPENSES			\$8
POSTAGE			
SUPPLIES			
SURVEY			
AERIAL MAPPING			
TOTAL EXPENSES			\$2,718

Expenses include:
\$7/hr communications/computer charge
Mileage reimbursement at \$0.75/mile
10% Markup on Outside Services

TOTAL LABOR COST \$31,484
EXPENSES \$2,718
TOTAL COST \$34,202

Attachment B
 Layton City
 Storm Drain Master Plan - Phase 3
 ENGINEERING FEE ESTIMATE
 12/10/2012

	OFFICE STAFF				ENGINEERING TECHNICIANS				ENGINEERS				SUBTOTAL HOURS	SUBTOTAL COST	
	OFFICE	EDITOR	TECH 1	TECH 3	TECH 5	PE	PM	SR	TECH 3	TECH 5	PE	PM			SR
	M. Skousen	A. Hansen		S. Riggs	R. Garcia	K. Ballentine	M. Stayner	K. Larson							
Hourly Rate	\$66.00	\$66.00	\$66.00	\$90.00	\$109.00	\$93.00	\$106.00	\$109.00							
Phase 3															
Task 12 - Impact Fee Analysis															
Document actual value of existing system						12	2							14	\$1,328
Document existing capacity						4	2							6	\$584
Document future capacity						4	1							5	\$478
Document cost of improvements required for future demand						6								6	\$558
Calculate total cost of service to provide system capacity						12	6	2						20	\$1,970
Task 13 - Storm Drain Rate Analysis															
Identify rate objectives												2		2	\$218
Develop digital rate model											12	4		16	\$1,708
Document cost of service principles	2										6	2		10	\$986
Task 14 - Document Results															
Draft report	4	4		2						16	12	4		42	\$3,904
Review comments										4	2			6	\$584
Final Report	4	4		2						8	4	2		24	\$2,094
Present Results				2						8	8			18	\$1,772
TOTAL LABOR	10	8	0	6	0	74	55	16	0	\$6,882	\$5,830	\$1,744	\$16,184	169	\$16,184
TOTAL LABOR COSTS	\$660	\$528	\$0	\$540	\$0	\$6,882	\$5,830	\$1,744	\$0	\$6,882	\$5,830	\$1,744	\$16,184		

EXPENSES

Item	Unit	Rate	Total Cost
COMMUNICATION/COMPUTER			\$1,183
GEOTECHNICAL			\$0
PRINTING /GRAPHICS			\$100
AUTO MILEAGE	150	\$0.75	\$113
TRAVEL			\$0
MISC EXPENSES			\$0
POSTAGE			
SUPPLIES			
SURVEY			
AERIAL MAPPING			
TOTAL EXPENSES			\$1,396

Expenses include:
 \$7/hr communications/computer charge
 Mileage reimbursement at \$0.75/mile
 10% Markup on Outside Services

TOTAL LABOR COST \$16,184
EXPENSES \$1,396
TOTAL COST \$17,580

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4D

Subject: Bid Award – Brinkerhoff Excavating and Construction – Project 13-40 – 2013 Sanitary Sewer Construction – Resolution 13-13 – Oak Lane between Country Oaks Drive and 2350 East and Colonial Avenue between Adams Street and Lindsay Street

Background: Resolution 13-13 authorizes the execution of an agreement between Layton City and Brinkerhoff Excavating and Construction for the 2013 Sanitary Sewer Construction, Project 13-40. The project includes the construction of 2,575 lineal feet of new pipe, manholes and associated work items. This project will upgrade and relocate these lines into the City’s right-of way for better efficiency.

Seven bids were received, with Brinkerhoff Excavating and Construction submitting the lowest responsive, responsible bid in the amount of \$493,784.25. The engineer's estimate was \$525,000.00.

Alternatives: Alternatives are to 1) Adopt Resolution 13-13 awarding the bid to Brinkerhoff Excavating and Construction for the 2013 Sanitary Sewer Construction, Project 13-40; 2) Adopt Resolution 13-13 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 13-13 and remand to Staff with directions.

Recommendation: Staff recommends the Council adopt Resolution 13-13 awarding the bid to Brinkerhoff Excavating and Construction for the 2013 Sanitary Sewer Construction, Project 13-40 and authorize the City Manager to execute the agreement.

RESOLUTION 13-13

AUTHORIZING AN AGREEMENT WITH BRINKERHOFF EXCAVATING AND CONSTRUCTION FOR THE 2013 SANITARY SEWER CONSTRUCTION, PROJECT 13-40

WHEREAS, Layton City has elected to conduct sanitary sewer improvements to be known as the 2013 Sanitary Sewer Construction, Project 13-40; and

WHEREAS, the City received bids for the construction of the referenced project on March 12, 2013, with the results of these bids attached hereto, for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated each response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Layton City to conditionally select Brinkerhoff Excavating and Construction as the contractor for the 2013 Sanitary Sewer Construction, Project 13-40.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. Brinkerhoff Excavating and Construction (hereafter referred to as Brinkerhoff) is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for the 2013 Sanitary Sewer Construction, Project 13-40.

2. The City Manager is directed to conduct negotiations for an agreement (herein the "Agreement") with Brinkerhoff for the 2013 Sanitary Sewer Construction, Project 13-40. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bids as well as the price and other responses to the Advertisement for Bids contained in the proposal submitted by Brinkerhoff that are consistent with the intent of the Advertisement for Bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an Agreement for the 2013 Sanitary Sewer Construction, Project 13-40.

3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after Brinkerhoff has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Brinkerhoff shall constitute Brinkerhoff's offer for the 2013 Sanitary Sewer Construction, Project 13-40, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of Brinkerhoff's offer and the formal award of the contract to Brinkerhoff Excavating and Construction for the 2013 Sanitary Sewer Construction, Project 13-40, pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **21st day of March, 2013**.

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

For: _____
GARY CRANE, City Attorney

J. STEPHEN CURTIS, Mayor

SUBMITTING DEPARTMENT:

TERRY COBURN, Public Works Director

LAYTON CITY CORPORATION

THE 2013 SANITARY SEWER CONSTRUCTION, Project 13-40

Bid Opening March 12, 2013 @ 11:00 a.m.

Engineer's Estimate:
\$525,000

				1		2		3	
				Brinkerhoff Excavating		DG Concrete, Inc.		Kapp Construction	
DESCRIPTION	QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	
Schedule "A" - Oak Lane									
A1	F&I 8" PVC D-3034 SS	1,439	LF	30.25	43,529.75	28.60	41,155.40	63.10	90,800.90
A2	Const. 4' inside diameter MH	7	EA	2,456.00	17,192.00	2,200.00	15,400.00	2,675.00	18,725.00
A3	Const. 5' inside diameter MH	3	EA	2,564.00	7,692.00	2,700.00	8,100.00	3,336.00	10,008.00
A4	Rem. exst. pipe, regardless of size and	100	LF	25.00	2,500.00	10.00	1,000.00	14.30	1,430.00
A5	Rem. exst. MH	1	EA	750.00	750.00	250.00	250.00	773.00	773.00
A6	Abandon MH in place	5	EA	300.00	1,500.00	400.00	2,000.00	508.00	2,540.00
A7	Conn. exst. lateral to new main	12	EA	697.00	8,364.00	1,800.00	21,600.00	987.00	11,844.00
A8	By-pass pumping, if necessary	100	HR	40.00	4,000.00	30.00	3,000.00	175.00	17,500.00
A9	F&I 1" gravel bedding	2,300	TON	17.55	40,365.00	13.50	31,050.00	17.00	39,100.00
A10	F&I 3" select borrow matl.	7,700	TON	13.25	102,025.00	10.50	80,850.00	12.60	97,020.00
A11	R&R stand. curb and	140	LF	25.00	3,500.00	30.00	4,200.00	26.15	3,661.00
A12	R&R standard 4' sidewalk	60	LF	12.00	720.00	30.00	1,800.00	22.90	1,374.00
A13	R&R drive approach	50	LF	14.00	700.00	3.00	150.00	39.45	1,972.50
A14	Loop exst. ¾" -1" cul.	1	EA	200.00	200.00	100.00	100.00	546.00	546.00
A15	Loop exst. 8" waterline	1	EA	1,000.00	1,000.00	2,000.00	2,000.00	3,985.00	3,985.00
A16	Loop exst. 6-8" sec. wtrln	1	EA	1,000.00	1,000.00	2,000.00	2,000.00	3,687.00	3,687.00
A17	Install ¾-1" RB mat. over trenches	1,000	TON	15.15	15,150.00	17.00	17,000.00	14.10	14,100.00
A18	Install ¾" gradation asphalt over trenches	385	TON	85.00	32,725.00	120.00	46,200.00	87.05	33,514.25
A19	Flush & TV new SS main	1	LS	2,900.00	2,900.00	1,000.00	1,000.00	1,665.00	1,665.00
SCHEDULE A TOTAL:				\$285,812.75	\$278,855.40	\$354,245.65			

DESCRIPTION	QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	
Schedule "B" - Colonial									
B1	F&I 8" PVC D-3034 SS	1,134	LF	30.25	34,303.50	28.60	32,432.40	52.85	59,931.90
B2	Const. 4' inside diameter MH	3	EA	2,260.00	6,780.00	2,200.00	6,600.00	1,956.00	5,868.00
B3	Const. 5' inside diameter MH	1	EA	2,400.00	2,400.00	2,700.00	2,700.00	2,160.00	2,160.00
B4	Rem. exst. pipe, regardless of size and	50	LF	25.00	1,250.00	10.00	500.00	11.20	560.00
B5	Rem. exst. MH	1	EA	750.00	750.00	250.00	250.00	908.00	908.00
B6	Abandon MH in place	3	EA	300.00	900.00	400.00	1,200.00	710.00	2,130.00
B7	Repl. & conn. 4" lat. in ROW	29	EA	697.00	20,213.00	1,800.00	52,200.00	816.00	23,664.00
B8	By-pass pumping	100	HR	40.00	4,000.00	30.00	3,000.00	185.00	18,500.00
B9	F&I 1" gravel bedding	1,800	TON	17.55	31,590.00	13.50	24,300.00	17.00	30,600.00
B10	F&I 3" borrow material	5,900	TON	13.25	78,175.00	10.50	61,950.00	12.60	74,340.00
B11	R&R 6" wide curbing wall	50	LF	15.00	750.00	30.00	1,500.00	27.40	1,370.00
B12	F&P the ¾-1" RB mat. over trenches (min.	500	TON	15.15	7,575.00	17.00	8,500.00	14.00	7,000.00
B13	F&P ¾" asphalt over trenches (min. 3" thick)	200	TON	85.00	17,000.00	120.00	24,000.00	91.55	18,310.00
B14	Flush & TV new SS main	1	LS	2,285.00	2,285.00	1,000.00	1,000.00		0.00
SCHEDULE B TOTAL:				\$207,971.50	\$220,132.40	\$245,341.90			

SCHEDULE A:	285,812.75	278,855.40	354,245.65
SCHEDULE B:	207,971.50	220,132.40	245,341.90
GRAND TOTAL:	\$493,784.25	\$498,987.80	\$599,587.55

LAYTON CITY CORPORATION

THE 2013 SANITARY SEWER CONSTRUCTION, Project 13-40

Bid Opening March 12, 2013 @ 11:00 a.m.

Engineer's Estimate:
\$525,000

			4		5		6		7		
			Whitaker Construction.		H. Knudson Const., In		Assoc. Brigham Contr		Lyndon Jones Const.		
DESCRIPTION	QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	
Schedule "A" - Oak Lane											
A1	F&I 8" PVC D-3034 SS	1,439	LF	42.00	60,438.00	50.00	71,950.00	46.00	66,194.00	87.00	125,193.00
A2	Const. 4' inside diameter MH	7	EA	2,800.00	19,600.00	2,800.00	19,600.00	3,796.00	26,572.00	2,000.00	14,000.00
A3	Const. 5' inside diameter MH	3	EA	3,200.00	9,600.00	3,600.00	10,800.00	5,080.00	15,240.00	2,800.00	8,400.00
A4	Rem. exst. pipe, regardless of size and	100	LF	8.50	850.00	40.00	4,000.00	89.00	8,900.00	2.00	200.00
A5	Rem. exst. MH	1	EA	650.00	650.00	500.00	500.00	502.00	502.00	650.00	650.00
A6	Abandon MH in place	5	EA	550.00	2,750.00	300.00	1,500.00	360.00	1,800.00	900.00	4,500.00
A7	Conn. exst. lateral to new main	12	EA	725.00	8,700.00	1,200.00	14,400.00	2,290.00	27,480.00	600.00	7,200.00
A8	By-pass pumping, if necessary	100	HR	170.00	17,000.00	250.00	25,000.00	76.00	7,600.00	105.00	10,500.00
A9	F&I 1" gravel bedding	2,300	TON	19.00	43,700.00	26.00	59,800.00	24.00	55,200.00	20.00	46,000.00
A10	F&I 3" select borrow matl.	7,700	TON	14.00	107,800.00	14.00	107,800.00	18.00	138,600.00	18.00	138,600.00
A11	R&R stand. curb and	140	LF	33.00	4,620.00	40.00	5,600.00	31.00	4,340.00	30.00	4,200.00
A12	R&R standard 4' sidewalk	60	LF	34.00	2,040.00	30.00	1,800.00	120.00	7,200.00	25.00	1,500.00
A13	R&R drive approach	50	LF	11.00	550.00	40.00	2,000.00	51.00	2,550.00	65.00	3,250.00
A14	Loop exst. 3/4" -1" cul.	1	EA	550.00	550.00	800.00	800.00	2,411.00	2,411.00	1,800.00	1,800.00
A15	Loop exst. 8" waterline	1	EA	4,000.00	4,000.00	6,000.00	6,000.00	5,526.00	5,526.00	4,500.00	4,500.00
A16	Loop exst. 6-8" sec. wtrln	1	EA	3,100.00	3,100.00	5,500.00	5,500.00	3,866.00	3,866.00	3,600.00	3,600.00
A17	Install 3/4"-1" RB mat. over trenches	1,000	TON	19.00	19,000.00	25.00	25,000.00	21.00	21,000.00	22.00	22,000.00
A18	Install 3/4" gradation asphalt over trenches	385	TON	125.00	48,125.00	93.00	35,805.00	115.00	44,275.00	83.00	31,955.00
A19	Flush & TV new SS main	1	LS	3,200.00	3,200.00	2,300.00	2,300.00	1,663.00	1,663.00	3,500.00	3,500.00
SCHEDULE A TOTAL:				\$356,273.00		\$400,155.00		\$440,919.00		\$431,548.00	

DESCRIPTION	QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	
Schedule "B" - Colonial											
B1	F&I 8" PVC D-3034 SS	1,134	LF	35.00	39,690.00	38.00	43,092.00	37.00	41,958.00	86.50	98,091.00
B2	Const. 4' inside diameter MH	3	EA	2,600.00	7,800.00	2,700.00	8,100.00	3,640.00	10,920.00	2,000.00	6,000.00
B3	Const. 5' inside diameter MH	1	EA	3,100.00	3,100.00	3,500.00	3,500.00	4,924.00	4,924.00	2,800.00	2,800.00
B4	Rem. exst. pipe, regardless of size and	50	LF	8.50	425.00	40.00	2,000.00	45.00	2,250.00	2.00	100.00
B5	Rem. exst. MH	1	EA	650.00	650.00	500.00	500.00	200.00	200.00	650.00	650.00
B6	Abandon MH in place	3	EA	550.00	1,650.00	300.00	900.00	349.00	1,047.00	900.00	2,700.00
B7	Repl. & conn. 4" lat. in ROW	29	EA	1,450.00	42,050.00	1,400.00	40,600.00	1,559.00	45,211.00	1,200.00	34,800.00
B8	By-pass pumping	100	HR	170.00	17,000.00	250.00	25,000.00	53.00	5,300.00	105.00	10,500.00
B9	F&I 1" gravel bedding	1,800	TON	19.00	34,200.00	26.00	46,800.00	24.00	43,200.00	20.00	36,000.00
B10	F&I 3" borrow material	5,900	TON	14.00	82,600.00	14.00	82,600.00	18.00	106,200.00	18.00	106,200.00
B11	R&R 6" wide curbing wall	50	LF	22.00	1,100.00	40.00	2,000.00	30.00	1,500.00	35.00	1,750.00
B12	F&P the 3/4"-1" RB mat. over trenches (min.	500	TON	19.00	9,500.00	25.00	12,500.00	20.00	10,000.00	22.00	11,000.00
B13	F&P 3/4" asphalt over trenches (min. 3" thick)	200	TON	130.00	26,000.00	93.00	18,600.00	124.00	24,800.00	83.00	16,600.00
B14	Flush & TV new SS main	1	LS	2,750.00	2,750.00	1,600.00	1,600.00	1,361.00	1,361.00	3,000.00	3,000.00
SCHEDULE B TOTAL:				\$268,515.00		\$287,792.00		\$298,871.00		\$330,191.00	

SCHEDULE A:	356,273.00	400,155.00	440,919.00	431,548.00
SCHEDULE B:	268,515.00	287,792.00	298,871.00	330,191.00
GRAND TOTAL:	\$624,788.00	\$687,947.00	\$739,790.00	\$761,739.00

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4E

Subject: Bid Award – Hunt Electric Inc. – Project 13-60 – Annual Street Light Installation and Maintenance – Resolution 13-10 – Various Locations throughout the City

Background: Resolution 13-10 authorizes the execution of an agreement between Layton City and Hunt Electric, Inc. for the Annual Street Light Installation and Maintenance, Project 13-60. The project includes installation of approximately 160 street lights, conduit, copper cable, street light maintenance and associated items. This project is to install lights for City lighting projects, for new subdivisions which have purchased City lights, and for ongoing street light maintenance.

Nine bids were received, with Hunt Electric, Inc. submitting the lowest responsive, responsible bid in the amount of \$156,069.46. The engineer's estimate was \$200,000.00.

Alternatives: Alternatives are to 1) Adopt Resolution 13-10 awarding the bid to Hunt Electric, Inc. for the Annual Street Light Installation and Maintenance, Project 13-60; 2) Adopt Resolution 13-10 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 13-10 and remand to Staff with directions.

Recommendation: Staff recommends the Council adopt Resolution 13-10 awarding the bid to Hunt Electric, Inc. for the Annual Street Light Installation and Maintenance, Project 13-60 and authorize the City Manager to execute the agreement.

RESOLUTION 13-10

AUTHORIZING AN AGREEMENT WITH HUNT ELECTRIC INC. FOR THE ANNUAL STREET LIGHT INSTALLATION AND MAINTENANCE, PROJECT 13-60

WHEREAS, Layton City has elected to conduct street improvements to be known as the Annual Street Light Installation and Maintenance, Project 13-60; and

WHEREAS, the City received bids for the construction of the referenced project on February 21, 2013, with the results of these bids attached hereto, for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated each response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Layton City to conditionally select Hunt Electric, Inc. as the contractor for the Annual Street Light Installation and Maintenance, Project 13-60.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. Hunt Electric, Inc. (hereafter referred to as Hunt) is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for the Annual Street Light Installation and Maintenance, Project 13-60.

2. The City Manager is directed to conduct negotiations for an agreement (herein the "Agreement") with Hunt for the Annual Street Light Installation and Maintenance, Project 13-60. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bids as well as the price and other responses to the Advertisement for Bids contained in the proposal submitted by Hunt that are consistent with the intent of the Advertisement for Bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an Agreement for the Annual Street Light Installation and Maintenance, Project 13-60.

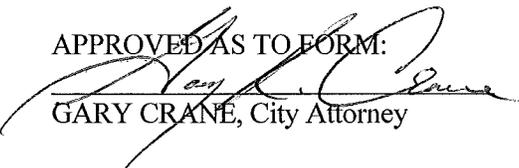
3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after Hunt has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Hunt shall constitute Hunt's offer for the Annual Street Light Installation and Maintenance, Project 13-60, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of Hunt's offer and the formal award of the contract to Hunt Electric, Inc. for the Annual Street Light Installation and Maintenance, Project 13-60, pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **21st** day of **March, 2013**.

ATTEST:

THIEDA WELLMAN, City Recorder

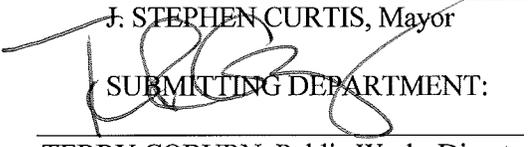
APPROVED AS TO FORM:



GARY CRANE, City Attorney

J. STEPHEN CURTIS, Mayor

SUBMITTING DEPARTMENT:



TERRY COBURN, Public Works Director

LAYTON CITY CORPORATION

THE ANNUAL STREET LIGHT INSTALLATION AND MAINTENANCE,
Project 13-60

Bid Opening February 21, 2013 at 2 pm
 Advertised February 3, 10, & 17, 2013

				1 Hunt Electric		2 B Jackson		3 Whiterock Electric	
DESCRIPTION		QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)
Item Description									
1.	Install Layton City provided SL-02 street light poles & fixtures	100	EA	\$559.86	\$55,986.00	\$698.00	\$69,800.00	\$951.00	\$95,100.00
2.	Install Layton City provided SL-04 street light poles & fixtures	30	EA	\$1,021.83	\$30,654.90	\$698.00	\$20,940.00	\$1,518.00	\$45,540.00
3.	Install Layton City provided SL-01 street light poles & fixtures	10	EA	\$1,083.14	\$10,831.40	\$1,105.00	\$11,050.00	\$1,643.00	\$16,430.00
4.	Install Layton City provided SL-03 street light poles & fixtures	25	EA	\$724.33	\$18,108.25	\$698.00	\$17,450.00	\$1,565.00	\$39,125.00
5.	Furnish & install schedule 40 PVC conduit and #6 TC direct burial copper cable	1,500	LF	\$15.23	\$22,845.00	\$12.80	\$19,200.00	\$7.10	\$10,650.00
6.	Furnish & install splice box	1	EA	\$264.79	\$264.79	\$125.00	\$125.00	\$450.00	\$450.00
7.	Furnish & install stainless steel meter housing	1	EA	\$2,123.12	\$2,123.12	\$4,665.00	\$4,665.00	\$5,082.00	\$5,082.00
8.	Power SL poles w/ City provided SL-02 SL poles & fixtures	10	EA	\$262.35	\$2,623.50	\$698.00	\$6,980.00	\$855.00	\$8,550.00
9.	Remove & replace knockdown SL-02 street light pole & fixture	1	EA	\$686.74	\$686.74	\$240.00	\$240.00	\$770.00	\$770.00
10.	Remove & replace knockdown SL-04 street light pole & fixture	1	EA	\$628.12	\$628.12	\$240.00	\$240.00	\$790.00	\$790.00
11.	Remove & replace knockdown SL-01 street light pole & fixture	1	EA	\$628.12	\$628.12	\$220.00	\$220.00	\$745.00	\$745.00
12.	Remove & replace knockdown SL-03 street light pole & fixture	1	EA	\$689.52	\$689.52	\$240.00	\$240.00	\$645.00	\$645.00
13.	Street Light maint., repair & misc. electrical repair	1	HOUR	\$55.00	\$55.00	\$65.00	\$65.00	\$50.00	\$50.00
14.	Furnish and install 2" sched. 40 PVC conduit and #6 TC direct burial copper cable	500	HOUR	\$15.49	\$7,745.00	\$12.99	\$6,495.00	\$7.14	\$3,570.00
15.	Furnish and install 1-1/2" and 2" sched. 40 PVC conduit and #6 TC direct burial copper cable through directional boring	100	HOUR	\$22.00	\$2,200.00	\$18.75	\$1,875.00	\$47.73	\$4,773.00
TOTALS:					\$156,069.46		\$159,585.00		\$232,270.00

LAYTON CITY CORPORATION

THE ANNUAL STREET LIGHT INSTALLATION AND MAINTENANCE,
Project 13-60

Bid Opening February 21, 2013 at 2 pm
 Advertised February 3, 10, & 17, 2013

DESCRIPTION	QTY	Unit	4 SCI		5 Power House		6 Black and McDonald	
			(\$ Per)	TOTAL (\$)	(\$ Per)	TOTAL (\$)	(\$ Per)	TOTAL (\$)
Item Description								
1. Install Layton City provided SL-02 street light poles & fixtures	100	EA	\$854.00	\$85,400.00	\$1,225.00	\$122,500.00	\$1,210.00	#####
2. Install Layton City provided SL-04 street light poles & fixtures	30	EA	\$1,990.00	\$59,700.00	\$1,460.00	\$43,800.00	\$1,210.00	\$36,300.00
3. Install Layton City provided SL-01 street light poles & fixtures	10	EA	\$2,100.00	\$21,000.00	\$1,820.00	\$18,200.00	\$2,385.00	\$23,850.00
4. Install Layton City provided SL-03 street light poles & fixtures	25	EA	\$2,100.00	\$52,500.00	\$1,820.00	\$45,500.00	\$1,210.00	\$30,250.00
5. Furnish & install schedule 40 PVC conduit and #6 TC direct burial copper cable	1,500	LF	\$5.05	\$7,575.00	\$6.00	\$9,000.00	\$10.00	\$15,000.00
6. Furnish & install splice box	1	EA	\$327.00	\$327.00	\$85.00	\$85.00	\$237.00	\$237.00
7. Furnish & install stainless steel meter housing	1	EA	\$6,130.00	\$6,130.00	\$4,875.00	\$4,875.00	\$5,880.00	\$5,880.00
8. Power SL poles w/ City provided SL-02 SL poles & fixtures	10	EA	\$1,190.00	\$11,900.00	\$1,075.00	\$10,750.00	\$2,385.00	\$23,850.00
9. Remove & replace knockdown SL-02 street light pole & fixture	1	EA	\$1,710.00	\$1,710.00	\$710.00	\$710.00	\$1,057.00	\$1,057.00
10. Remove & replace knockdown SL-04 street light pole & fixture	1	EA	\$2,620.00	\$2,620.00	\$1,000.00	\$1,000.00	\$1,057.00	\$1,057.00
11. Remove & replace knockdown SL-01 street light pole & fixture	1	EA	\$2,730.00	\$2,730.00	\$1,185.00	\$1,185.00	\$1,790.00	\$1,790.00
12. Remove & replace knockdown SL-03 street light pole & fixture	1	EA	\$2,730.00	\$2,730.00	\$1,185.00	\$1,185.00	\$1,057.00	\$1,057.00
13. Street Light maint., repair & misc. electrical repair	1	HOUR	\$102.00	\$102.00	\$200.00	\$200.00	\$150.00	\$150.00
14. Furnish and install 2" sched. 40 PVC conduit and #6 TC direct burial copper cable	500	HOUR	\$5.35	\$2,675.00	\$7.50	\$3,750.00	\$10.50	\$5,250.00
15. Furnish and install 1-1/2" and 2" sched. 40 PVC conduit and #6 TC direct burial copper cable through directional boring	100	HOUR	\$13.80	\$1,380.00	\$35.00	\$3,500.00	\$15.75	\$1,575.00
TOTALS:				\$258,479.00		\$266,240.00		\$268,303.00

LAYTON CITY CORPORATION

THE ANNUAL STREET LIGHT INSTALLATION AND MAINTENANCE,
Project 13-60

Bid Opening February 21, 2013 at 2 pm
 Advertised February 3, 10, & 17, 2013

		7 Cache Valley			8 Hidden Peak		9 Patriot Construction	
DESCRIPTION	QTY	Unit	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)	(\$ Per	TOTAL (\$)
Item Description								
1. Install Layton City provided SL-02 street light poles & fixtures	100	EA	\$1,266.14	\$126,614.00	\$1,592.54	\$159,254.00	\$2,586.00	\$258,600.00
2. Install Layton City provided SL-04 street light poles & fixtures	30	EA	\$1,538.67	\$46,160.10	\$1,904.42	\$57,132.60	\$2,586.00	\$77,580.00
3. Install Layton City provided SL-01 street light poles & fixtures	10	EA	\$1,657.27	\$16,572.70	\$2,003.68	\$20,036.80	\$2,886.00	\$28,860.00
4. Install Layton City provided SL-03 street light poles & fixtures	25	EA	\$1,726.88	\$43,172.00	\$1,987.54	\$49,688.50	\$2,586.00	\$64,650.00
5. Furnish & install schedule 40 PVC conduit and #6 TC direct burial copper cable	1,500	LF	\$7.14	\$10,710.00	\$9.76	\$14,640.00	\$8.52	\$12,780.00
6. Furnish & install splice box	1	EA	\$304.56	\$304.56	\$268.44	\$268.44	\$2,140.00	\$2,140.00
7. Furnish & install stainless steel meter housing	1	EA	\$5,395.58	\$5,395.58	\$6,616.01	\$6,616.01	\$6,050.00	\$6,050.00
8. Power SL poles w/ City provided SL-02 SL poles & fixtures	10	EA	\$1,266.21	\$12,662.10	\$1,542.46	\$15,424.60	\$3,200.00	\$32,000.00
9. Remove & replace knockdown SL-02 street light pole & fixture	1	EA	\$1,298.74	\$1,298.74	\$1,421.87	\$1,421.87	\$2,700.00	\$2,700.00
10. Remove & replace knockdown SL-04 street light pole & fixture	1	EA	\$1,299.00	\$1,299.00	\$1,648.03	\$1,648.03	\$2,700.00	\$2,700.00
11. Remove & replace knockdown SL-01 street light pole & fixture	1	EA	\$1,299.00	\$1,299.00	\$1,685.42	\$1,685.42	\$2,900.00	\$2,900.00
12. Remove & replace knockdown SL-03 street light pole & fixture	1	EA	\$1,299.00	\$1,299.00	\$1,655.30	\$1,655.30	\$2,700.00	\$2,700.00
13. Street Light maint., repair & misc. electrical repair	1	HOUR	\$70.00	\$70.00	\$141.36	\$141.36	\$55.00	\$55.00
14. Furnish and install 2" sched. 40 PVC conduit and #6 TC direct burial copper cable	500	HOUR	\$7.34	\$3,670.00	\$9.96	\$4,980.00	\$9.60	\$4,800.00
15. Furnish and install 1-1/2" and 2" sched. 40 PVC conduit and #6 TC direct burial copper cable through directional boring	100	HOUR	\$17.08	\$1,708.00	\$41.70	\$4,170.00	\$35.00	\$3,500.00
TOTALS:				\$272,234.78		\$338,762.93		\$502,015.00

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4F

Subject: Bid Award – Professional Pipe Services (dba Pro-Pipe) – Project 12-42 – 2012 Cleaning and Televising of Sanitary Sewer Lines – Resolution 13-12 – Various Locations throughout the City

Background: Resolution 13-12 authorizes the cleaning and televising of approximately 124,000 lineal feet of sanitary sewer mains, varying in size from 6 to 15 inches, located throughout the City. This is an ongoing project to help improve the condition of the sanitary sewer system and evaluate where any additional repairs are needed.

Three bids were received, with Pro-Pipe submitting the lowest responsive, responsible bid in the amount of \$92,763.60. The engineer's estimate was \$125,000.00.

Alternatives: Alternatives are to 1) Adopt Resolution 13-12 awarding the bid to Pro-Pipe for the 2012 Cleaning and Televising of Sanitary Sewer Lines, Project 12-42; 2) Adopt Resolution 13-12 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 13-12 and remand to Staff with directions.

Recommendation: Staff recommends the Council adopt Resolution 13-12 awarding the bid to Pro-Pipe for the 2012 Cleaning and Televising of Sanitary Sewer Lines, Project 12-42 and authorize the City Manager to execute the agreement.

RESOLUTION 13-12

AUTHORIZING AN AGREEMENT WITH PRO-PIPE FOR THE 2012 CLEANING AND TELEVISIONING OF SANITARY SEWER LINES, PROJECT 12-42

WHEREAS, Layton City has elected to conduct sanitary sewer system improvements to be known as the 2012 Cleaning and Televisioning of Sanitary Sewer Lines, Project 12-42; and

WHEREAS, the City received bids for the construction of the referenced project on March 12, 2013, with the results of these bids attached hereto, for the Council's review; and

WHEREAS, City Staff has reviewed and evaluated each response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Layton City to conditionally select Professional Pipe Services (dba Pro-Pipe) as the contractor for the 2012 Cleaning and Televisioning of Sanitary Sewer Lines, Project 12-42.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. Pro-Pipe is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for the 2012 Cleaning and Televisioning of Sanitary Sewer Lines, Project 12-42.

2. The City Manager is directed to conduct negotiations for an agreement (herein the "Agreement") with Pro-Pipe for the 2012 Cleaning and Televisioning of Sanitary Sewer Lines, Project 12-42. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bid as well as the price and other responses to the Advertisement for Bid contained in the proposal submitted by Pro-Pipe that are consistent with the intent of the Advertisement for Bid. In addition, the Agreement shall also include performance assurances from Pro-Pipe deemed necessary and appropriate by the City Manager. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an Agreement for the 2012 Cleaning and Televisioning of Sanitary Sewer Lines, Project 12-42.

3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after Pro-Pipe has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Pro-Pipe shall constitute Pro-Pipe's offer for the 2012 Cleaning and Televisioning of Sanitary Sewer Lines, Project 12-42 pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of Pro-Pipe's offer and the formal award of the contract to Pro-Pipe for the 2012 Cleaning and Televisioning of Sanitary Sewer Lines, Project 12-42, pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **21st day of March, 2012.**

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

File!

GARY CRANE, City Attorney

J. STEPHEN CURTIS, Mayor

SUBMITTING DEPARTMENT:

TERRY COBURN, Public Works Director

LAYTON CITY CORPORATION

THE 2012 CLEANING and TELEVISIONING OF SANITARY SEWER LINES, Project 12-42

		1			2			3			
		PRO-PIPE			TWIN "D" Inc.			Claude H. Nix Const.			
DESCRIPTION	QTY	Unit	(\$)	Per	TOTAL (\$)	(\$)	Per	TOTAL (\$)	(\$)	Per	TOTAL (\$)
1. Clean & TV 6" to 15" sanitary sewer lines	123,630	lf	0.72		89,013.60	0.70		86,541.00	2.04		252,205.20
2. Provide pumping services for lines not TV'd	50	hr	0.00		0.00	0.00		0.00	272.00		13,600.00
3. Raise existing manholes to grade	10	ea	375.00		3,750.00	655.00		6,550.00	593.00		5,930.00
Total					\$92,763.60			\$93,091.00			\$271,735.20
Alternates and/or additions											
4. Clean by Power Flushing equipment		lf	0.40			0.40			1.80		
5. F&I 2" riser rings for MH Item #3		Inch	35.00			50.00			89.00		
6. Adj. MH to grade w/ new MH or Cone		ft	700.00			750.00			1309.00		

Bid Opening March 12, 2013

Engineer's Estimate: \$125,000

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4G

Subject: Acceptance of Quit-Claim Deed from Horseshoe Properties and Transfer of Same Property to Utah Department of Transportation (UDOT) for Installation of a Traffic Signal – Resolution 13-11 Approximately 1370 North Main Street

Background: A new traffic signal is proposed to be constructed at Angel Street and Main Street by UDOT. A portion of the land for the proposed signal owned by Horseshoe Properties is being dedicated to the City. Layton City is deeding the same property to UDOT for the new signal.

Alternatives: Alternatives are to 1) Adopt Resolution 13-11 accepting the quit claim deed from Horseshoe Properties and transfer of same property to Utah Department of Transportation for installation of a traffic signal; 2) Adopt Resolution 13-11 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 13-11 and remand to Staff with directions.

Recommendation: Staff recommends the Council adopt Resolution 13-11 accepting the quit-claim deed from Horseshoe Properties and transfer of same property to Utah Department of Transportation for installation of a traffic signal and authorize the Mayor to sign the necessary documents.

RESOLUTION 13-11

A RESOLUTION ACCEPTING APPROXIMATELY 0.001 ACRES OF PROPERTY FROM HORSESHOE PROPERTIES, L.C., LOCATED AT APPROXIMATELY 1370 NORTH MAIN STREET SR-126, AND GRANTING A QUIT CLAIM DEED FOR THE SAME PROPERTY TO THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A TRAFFIC SIGNAL; AUTHORIZING THE MAYOR TO EXECUTE THE ACCEPTANCE AND TRANSFER OF THE PROPERTY

WHEREAS, in a cooperative effort with Utah Department of Transportation (hereinafter "UDOT") and Horseshoe Properties, L.C. (hereinafter "Horseshoe") the City intends to install a traffic signal at approximately 1370 North Main Street, State Road 126; and

WHEREAS, the property necessary for the installation of the signal is owned by Horseshoe; and

WHEREAS, in order to facilitate the installation of the signal, Horseshoe wishes to dedicate a portion of the Property to the City and the City will in turn deed the same portion of the Property to UDOT; and

WHEREAS, it is in the best interests of the City and its citizens to have a traffic signal installed on at the corner of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the City accept the Quit-Claim Deed from Horseshoe and grant the Quit-Claim Deed to UDOT, which are attached hereto and incorporated herein by this reference.
2. That the Mayor be authorized to sign the acceptance of said Quit-Claim Deed and the Quit-Claim Deed granting property to UDOT on behalf of the City.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **21st day of March, 2013.**

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

For: _____
GARY CRANE, City Attorney

J. STEPHEN CURTIS, Mayor

SUBMITTING DEPARTMENT:

TERRY COBURN, Public Works Director

WHEN RECORDED, MAIL TO:
Layton City
437 North Wasatch Drive
Layton, Utah 84041

Quit Claim Deed
(Limited Liability Company)

Davis County	Tax ID No.	10-044-0042
	Parcel No.	0126:1
	Project No.	S-0126(21)2

Horseshoe Properties, L.C.

a Limited Liability Company of the State of Utah Grantor(s),
hereby QUIT CLAIMS to LAYTON CITY, at 437 North Wasatch Drive, Layton, Utah 84041, Grantee, for the sum of ten Dollars, and other good and valuable consideration, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee for a traffic safety improvement of the existing highway State Route 126 known as Project No. S-0126(21)2, being part of an entire tract of property situate in the NE1/4SE1/4 of Section 18, T.4N., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract at the intersection of the northeasterly right of way line of the existing highway State Route 126 and the westerly right of way line of the existing Angel Street which corner is 694.43 feet S.00°03'20"E. along the easterly section line of said section and 33.00 feet S.89°37'59"W. and 147.36 feet S.00°03'20"E. along said westerly right of way line of Angel Street from the East Quarter Corner of said Section 18, said corner is also approximately 50.00 feet perpendicularly distant northeasterly from the control line of said project opposite engineer station 19+16.40; and running thence N.51°21'14"W. (N.51°19'00"W. by record) 10.00 feet along said northeasterly right of way line of said highway to a point 50.00 feet perpendicularly distant northeasterly from said control line of opposite engineer station 19+06.40; thence N.64°17'43"E. 8.66 feet to a point in said westerly right of way line of Angel Street to a point 33.00 feet perpendicularly distant westerly from said control line of opposite engineer station 68+12.39; thence S.00°03'20"E. 10.00 feet along said westerly right of way line to the point of beginning as shown on the official map of said project on file in the office of Layton City. The above described parcel of land contains 39 square feet in area or 0.001 acre, more or less.

(Note: Rotate all bearings in the above description 00°20'35" clockwise to obtain highway bearings.)

Continued on Page 2
LIMITED LIABILITY RW-01LL (11-01-03)

DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed
(City)

Davis County

Tax ID No. 10-044-0042
Parcel No. 0126:1
Project No. S-0126(21)2

Layton City

a City of the State of Utah Grantor(s),
hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION,
at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee,
for the sum of Ten Dollars,
and other good and valuable considerations, all right, title, and
interest in and to the following described parcel of land in
Davis County, State of Utah, to-wit:

A parcel of land in fee for a traffic safety improvement of the existing highway State Route 126 known as Project No. S-0126(21)2, being part of an entire tract of property situate in the NE1/4SE1/4 of Section 18, T.4N., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract at the intersection of the northeasterly right of way line of the existing highway State Route 126 and the westerly right of way line of the existing Angel Street which corner is 694.43 feet S.00°03'20"E. along the easterly section line of said section and 33.00 feet S.89°37'59"W. and 147.36 feet S.00°03'20"E. along said westerly right of way line of Angel Street from the East Quarter Corner of said Section 18, said corner is also approximately 50.00 feet perpendicularly distant northeasterly from the control line of said project opposite engineer station 19+16.40; and running thence N.51°21'14"W. (N.51°19'00"W. by record) 10.00 feet along said northeasterly right of way line of said highway to a point 50.00 feet perpendicularly distant northeasterly from said control line of opposite

Continued on Page 2
CITY RW-01CY (11-01-03)

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 4H

Subject: Final Plat Approval – Foothills at Cherry Lane Phase 5 – Approximately 1925 East Oakridge Drive

Background: The applicant, Brighton Homes, is requesting final plat approval for the proposed Phase 5 of the subdivision to be developed on 2.59 acres of vacant land. Similar residentially zoned subdivisions surround this phase.

The proposed final plat consists of eight lots with each lot meeting the area requirements of the R-1-10 residential zone. The frontage of each lot meets the frontage requirements of the R-1-10 zone.

Alternatives: Alternatives are to 1) Grant final plat approval to Foothills at Cherry Lane Phase 5 subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting final plat approval.

Recommendation: On February 26, 2013, the Planning Commission unanimously recommended the Council grant final plat approval to Foothills at Cherry Lane Phase 5 subject to meeting all Staff requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II

Date: March 21, 2013

Re: Foothills at Cherry Lane Phase 5 Final Plat

Location: Approximately 1925 East Oakridge Drive

Zoning: R-1-10 (Single Family Residential)

Background: The applicant, Brighton Homes, has developed and is building in Phases 1 through 4, and will develop and build in Phase 5. The proposed phase is located in the east portion of the subdivision and connects to Phase 3.

The applicant is proposing to subdivide the property into 8 lots on 2.59 acres. All proposed lots meet the R-1-10 zoning requirements with regards to area and frontage.

There are minor corrections required on the plat that will need to be changed before a final mylar is submitted for recording.

Staff Recommendation:

Staff recommends final plat approval be granted subject to meeting all Staff requirements as outlined in Staff memorandums.

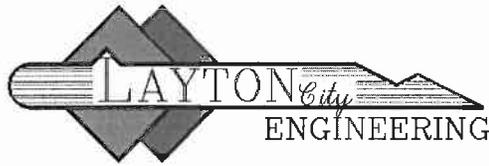
Engineering

Planning

Fire

Planning Commission Action: On February 26, 2013, the Planning Commission voted unanimously to recommend the Council grant final plat approval subject to meeting all Staff requirements.

The Commission asked for public comment. No public comments were given.



MEMORANDUM

TO: Patrick Scott, patrick@brightonhomes-utah.com
Greg Day – gday@focusutah.com

CC: Community Development Department and Fire Department

FROM: Debi Richards, Assistant City Engineer

DATE: February 5, 2013

SUBJECT: Foothills at Cherry Lane Phase 5 – Final Review (2nd Submittal)

I have reviewed the plans received January 29, 2013, for the Foothills at Cherry Lane Phase 5 subdivision located at approximately 2100 East and Oakridge Drive. The plans have been stamped "Approved – As Corrected". The following comments and corrections must be addressed and six sets of plans signed and stamped by a licensed P.E. submitted prior to scheduling a pre-construction meeting.

Bonding – A cost estimate must be submitted. Bonding will be required for all Oakridge Drive improvements.

Dedication Plat

1. A final title report must be submitted. All easements in the title report must be shown on the plat and a signature block provided for the easement owner.
2. The call between the second and third call after the point of beginning shown as S00d25'00"E, 17.46' should be located on the interior of the lot line it is referring to.
3. The east boundary length is shown as 350.12 in the legal description and 350.14 on the drawing.
4. The fifth call after the point of beginning is missing the delta angle in the legal description.
5. The closure error is .018'. The boundary should close to within .015'.
6. Phase 5 boundary overlaps Foothills at Cherry Lane Phase 2 by 0.39 feet.
7. The total of the interior distances along the west boundary of lots 502 and 503 (17.46' and 113.67') do not match the subdivision west boundary (137.32').
8. Lot 501 has a failure to close of 4.7± feet. C3 total does not match C1, C2 and C8.
9. The bearing and distance to the **center** of the bubble of the knuckle must be added.
10. The bearing and distance is missing for the common line between lots 507/508.
11. C12 should be a total of C14, C11 and C10. It appears to be missing C14.

Sheet C01 – A note must be added stating the contractor is responsible to install the underground power, light pole and light assembly. The type of light to be installed at each location must be noted on this sheet and PP-01 and PP-02.

Sheet C02 – The lowest finished floor elevation (basement) for each lot should be added to this sheet.

Sheet C03 & C04 – A copy of the updated NOI or a new NOI must be submitted prior to scheduling a pre-construction meeting.

Sheet PP-01 – There should be a minimum 0.5'-1.0' of clearance between the land drain pipe and the sanitary sewer pipe to avoid conflicts with the laterals.

Text is missing in the plan view for the 15 inch RCP from SD combo #501 to SDMH #501.

The scale is incorrect on this sheet and sheet PP-02.

Sheet PP-02 - A typical street cross section from the centerline to the north right of way for Oakridge Drive must be added.

The new curb and gutter should be extended to the east boundary at the correct location. The contractor and public works inspector can determine how to tie into the existing improvements in the field to avoid removing and replacing the new curb and gutter when the development to the east begins.

A 2 inch mill and overlay must be installed lip to lip from 5.0 feet west of the storm drain connection to 5.0 feet east of the secondary water connection on Oakridge Drive. This must be shown on the plans.

Water Exactions – Based on the submitted dedication plat for 8 lots in Phase 5, and the use of secondary water, the water exaction requirement for this phase is 1.5 acre feet. The water exactions must be dedicated to Layton City prior to scheduling a pre-construction meeting.

Secondary Water – Final approval of any development in the Kays Creek Irrigation area will require written documentation from the irrigation company indicating the fees for secondary water service have been paid and the plans are approved.

An electronic file in an AutoCad format of the subdivision plans must be submitted.



• Fire Department •
Kevin Ward • Fire Chief
Telephone: (801) 336-3940
FAX: (801) 546-0901

Mayor • J. Stephen Curtis
City Manager • Alex R. Jensen
Asst. City Manager • James S. Mason

MEMORANDUM

TO: Community Development, Attention: Julie Jewell

FROM: Douglas K. Bitton, Fire Prevention Specialist 

RE: Foothills at Cherry Lane Phase V @ 2019 East Oak Ridge Drive

CC: 1) Engineering
2) Greg Day, dgay@focusutah.com
3) Patrick Scott, Patrick@brightonhomes-utah.com

DATE: February 1, 2013

I have reviewed the site plan submitted on January 29, 2013 for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The minimum fire flow requirement is 1,000 gallons per minute for 60 consecutive minutes for residential one and two family dwellings. Fire flow requirements may be increased for residential one and two family dwellings with a building footprint equal to or greater than 3,600 square feet or for buildings other than one and two family dwellings. Provide documentation that the fire flow has been confirmed through the Layton City Engineering Division, Water Model.
2. Sheet C01 of the Site and Utility Plan, identifies at the southeast entrance off of Oak Ridge the relocation of an existing fire hydrant. This hydrant is very old and will need to be updated with a new hydrant that matches engineering specifications. This hydrant shall face Oak Ridge Drive. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 ½" connection facing the point of access for Fire Department Apparatus. Provide written assurance that this will be met.



3. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow available for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.
4. All fire apparatus access roads shall be a minimum all-weather, driveable and maintainable surface. There shall be a minimum clear and unobstructed width of not less than 26 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. Dead-end roads created in excess of 150 feet in length shall be provided with an approved turn-around.
5. A submittal of final approved site plan is required in a PDF format addressed to dbitton@laytoncity.org.

These plans have been reviewed for Fire Department requirements only. Other departments must review these plans and may have their requirements. This review by the Fire Department must not be construed as final approval by Layton City.

DKB\Foothills PH V FINAL:kn
Plan #S13-019, District #32
Project Tracker #LAY 1301071341



CITY COUNCIL

March 21, 2013

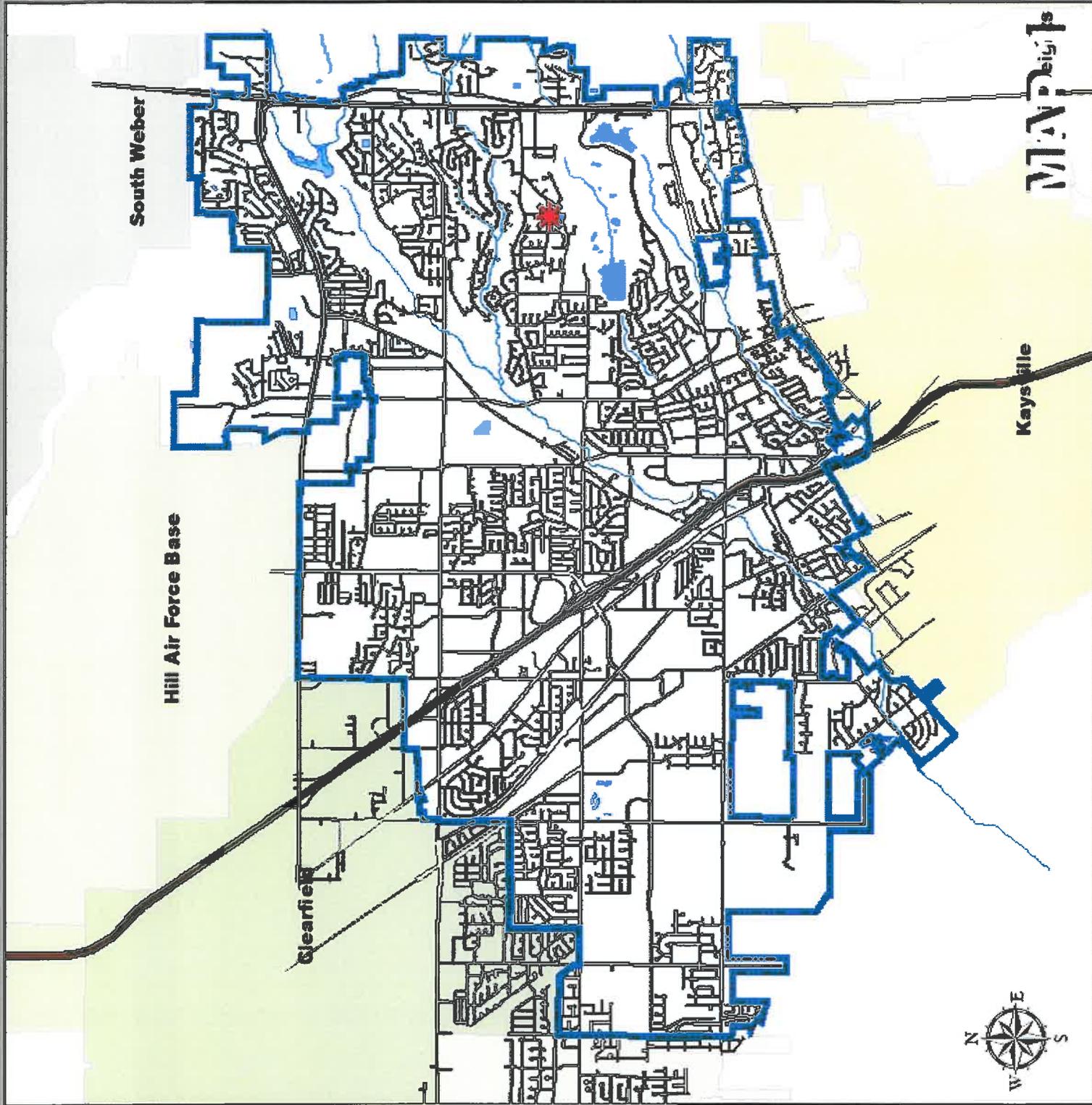
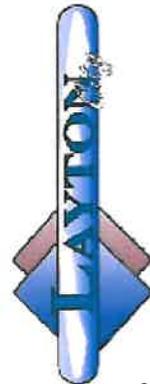
Foothills at Cherry Lane Phase 5 Final

Legend

-  City Boundary
-  Highways
-  Interstate 15
-  Streams
-  Lakes

 - Project Site

1 inch = 5,000 feet



MAP

CITY COUNCIL

March 21, 2013

Foothills at Cherry Lane Phase 5 Final

Legend

-  City Boundary
-  Highways
-  Interstate 15
-  Streams
-  Lakes

 - Project Area



1 inch = 430 feet

