NOTICE OF A VINEYARD
CITY COUNCIL MEETING
December 9, 2020 at 6:00 PM

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, December 9, 2020 at 6:00 p.m. This meeting will be held electronically, but the public is welcome to attend in person at our anchor location in the City Council Chambers at 125 South Main Street, Vineyard, Utah.

This meeting can be viewed live through Zoom. Please click on this link https://zoom.us/j/92365510446?pwd=b3EraXVCNWVjQjBTTjZlalVhMENvQT09 or dial 1-301-715-8592 US or 1-253-215-8782 to join the meeting. You can also view the meeting on our YouTube Channel.

AGENDA

Presiding Mayor Julie Fullmer

REGULAR SESSION

1. **CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE – *to be announced.***

2. **PUBLIC COMMENTS** *(15 minutes)*
   "**Public Comments"** is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

Public comments can be submitted ahead of time to pams@vineyardutah.org. Public comments will also be taken through the zoom app by either using the 'chat' feature or the 'raise hand' feature when prompted.

3. **MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

4. **STAFF, COMMISSION, AND COMMITTEE REPORTS** *(3 minutes each)*
   4.1 City Manager Jacob McHargue – Quarterly Budget Report
   4.2 City Planner II Briam Amaya Perez – Quarterly Code Enforcement Report

5. **CONSENT ITEMS** *(Items do not require discussion or public comment and can be approved by a single motion.)*
   - **5.1** Approval of the November 11, 2020 City Council Meeting Minutes
   - **5.2** Approval of the November 24, 2020 City Council Special Session
   - **5.3** Approval of Resolution 2020-20 Ranked Choice Voting Pilot Project Approval
   - **5.4** Approval of the Assemble Contract
   - **5.5** Approval of the Aquatic Resource Delineation Contract
   - **5.6** Approval of Bike and Skate Park Mater Design Plan Services
   - **5.7** Approval of the Facil HR Contract

6. **MAYOR'S APPOINTMENTS**
   Planning Commission .....1 vacancy
   Mayor Fullmer will reappoint, with the advice and consent of the City Council, Bryce Brady, to the Planning Commission.

7. **DISCUSSION/PRESENTATIONS**
   No items were submitted.

8. **BUSINESS ITEMS**
   8.1 PUBLIC HEARING – Zoning Text Amendment 15.34.030 Accessory Buildings, 15.12 Establishment of Districts and Zoning Tables and 15.34.150 Home Occupations (Ordinance 2020-16)
   (This item was continued from the November 11, 2020 City Council Meeting. A Public hearing was held on this item at the November 11, 2020 City Council meeting and is still open.)
   Community Development Director Morgan Brim will present an ordinance which, proposes adding provisions allowing accessory structures to be used with approved home occupations, allowing detached accessory structures within established side/front yard areas of a single-family zoned lot and clarifies setback requirements for residential swimming pools. The mayor and City Council will act to adopt (or deny) this request by Ordinance.

   8.2 DISCUSSION AND ACTION – Water System Design Build Out Contract *(15 minutes)*
   Assistant Public Works Director Chris Wilson will present the water system design build out contract with Hansen, Allen & Luce, Inc. The mayor and City Council will take appropriate action.

9. **CLOSED SESSION**
   The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of (these are just a few of the items listed, see Utah Code 52-4-205 for the entire list):
   (a) discussion of the character, professional competence, or physical or mental health of an individual
   (b) strategy sessions to discuss collective bargaining
   (c) strategy sessions to discuss pending or reasonably imminent litigation
   (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares

(e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares
(f) discussion regarding deployment of security personnel, devices, or systems;
(g) the purpose of considering information that is designated as a trade secret, as defined in Section 13-24-2, if the public body's consideration of the information is necessary in order to properly conduct a procurement under Title 63G, Chapter 6a, Utah Procurement Code;

10. ADJOURNMENT

The next regularly scheduled meeting is January 13, 2020.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

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

AGENDA NOTICING COMPLETED ON: December 8, 2020

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER

MINUTES OF A VINEYARD
CITY COUNCIL MEETING
This meeting was held electronically, via Zoom,
due to the COVID-19 gathering restrictions
November 11, 2020 at 6:01 PM

_____

Present	**Absent**
Mayor Julie Fullmer	
Councilmember John Earnest	
Councilmember Tyce Flake	
Councilmember Chris Judd	
Councilmember Cristy Welsh	

Staff Present: City Manager Jacob McHargue, Assistant City Engineer Chris Wilson, City Attorney Jayme Blakesley, Community Development Director Morgan Brim, Planner II Briam Amaya Perez, Building Official George Reid, Water Manager Sullivan Love, City Recorder Pamela Spencer, Planning Commission Chair Anthony Jenkins, Planning Commissioner Bryce Brady

Others Speaking: Residents Dan Stovall, John Wallace, Ryan Erdmann, Joe Nettleton, Tyler Reese, Chris Price, Alex McIntosh, Aysha Swagmoney, Julie Cox, Malaysia and Alani Fua, Naomi Jenkins, Jesse Blake, Shay, Clint, Jennifer Jones, Aysha Payne, and Jamie Borget; Jamie Johnson with the WatersEdge Homeowners Association; Cindy Wilmshurst and Courtney Meinor with the Utah Department of Human Services; Jason Peery with CircusTrix; Brad Gilson with Gilson Engineering

6:01 PM REGULAR SESSION

1. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

Mayor Fullmer opened the meeting at 6:01 PM. Councilmember Earnest led the Pledge of Allegiance and Mayor Fullmer gave the invocation. Mayor Fullmer then read the written determination required to hold an all-electronic meeting.

WRITTEN DETERMINATION

This meeting will be an electronic meeting according to Vineyard Municipal Code Section 3.08.030.

I, Julie Fulmer, as the Mayor of the Vineyard City Council, do hereby find and declare as follows:

1. Due to the Emergency conditions which currently exist in the State of Utah, and specifically in Utah County and Vineyard City as a result of the COVID-19 Pandemic and the recent surge in COVID-19 infections across the state and in Utah County, the holding of public meetings with an anchor location as defined in the *Utah Open and*

Public Meetings Act, presents a substantial risk to the health and safety of those who may be present at the anchor location; and

2. The risk to those who may be present at an anchor location can be substantially mitigated by holding public meetings of the City Council pursuant to electronic means that allow for public participation via virtual means; and

3. The City has the means and ability to allow virtual participation in the public meetings in accordance with the *Utah Open and Public Meetings Act*;

NOW THEREFORE, BASED UPON THE FOREGOING,

For thirty days from the date of this Order, meetings of the Vineyard City Council shall be conducted by virtual means without an anchor location.

2. PUBLIC COMMENTS

Mayor Fullmer called for public comments. Hearing none, she closed the public session.

3. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Councilmember Earnest reported that emergency rooms were filling up and hospitals were urging people to stay home if they felt sick and to reach out to their doctor if they have been sick for a while, instead of rushing to the emergency room.

In observance of Veteran's Day Mayor Fullmer thanked all veterans for their service.

4. STAFF, COMMISSION, AND COMMITTEE REPORTS

4.1 City Manager Jacob McHargue

Mr. McHargue reported that the city had continued discussions on a couple of contracts. One contract was with Union Pacific Railroad on removing the rail spur along Geneva Road, which they were close to having ready. He said that another contract was the design of the water tank, which should be ready to present at the December City Council meeting.

Councilmember Welsh asked where the tank would be located. Mr. McHargue replied that they had two possible locations: one in the city and one in Orem next to the Orem Community Hospital. There was a discussion about the locations.

4.2 Utah County Sheriff's Office – Sergeant Holden Rockwell – Quarterly Report

Sergeant Rockwell reviewed his report. He said that case numbers and traffic stops had gone up and burglaries had gone down. He said that assaults, domestic violence, drug and alcohol cases had also gone up. He said that response times for priority 1 and 2 calls had gone down. He felt that the response times would be reduced even further once the Center Street overpass was open. Sergeant Rockwell mentioned that there had been a change in the deputies who were serving in Vineyard.

5. CONSENT ITEMS

5.1 Approval of the October 28, 2020 City Council Meeting Minutes

Mayor Fullmer called for a motion.

DRAFT

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE CONSENT ITEM 5.1. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

6. MAYOR'S APPOINTMENTS

No names were submitted.

Mayor Fullmer turned the time over to resident Dan Stovall living in the Providence subdivision for public comment.

Mr. Stovall said that for nearly two years the residents in the Providence subdivision have had a problem with people from the Lochs, Tucker Row, and the Preserve parking on the streets in their subdivision. He said that they were parking along the entire road, including blocking driveways, and near corners and stop signs. He said that there had been several near-miss accidents involving automobiles, pedestrians, and cyclists on their streets. He felt that this had become a safety issue. He explained that the WatersEdge Master Homeowners Association (HOA) to come up with a plan to restrict parking in their neighborhood and passed an amendment to the WatersEdge Covenants, Conditions, and Restrictions (CC&Rs). He said that they had gathered the required signatures, according to Resolution 2019-14, and had submitted them, along with their plan to the city for approval. They had since been informed that their parking plan may be illegal. He said that the residents of Providence were pleading that the council consider their parking plan and if they found that they could not enact the recommended parking plan, then they were calling upon the council to take immediate and appropriate action upon themselves to solve this issue. The residents recommended that the city enact the following:

1. Minimal overnight parking on the streets for the residents of Providence
2. Complete prohibition of overnight parking on the streets for individuals who do not live in Providence
3. Restrictions that are easily passable and enforced with an agreement with towing companies
4. Restrictions that are easily amendable or repealed once the neighboring subdivision have addressed their own parking deficiencies.

Jeremy Johnson with the WatersEdge Master Homeowners Association explained that they were trying to come up with a solution that would work for everyone. He said that he understood that the issue was whether or not the city could delegate police power. He felt that the HOA did not necessarily need to rely on delegation of the police power. He gave an example of a court case in New Jersey, where they looked at whether or not an HOA could enforce parking on a public street under the contract theory and found that it could. He said that under the contract theory, an HOA could enforce its contract with homeowners. He said the Utah courts had found that the governing documents of an HOA constituted a contract between the HOA and homeowners. He felt that the same principle could apply in Utah. He also felt that the Vineyard towing ordinance would cause problems for them. He said the HOA could hand out citations to homeowners parking on the street, but they did not know who owned the cars. He said that he was open to changes that would make the contract work.

Mayor Fullmer stated that the city would review the issue and continue the discussion during the Parking Discussion, item 7.2.

Resident John Wallace's comments were inaudible, and Mayor Fullmer asked him to submit them in writing.

7. DISCUSSION/PRESENTATIONS

7.1 UTAH STRONG RECOVERY PROJECT PRESENTATION

Cindy Wilmshurst, a Crisis Counselor with Utah Strong Recovery Project, Utah Department of Human Services will present a program for free help for COVID-19 related stress.

Mayor Fullmer turned the time over to Cindy Wilmshurst with the Utah Strong Recovery Project, Utah Department of Human Services.

Ms. Wilmshurst gave a brief explanation of the reason behind the program. She mentioned that it was a federally funded, state-run program. The scope of the program was designed to help anyone affected by COVID-19 with emotional support and crisis counseling and to also provide education and support groups and referrals to other agencies when additional help was needed. If anyone needed help they could call or text 385.386.2289 or email UtahStrong@utah.gov.

Councilmember Judd felt that this was a great cause. Informational flyers were being put on the City's social media and the web sites.

7.2 DISCUSSION - Parking

Staff and City Council will discuss parking issues and restrictions in the city.

Providence Subdivision Parking Issue:

Mayor Fullmer read resident John Wallace's comment, which mentioned that he owned two homes in Providence. He said that these homes were greatly impacted by the overflow parking from the condominiums north of the subdivision. He mentioned that he had a similar experience in Provo, and it was solved by a plan like the one presented tonight. Mayor Fullmer asked if the streets in Provo were privately owned or public streets. Mr. Wallace replied that they were public streets.

Mayor Fullmer asked City Attorney Jayme Blakesley for his opinion on the contract theory. Mr. Blakesley replied that his initial concern was the aspect of loaning or assigning the police to another entity. He mentioned that he had not seen the plan provided by the HOA and would like to review it. He said that he was not aware of municipalities in Utah that had assigned police powers to an HOA.

Councilmember Judd mentioned the Provo had a separate parking enforcement division and asked if the enforcement in Vineyard fell on the Utah County Sheriff's deputies. Mr. McHargue replied yes. Councilmember Judd felt that the city was far from having the funding to create a parking enforcement division. He asked if there was another way to enforce the parking. Mr. Blakesley replied that he would like to review the contract. He said that his concern was what the private and public roles should be. He said that he was reluctant to advise allowing a private entity to have the authority to enforce parking.

Councilmember Judd asked if the HOA wanted to make those roads private. Mr. McHargue replied no. Mr. Stovall stated that they had discussed this in their HOA meetings, and they did not want to make the roads private.

DRAFT

Mayor Fullmer felt that the difficulty would be in how selective they were with the enforcement.

Mayor Fullmer read the comments in the chat. Resident Joe Nettleton mentioned that Orem had parking restrictions around Utah Valley University. Resident Chris Price asked if they could try the proposed plan with an addendum to reevaluate it in a few months. She asked if cities outsourced enforcement all the time. Mayor Fullmer asked for further clarification on the Price comment.

Resident Chris Price asked if it would be possible to try the program to see if would cause more problems than it would solve with an addendum to reevaluate. Mayor Fullmer replied that they would need to review it first to see if it was a legal possibility. She said that there were other options such as eliminating parking on one side of the street. Mr. Price asked if it would spread the problem further into the neighborhood. Mayor Fullmer replied that it could and that was why they needed to review it further.

Councilmember Judd felt that any action taken would spread the parking problem. Councilmember Welsh felt that they needed to be careful with spill out, but there were other neighborhoods having other issues, and they would be setting a precedent. She also felt that this problem was bigger than just the Providence neighborhood.

Mr. Price felt that this spoke to a much larger problem with several high-density developments going in. He said that there were townhomes and condos with five or six students living in them, which was above the allowed number of unrelated people living together.

Mayor Fullmer said that one thing they had noticed was that the more parking spaces they produced, the more cars that arrived. They found that if they eliminated the parking the market corrected and people who had lots of cars left the area. She said that single-family homes with large lots could have several vehicles without breaking any laws. If they allowed parking lots on the front of lawns, they would do it because they had cars, boats, trailers, etc. She said that it would take a special remedy to fix the problem.

Councilmember Judd said that they were sympathetic to what was going on and wanted to find the right solution.

Mayor Fullmer read additional public comments:

Mr. Stovall mentioned that they had already purchase permits for Providence and were ready to distribute them.

Mr. Wallace mentioned that there were several students parking in the bike lanes until citations were issued and felt that if citations were issued to people parking in front of their properties and on the corners, it would get their attention. They would love to see a bike lane on 100 East. Some of the neighbors were using cones to reserve spots.

Resident Tyler Reese felt that if the city were to ban all on-street parking or made them private, it would punish the residents of Providence. There were also concerns with guest parking. He said that they were open to other solutions other than banning all overnight parking. Councilmember Welsh asked Mr. Reese if a “no overnight parking” policy absolutely would not work in his community. Mr. Reese said that there were certain expectations from the homeowners that had purchased a home in this community, and they would not agree with taking it away. He suggested that they could give some on-street parking to people living in Providence and restrict it to exclude people from outside.

DRAFT

Councilmember Judd asked Mr. Reese if some of the responses from the homeowners were because they had accessory dwelling units (ADUs). Mr. Reese replied that there were ADUs, but they had to put in the appropriate parking on their lot. He felt that most of the homeowners, regardless of whether or not they had an ADU, would want some on-street parking.

Mayor Fullmer read additional comments.

Resident Malaysia Fua felt that streets were not 24/7 parking lots and felt that it was a serious safety issue for her community.

Mr. Wallace mentioned that he visited one of the condo residents and there were four men living there with seven vehicles. Mayor Fullmer suggested that residents need contact their HOA to enforce it.

Resident Alex McIntosh asked if it would be possible to allow parking on the north side of Vineyard Loop Road. Mayor Fullmer replied that a precedent set was to not allow parking on the collector roads.

Resident Julie Cox felt that they were losing sight of the fact that there was not enough parking in the Lochs subdivision, so those residents were parking in Providence. Mayor Fullmer felt that this was a twofold issue. The first solution would be the HOA's enforcement of overage of parking and other solution was that the HOAs could issue parking permits for each of the units. She mentioned that the city had been working with the HOAs to solve their parking issues.

Resident Naomi Jenkins felt that there was enough parking in the Lochs, but that they needed to stop renting to people who had more cars than there was space. Mayor Fullmer mentioned that owners were subleasing to other people and that was what made enforcement difficult.

Resident Aysha Swagmoney agreed that there was an overflow of parking in Providence because the Edgewater Townhomes had insufficient parking as well.

Resident Jesse Blake expressed concern that with the number of cars in their neighborhood, that one of their children would be taken from them.

Resident Clint (last name unknown) said that cars that were not getting permits were the ones ending up in their neighborhood.

Mr. McIntosh asked if the city would be enforcing the street parking restrictions for when the snow fell to allow plows to clear the road. Mayor Fullmer asked residents to call dispatch if they see people who were not following the code.

Resident Shay (last name unknown) felt that it was important to avoid a blanket policy. Mayor Fullmer agreed with her comment.

Resident Jennifer Jones asked if anyone from the city had come to their neighborhood to see the problem for themselves. Mayor Fullmer replied that they had multiple times and were watching the problem.

Mr. Stovall asked if towing operations were exclusively a police power. Mayor Fullmer asked for clarification. Councilmember Judd said that currently enforcement was through the Sheriff's Office. Mr. McHargue said that in the Leisure Villas subdivision they had people from other neighborhoods who were parking in their neighborhood, so they adopted a "no overnight parking" policy. He explained that this did not require that it be an all-or-nothing policy. He said that a "no overnight parking" policy would not work in Providence. The City Attorney Jayme Blakesley's initial reaction was that it was not legal for the city to hand out police powers. Mr. McHargue proposed that they schedule a follow-up meeting with Mr. Blakesley and review the policy and bring it back to the next City Council meeting as an agenda item.

Mayor Fullmer read additional public comments:

Clint asked if homeowners could legally limit who they rent to, based on the number of vehicles or size/type of vehicles. Mayor Fullmer felt that this was a private property question. Mr. Blakesley replied that they could put that into a lease.

DRAFT

Mr. Price mentioned that a bus had been parked overnight by his backyard with people sleeping in it who used his lawn as a toilet for themselves and their dogs. Mayor Fullmer suggested that they call dispatch so the sheriffs could take care of those types of problems.

Resident Ryan Erdmann stated that the current city code was very restrictive for larger lots with ADUs to keep parking off the street and felt that this was a dated law that would be easy to fix. He suggested that they allow homeowners to put concrete in so that renters had a place to park, instead of denying them this right with their own property.

Clint said that it was a problem for rentals that were not ADUs as well.

Resident Alani Fua asked if the city had been through the neighborhood between 9:30 pm and midnight. He said that the problem was not during day. There were cars blocking the sidewalks and corners so children could not see when crossing the street until it was too late.

Mr. McIntosh mentioned that they had someone park a trailer in front of their home for nearly six weeks. After four weeks he called dispatch to report it and the trailer sat there for another two weeks before it was moved.

Mr. Fua asked for an email contact where he could send a picture of cars lined up on their street. Mayor Fullmer replied that there was a "report a concern" tab on the City's website. (Mr. McHargue included his email on the chat.)

Ms. Cox said that she had three generations living in her home and her concern about parking was focused on safety and cleanliness.

Clint said that the issue was not that the owners wanted to restrict renters, he did not think they did. He asked if the city could enforce owners to do that.

Sergeant Rockwell explained the authority to tow vehicles and that they rotated through towing companies. He added that the towing companies were not part of the Sheriff's Office. He said that the deputies were doing their best to enforce the laws.

Mr. McHargue suggested that people send him an email and he would add them to the group.

Councilmember Judd summarized that the next step was that Mr. Blakesley would review the residents' request and work with Mr. Johnson and Mr. McHargue to find a solution. Mayor Fullmer added that staff would also be bringing back additional information. This would happen at the next City Council meeting. Mr. McHargue said that this would be ready for the next City Council meeting which would be December 9.

Edgewater Parking Issue:

Councilmember Earnest explained that he had received an email from resident Aysha Payne living in the Edgewater Townhomes asking why the bike lane on 400 North was not available for parking. Councilmember Earnest said that it was a dead-end road and would alleviate people parking in dirt fields. He added that this would be a short-term fix. Mr. McHargue explained that he had looked at the area and had discussions with the department heads and Sergeant Rockwell on the parking enforcement. He felt that they would be setting a bad precedent because they did not allow parking on through streets. He said that it was not currently a through street, but the road would go through eventually. He felt that if they allowed parking now and then take it away later, it would cause more problems.

Councilmember Judd said that he had also spoken with Ms. Payne about her concern. He felt that it was not the city's responsibility to add additional parking to solve the HOA's problem. He said that the plan was to never allow parking on a commuter road.

DRAFT

Mayor Fullmer felt that if they were going to have more high-density housing the city must exhaust every opportunity for the people who had agreed to meet certain requirements to meet those requirements and to do all that they can to make sure they were enforcing their obligations.

Councilmember Judd felt that this was a great opportunity for the HOAs to come up with a solution by partnering with the commercial development for shared parking. Mayor Fullmer added that people moved into developments believing they could park on the streets.

Mr. McIntosh said when he moved into Edgewater, the builder told him that they would be able to park on the street. He said that he was also told that they could rent to as many students as possible. Then they redlined the streets in the development so they could not park on the street. He added that moved to Providence because the parking was an issue and now Providence was seeing the same problems. Councilmember Judd agreed with Mr. McIntosh, but Edgewater was a private development and the HOA was the one who redlined the roads. He said that allowing people to park on the commuter roads during construction was a mistake because now people felt that they had the right to park on them. He felt that the city needed to be more proactive in signing the roads earlier in the process.

Mr. Brim said that they were never supposed to allow parking on the internal roads because they were not wide enough to meet fire code standards. Councilmember Judd said that they had worked with the different developments to help them find additional parking.

Mayor Fullmer said that they were working with the HOAs and encouraging them to look at their plans to figure out an alternative. Mr. Brim mentioned that Edgewater was looking at the retail strip to provide shared parking. There was a discussion about shared parking.

Councilmember Earnest said that there was a large street (400 North) that would be empty for potentially two years and felt that the city should allow the residents to park on it. He expressed concern with people having to park in muddy dirt lots when they could be parking on the street. Mayor Fullmer said that they were meeting with the HOA to see what their plan was before they made a decision. She said that part of the problem in Providence came from having Vineyard Loop Road open to parking during construction. She said that the concern was, do they do that again for Edgewater and cause more problems.

Councilmember Earnest felt that it would be unique opportunity for the HOA to make arrangements with the commercial businesses to share their evening/overnight parking. If the HOA was willing to work with the developers to make those arrangements, then he was open to allowing parking on 400 North. Councilmember Judd said that if the HOA could get a signed agreement with the other parties then it would be a great start. Mayor Fullmer suggested that the city start having those discussions with the HOAs. Councilmember Welsh agreed. Councilmember Flake was not in favor of subsiding the private owner's problems. The owners needed to come up with a solution.

Mayor Fullmer read another comment:

Mr. Wallace said that this should be a lesson for the future, to not be so generous with high density developments without requiring higher density parking. He did not want the city to give up the bike lanes. Mayor Fullmer felt that it was an important lesson. She felt that it was a constant goal to have the right amount of parking, with the right amount of enforcement. She said that they understood it and were sympathetic to it.

Ms. Payne said that she had been in contact with the city and her landlord since July about this issue. She said that people were subleasing their homes to college students and this was a given because of the proximity to UVU. She said that there were, at any given time, about 160

cars parked in the dirt lot. She felt that if they opened street parking in Edgewater it would alleviate the issue in Providence. Mayor Fullmer said that as a city they did not want to push students out or marginalize the population. She said that state code only allowed four unrelated people to live a home and for students it is only three unrelated. Sometimes people were subleasing to seven students, which was overwhelming the parking. She added that they were trying have the HOAs enforce the code so that there was enough parking for the homeowners. She invited the residents to come into the city offices and see what they had done towards the parking issue.

8. BUSINESS ITEMS

8.1 PUBLIC HEARING – Zoning Text Amendment 15.38 Parking Regulations & 15.060.020 Definitions (Ordinance 2020-15)

Community Development Director Morgan Brim will present an ordinance which proposes modified language allowing the Planning Commission the ability to reduce onsite parking requirements for specified nonresidential uses. Additionally, this ordinance increases front yard parking coverage allowances and amends the method used in determining front yard areas. The mayor and city council will act to adopt (or deny) this request by ordinance**.**

Mayor Fullmer called for a motion to open the public hearing.

Motion: COUNCILMEMBER JUDD MOVED TO OPEN THE PUBLIC HEARING AT 7:43 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer turned the time over to Community Development Director Morgan Brim.

Mr. Brim explained that this ordinance as regarding front yard parking coverage and a parking study.

Parking Study

Mr. Brim said that there were categorical uses in the code and that the amendment would allow for a parking study to be done to possibly allow for a site-specific sub-use with modified parking. He said that the applicant, Jason Peery with CircusTrix, had submitted an application for an indoor pickle ball facility. Mr. Brim turned the time over to Mr. Peery.

Mr. Peery explained that they had a large indoor recreation company. They wanted to bring an indoor facility to Utah. Their proposal was to have the ability to modify parking requirements as needed. There would only 68 players if all the courts were being used. Tournaments would double turnout up to three times the number.

Mr. Brim said that Planning Commission would be the approval authority and the study would be done by a professional who had demonstrated experience in conducting parking studies.

Mayor Fullmer called for public comments.

Mr. Brim explained that there was a second part to the ordinance.

Front Yard Parking

DRAFT

Mr. Brim said that this section would increase the overall parking allowance on front yards on single-family homes. He said that this would provide a space so people could go all the way to the side yard. There was an overall cap at 65 percent of the front yard. The ordinance required the area opposite of the garage to remain open.
Brad Gilson with Gilson Engineering said that they found that homeowners were adding parking for an RV pad, etc., on the side of their homes and this ordinance would help solve problems, allowing the builder to add extra hardscape as an option at the same time they were building the home. There was a system of checks and balances to make sure the plans were in compliance. Mr. Gilson showed different site plans.

Councilmember Judd felt that ADUs provided "affordable housing." He asked if these areas were mainly for ADU parking. Mr. Brim replied that that was one the reasons; the other was that a lot of the residents had three-car garages and lot of toys and this would help with the drive approach to the garages. Mayor Fullmer asked if this would be accepted for every lot size. Mr. Brim replied that it was specific to single-family detached homes and would apply to most lot sizes. He added that there were a lot of homes that were non-conforming. There was a discussion about the percentages.

Councilmember Welsh said that by opening more parking it would allow more ADUs. Councilmember Judd asked what the current parking requirement were for an ADU. Mr. Brim replied that was five parking spaces. There was a discussion about ADU parking and lot percentages.

Councilmember Welsh expressed concern with people pouring cement over the park strip. Mr. Brim explained that the code stated that any work occurring in the public right-of-way, including the park strips, required a right-of-way work permit. They were not allowed to pave over their park strips.

Councilmember Judd asked how many additional ADUs would this amendment allow.

Mayor Fullmer read a public comment:
Mr. Stovall asked if there was a maximum occupancy restriction for an ADU or if it was the same as a single-family dwelling (a family, or 4 unrelated individuals). Mr. Brim replied that ADUs needed to follow the same code and the way to address the occupancy would be through the parking regulations. Mr. Stovall asked if all tenants of an ADU were required to have off-street parking. Mr. Brim replied that every ADU was required to have two on-site parking spaces but were not required to use them. Enforcement was done on a complaint basis.

Resident Jamie Borget living in the Maples said that he was building a home in the Hamptons and the site plan showed that he could not have a full-size driveway going to his third car garage. He said that he was a proponent of the change.

Mayor Fullmer called for further comments.

Councilmember Flake seconded the public comment. He said the someone contacted him because he wanted to put an RV pad in and was having the same problem. He felt that this change would address any number of issues in a better way.

Mayor Fullmer asked for questions on the first section of the ordinance.

Councilmember Judd said that he liked the idea of having a required a study but wanted to know what would happen when the use changed. Mr. Brim replied that they would have to go through

the building permit and business license process. They would be able to catch the change and address the parking issue then. They would have to provide a site plan showing the parking spaces.

Councilmember Welsh asked if they reduced the parking requirement would that free up space to develop more business space. Mr. Brim replied that in the instance with Mr. Peery, he would have had to purchase more property than they would have needed.

Mayor Fullmer asked if the Planning Commission could require different types of parking availability than was requested. Mr. Brim said the code would allow the Planning Commission to set a minimum requirement for a single instance. He said there were other things written in the code that would allow for parking sharing.

Councilmember Judd asked what the minimum standard was for a traffic engineer. Mr. Brim explained that it would not require an engineering license; an architect could do the traffic study. There was a discussion about the requirements. Councilmember Judd stated that he would like it to be a licensed traffic engineer. Assistant City Engineer Chris Wilson suggested that it be an active licensed professional engineer (PE).

Mayor Fullmer asked about PEs having different specialties. Mr. Wilson replied that an engineer would follow a "code of ethics". He said that he would be able to tell how in depth they went, and staff may require more information from them. Mr. Brim said that the language was included that they would have to demonstrate their experience with parking studies.

Councilmember Judd asked if they would have the right to reject a traffic study. Mr. Blakesley said that they could only reject it for objective reasons not because they disagree with the conclusion. He suggested that they get a second opinion. Councilmember Judd asked if the city engineer's opinion would be sufficient. Mr. Blakesley replied that they could use the city engineer if they were giving their professional opinion. He said that a third option would be to have the applicant substitute the original study with something more credible. Mr. Wilson felt that study could be skewed to what the client wanted.

Councilmember Welsh asked if the final approval would be through the Planning Commission. Mr. Brim replied that it would be done through the site plan approval process. He said that they could change it so that City Council had final approval, but he felt comfortable having Planning Commission approve it. There was a discussion about having Planning Commission making the final approval.

Councilmember Flake said that he was uncomfortable with the parking allowance stopping at the Planning Commission. Mr. Brim said that it would be an easy change to make.

There was a discussion on how to approve the ordinance.

Mayor Fullmer called for further questions. Hearing none, she called for a motion to close the public hearing.

Motion: COUNCILMEMBER JUDD MOVED TO CLOSE THE PUBLIC HEARING AT 8:31 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

Mayor Fullmer called for further questions or a motion.

DRAFT

Mr. Brim read the suggested wording for the motion: With the amendment to require a PE license and change the approval process to state that the Planning Commission provides a recommendation to the City Council and the City Council will be the approval authority.

Motion: COUNCILMEMBER FLAKE MOVED TO APPROVE ORDINANCE 2020-15 WITH THE AMENDMENT TO REQUIRE A PE (PROFESSIONAL ENGINEER) LICENSE AND CHANGE THE APPROVAL PROCESS TO STATE THAT THE PLANNING COMMISSION PROVIDES A RECOMMENDATION TO THE CITY COUNCIL AND THE CITY COUNCIL WILL BE THE APPROVAL AUTHORITY. COUNCILMEMBER JUDD SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

8.2 PUBLIC HEARING – <u>Zoning Text Amendment 15.34.030 Accessory Buildings, 15.12 Establishment of Districts and Zoning Tables and 15.34.150 Home Occupations (Ordinance 2020-16)</u>

Community Development Director Morgan Brim will present an ordinance which proposes adding provisions allowing accessory structures to be used with approved home occupations, allowing detached accessory structures within established side/front yard areas of a single-family zoned lot and clarifies setback requirements for residential swimming pools. The mayor and city council will act to adopt (or deny) this request by Ordinance.

Mayor Fullmer called for a motion to open the public hearing.

Motion: COUNCILMEMBER JUDD MOVED TO OPEN THE PUBLIC HEARING AT 8:34 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

Mr. Brim explained that this amendment addressed accessory structures, side yards, and home occupations. This would allow accessory structures to be used for home occupations and allowed for detached garages on side yards. He said that they still needed to meet the setback of the house. The size of the building would be capped at 25 feet in height. This amendment would only be applicable to about five or six properties. He gave a visual of a lot that would allow for garages on corner properties. There was a discussion about placement of accessory structures on different types of yards.

Councilmember Welsh asked if there was provision to allow homeowners to pour cement beyond the 65 percent rule. Councilmember Judd asked if a homeowner could request a variance. Mr. Brim replied that they would not qualify for a variance.

The City Council requested that Mr. Brim clarify the language and bring the ordinance back to them at the next meeting.

Mayor Fullmer called for a motion to continue the item.

DRAFT

Motion: COUNCILMEMBER JUDD MOVED TO CONTINUE ITEM 8.2 ZTA 15.34.030 ACCESSORY BUILDINGS, 15.12 ESTABLISHMENT OF DISTRICTS AND ZONING TABLES AND 15.34.150 HOME OCCUPATIONS (ORDINANCE 2020-16) TO THE FIRST MEETING IN DECEMBER. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. MOTION CARRIED UNANIMOUSLY.

8.3 DISCUSSION AND ACTION – Utah Outdoor Recreation Grant

City Manager Jacob McHargue will present options for use of the Utah Outdoor Recreation Grant. The mayor and city council will take appropriate action.

Mayor Fullmer turned the time over to City Manager Jacob McHargue.

Mr. McHargue explained that since they had received the initial grant from the state, they had received a larger grant from Utah County. The state was allowing the city to combine both plans for the grants and align them with the Downtown Vineyard code. The state was also granting the city a six-month extension to spend the money. Staff would create a new plan which would show what they wanted to do with the money, such as adding a turnaround in the Vineyard Beach area and moving the parking lot so that it did not impede with the North Promenade.

Mayor Fullmer called for a motion to continue the item.

Motion: COUNCILMEMBER JUDD MOVED TO CONTINUE ITEM 8.3 UTAH OUTDOOR RECREATION GRANT TO THE NEXT MEETING. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. MOTION CARRIED UNANIMOUSLY.

8.4 DISCUSSION AND ACTION - 2021 Meeting Schedule

City Recorder Pamela Spencer will present the recommended City Council meeting schedule for the 2021 calendar year. The mayor and City Council will take appropriate action.

City Manager Jacob McHargue explained that the council would be approving the meeting schedule for 2021.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE THE 2021 MEETING SCHEDULE AS PRESENTED. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

9. CLOSED SESSION

No closed session was held.

10. ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER JUDD MOVED TO ADJOURN THE MEETING AT 8:53 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. MOTION CARRIED UNANIMOUSLY.

DRAFT

The next regularly scheduled meeting is December 9, 2020.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER

DRAFT

MINUTES OF A VINEYARD
CITY COUNCIL SPECIAL SESSION
This meeting was held electronically, via Zoom,
due to the COVID-19 gathering restrictions
November 24, 2020 at 12:02 PM

Present	**Absent**
Mayor Julie Fullmer	
Councilmember John Earnest	
Councilmember Tyce Flake	
Councilmember Chris Judd	
Councilmember Cristy Welsh	

Staff Present: City Manager Jacob McHargue, Public Works Director/City Engineer Don Overson, Assistant City Engineer Chris Wilson, City Recorder Pamela Spencer

12:02 PM SPECIAL SESSION

1. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

Mayor Fullmer opened the meeting at 12:02 PM. She then gave the invocation and read the written determination.

WRITTEN DETERMINATION

This meeting will be an electronic meeting according to Vineyard Municipal Code Section 3.08.030.

I, Julie Fulmer, as the Mayor of the Vineyard City Council, do hereby find and declare as follows:

1. Due to the Emergency conditions which currently exist in the State of Utah, and specifically in Utah County and Vineyard City as a result of the COVID-19 Pandemic and the recent surge in COVID-19 infections across the state and in Utah County, the holding of public meetings with an anchor location as defined in the *Utah Open and Public Meetings Act*, presents a substantial risk to the health and safety of those who may be present at the anchor location; and

2. The risk to those who may be present at an anchor location can be substantially mitigated by holding public meetings of the City Council pursuant to electronic means that allow for public participation via virtual means; and

3. The City has the means and ability to allow virtual participation in the public meetings in accordance with the *Utah Open and Public Meetings Act*;

DRAFT

NOW THEREFORE, BASED UPON THE FOREGOING,

For thirty days from the date of this Order, meetings of the Vineyard City Council shall be conducted by virtual means without an anchor location.

2. BUSINESS ITEMS

2.1 DISCUSSION AND ACTON – Temporary Construction Easement

Public Works Director/City Engineer Don Overson will present a temporary construction easement for Utah Department of Transportation (UDOT)/Utah Transit Authority (UTA). The UTA double tracking project is moving forward and is needed to complete and open our FrontRunner station. The contractor is waiting for a notice to proceed, and in order to do that they need a temporary construction easement from the city on the property. They will be making some site improvements for us in exchange for the construction easement. The mayor and City Council will take appropriate action.

Mayor Fullmer turned the time over to Public Works Director/City Engineer Don Overson

Mr. Overson explained that UDOT and UTA had been having trouble accessing the double track project and had requested a temporary easement across Vineyard's property to the west. He said that once the double track was completed UDOT/UTA would remove, replace, or regrade anything the city wanted them to. He said that they had also negotiated an access point on the south side with UDOT/UTA. He added that they would install a water line from north to south on the road near the property and install a fire hydrant, allowing the city to connect the water line into the Public Works property.

Mayor Fullmer called for comments or a motion.

Motion: COUNCILMEMBER FLAKE MOVED TO APPROVE THE TEMPORARY EASEMENT FOR THE INSTALLATION OF THE DOUBLE TRACKING AS PRESENTED. COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

2.2 DISCUSSION AND ACTION – Tank Design Contract Approval

Public Works Director/City Engineer Don Overson will present a proposal from Terracon for a geotechnical study on the nine-acre Public Works site, to determine the soil stability needed for the design of the water tank. The mayor and City Council will take appropriate action.

Mayor Fullmer turned the time over to Public Works Director/City Engineer Don Overson.

Mr. Overson explained that staff had found a location on the Public Works site for the water tank. He said that they needed to have a geotechnical investigation done for the design of the tank. He said that Terracon had proposed a cost of $38,420 to complete the investigation. He mentioned that there was no contingency written into the contract and recommended adding a 20 percent contingency of $7,684. This would bring the total for the project to $46,104. He said that staff was recommending approval of the costs and allowing City Manager Jacob McHargue to sign the contract.

Councilmember Judd asked if this tank was in addition to the Orem location. Mr. Overson replied that they would be moving the tank location to Vineyard. He said that with the

DRAFT

restrictions and increase in costs to build the tank in Orem, staff had determined that it would be better to move it to Vineyard. He said that the first segment of the tank would be a 6-million-gallon tank, which would allow development in Downtown Vineyard to determine the need for more water storage.

Councilmember Judd stated that he was okay with the budget proposal. He asked staff to keep in mind that the water tank would be the first thing people riding FrontRunner would see when coming into the city. He felt that how the tank looked was very important. He mentioned his first impressions when riding Portland, Oregon's transit line. Mr. Overson explained that the person designing the water tank had a lot of experience with building them and had suggested burying it as much as possible and being creative with the skin on it.

Mayor Fullmer asked if the change in location would create upfront and long-term cost savings. Mr. Overson replied that it would save some money upfront except that they would have to build a pump station. He said that this would also help with water pressure. He added that they would be able to use Central Utah Project's (CUP) water pressure and minimize the need for pumping as much as possible.

City Manager Jacob McHargue explained that the city was still in negotiations with Orem City for placement of the tank but had been looking for locations in Vineyard. He added that there would be additional costs for running the pipeline on existing roads in Orem. He said that they needed to have the geotechnical study done to make sure the Public Works site would work for the placement of the tank.

Mayor Fullmer called for further questions or a motion.

Motion: COUNCILMEMBER JUDD MOVED TO APPROVE THE CONTRACT WITH THE ADDITIONAL CONTINGENCY RECOMMENDED BY STAFF AND ALLOW CITY MANAGER JACOB MCHARGUE TO SIGN THE CONTRACT. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS EARNEST, FLAKE, JUDD, AND WELSH VOTED AYE. THE MOTION CARRIED UNANIMOUSLY.

3. ADJOURNMENT

Mayor Fullmer adjourned the meeting at 12:15 PM.

The next regularly scheduled meeting is December 9, 2020.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER

DRAFT

RESOLUTION NO. 2020-21

A RESOLUTION REQUESTING INCLUSION OF VINEYARD, UTAH IN THE MUNICIPAL ALTERNATE VOTING METHODS PILOT PROJECT

WHEREAS, the State of Utah by its General Assembly has made available a pilot project for participation in the alternate voting methods for municipal elections beginning January 1, 2019 and ending on January 1, 2026, and

WHEREAS, House Bill 35 was passed during the 2018 General Session allowing municipalities to conduct nonpartisan races using instant runoff voting in accordance with the requirements of 20A-4 of the Utah Code and all other applicable provisions of law, during any odd-numbered year that the pilot project is in effect (as amended), and

WHEREAS, on December 9, 2020 the Vineyard City Council held a duly noticed public meeting to discuss and ascertain the facts regarding this matter, which facts and comments are found in the meeting record; and,

WHEREAS, the Vineyard City Council voted to provide written notice to the Lieutenant Governor stating that the municipality intended to participate in the pilot project for the 2021 election year, which document included a statement signed by the election officer of the municipality, stating that the municipality had the resources and capability necessary to participate in the pilot project and,

WHEREAS, the Vineyard City Council finds that it would be in the best interest of the city of Vineyard and its citizens to hold its 2021 Municipal Election by instant runoff voting,

NOW, THEREFORE BE IT RESOLVED that the Vineyard City Council adopts instant runoff voting for the 2021 Municipal Election and that by this resolution, gives notice to the Lieutenant Governor to enter the Municipal Alternate Voting Methods Pilot Project for its 2021 Municipal Elections.

Approved and Adopted by the Vineyard City Council this 9th day of December, 2021.

Attest:

_____ _____

Julie Fullmer, Mayor Pamela Spencer, City Recorder

DRAFT

ASSEMBLE SERVICES ORDER FORM

Customer: Vineyard, UT City Government	Contact: Jacob McHargue
Address: 125 S Main St., Vineyard, UT 84059	Phone: 801-885-6285
	E-Mail: jacobm@vineyardutah.org
Services: Access to the Assemble platform, support, and data reporting. Including but not limited to poll, alert, and project creation, customer analytics data (votes, basic demographics, poll results), and support. (the "Service(s)").	
Services Fees: $200 USD per month, payable in advance, subject to the terms of Section 4 herein.	**Service Term**: Monthly
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. **Implementation Fee (one-time)**: $ 0	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 10th day of December, 2020 (the "Effective Date") between Assemble Vote, Corp. with a place of business at 240 Ridge Rd., Orem, UT ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Assemble Vote, Corp.:

By: 

Name: Alan Feuerlein

Title: CEO

Vineyard, UT City Government:

By:

Name: Jacob McHargue

Title: City Manager

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (c) all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services, and (d) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and

(ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Utah without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

Customer Training: Company will provide at least 0 hours of customer training, either on site or via-webinar, in the first 30 days. Additional training is available on request.

Advertising Expenditure: Company will spend at least 0% of contract revenue (after any applicable commissions and fees incurred by the Company), on advertising in the immediate area (city, county, or state) that Customer represents, for the first n/a days of the contract.

Provisioning of user accounts: Company will provision at least 3 (if requested) user accounts for use in the admin portal, located at https://admin.assemblevote.com, in the first 14 days of the contract.

Custom Development: If noted here, [ ] yes [X] no, Company will provide custom development ready in a production environment within the first ___ days of contract signing. If applicable, custom development includes:

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 4:00 pm Mountain time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling (801)-577-2825, or emailing support@assemblevote.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within two (2) business days.

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 12-9-2020

Agenda Item: 5.5 Aquatic Resource Delineation tasks and permitting

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:
Vineyard City has recently been approved with a large County Grant to improve the area along Utah Lake. Attached is a conceptual exhibit that was submitted with the grant application. We are now on the clock to use this money and to start the process we need to complete an Aquatic Resource Delineation along the lake to establish the jurisdictional boundaries or other entities such as the USA Core of Engineers. Once established we can move forward through the proper permitting channels to accomplish the goals of the grant. Staff received three proposals to perform the proposed work. The low bidder was Project Engineering Consultants (PEC) and staff recommends that Council approval to enter a contract to complete this work.

Fiscal Impact:

Utah County Grant	$ 2,954,766.01
Aquatic Resource Delineation	$ 17,280.00
Remainder	$ 2,937,486.01

Recommendation:
Motion to Approve

Sample Motion:
Motion to approve City staff to contract with PEC to complete the Aquatic Resource Delineation tasks and permitting as proposed.

Attachments:
Grant Application and Exhibits
PEC Proposal

Utah County
HEART of UTAH

Utah County Commission

Tanner Ainge
Nathan Ivie
Bill Lee

51 S University Ave.
Suite 320
Provo, UT 84601

801-851-8100

www.utahcounty.gov

Tourism, Recreation, Cultural, Convention (TRCC) / Transient Room Tax (TRT) Funding Request Application for Public Entities

Municipality/Entity: Vineyard

Name of Preparer/Contact Person: Morgan Brim

Mailing Address: Vineyard City Hall, 125 S Main St, Vineyard, UT 84059

Phone: 801-226-1929 Email: morganb@vineyardutah.org

Cost of Proposal: $ 2,954,766.01 (Requesting Funding for Phase I only)

Project Name: Vineyard Waterfront Project

****Please submit a detailed project description with your funding request****

Please indicate which purpose applies to your request for revenue by checking one of the boxes below:

☐ Financing tourism promotion:

☒ The development, operation, and maintenance of the following publicly owned and operated facilities:

- Cultural Facility
- Recreation Facility
- Tourist Facility

Detailed Project Description:

The intent of this project is to improve the waterfront of Vineyard City to promote recreation and tourism in the area. We are proposing existing trail improvements and connectivity to Utah Lake Parkway trail. Along with this we are proposing landscape improvements, beach improvements and expansion, parking for beach access, and site amenities such as a natural playground, plazas, a wooden pier, and potentially a lighthouse to draw people into the area. Developer has plans for promenades that will connect the Front Runner station to the waterfront, attracting people to the area and providing access.

(Please attach any additional Project Information)

Context Map



Context Map Source: Flagship Homes

Vineyard Concept

Vineyard, Utah 02.24.20

Exhibit Map



VINEYARD
STAY CONNECTED

1. Wetland Improvements, & Educational Signage
2. Proposed Trail Connects to Utah Lake Pkwy Trail
3. Pier With Restaurant
4. Virginia Beach
5. Improved Beach Area With Terraced Retaining Walls
6. Proposed Lower Trail
7. Pier With Lighthouse
8. Sand Saver Wall
9. Existing Utah Lake Pkwy Trail to be Improved
10. Potential Marina Area
11. Potential Cable Surf Park
12. Edge Homes Development

Precedent Image



Vineyard Concept

Vineyard, Utah 02.24.20

PEC
PROJECT ENGINEERING CONSULTANTS

Phase One Map



VINEYARD
STAY CONNECTED

1. Improved Trail Connects to Utah Lake Pkwy Trail
2. Pier With Restaurant
3. Improved Virginia Beach and Expanded Beach Area With Terraced Retaining Walls
4. Proposed Natural Playground
5. Proposed Lower Trail
6. Stairs to Beach Area
7. Pier With Lighthouse
8. Sand Saver Wall
9. Beach Access Parking & Drop-Off
10. Vineyard Rd Improvement

Master Plan Renderings





Vineyard Concept

Vineyard, Utah 02.24.20

PEC
PROJECT ENGINEERING CONSULTANTS

PROJECT ENGINEERING CONSULTANTS

June 22, 2020

City of Vineyard
Attn: Morgan Brim
Community Development Director
125 S. Main Street
Vineyard, Utah 84058
801.226.1929 (office)

morganb@vineyardutah.org

RE: Wetland Delineation and Permitting for Vineyard Beach Park.

Dear Morgan:

Project Engineering Consultants, Ltd. (PEC) is pleased to submit a proposal to complete work for a Wetland Delineation Report and Permitting services for the Vineyard Beach Park area including a Delineation Report for the area north of the cooling pond south to the Clegg Property (see map).

DETAILED SCOPE OF WORK

1. Assess Environmental Needs

Assess the environmental needs of the project goals and ensure that a recommended schedule will be developed to obtain a Nationwide Wetland Permit from USACE.

PEC will assess environmental needs based on the goals and time frame of the project. A database query and literature review will be performed by resource specialists to determine which environmental resources have the potential to be impacted by the proposed projects in accordance with 33 CFR 325 USACE Application for Department of the Army stipulations and requirements.

Deliverables: Section 404 Nationwide Permit Application Package.

2. Waters of the U.S. Delineation Report

PEC will compile a report providing USACE with information to make jurisdictional determinations regarding waters of the U.S. These tasks will include: Review of existing topographic and aerial photography; review of published soil and NWI data; and review of FEMA Flood Insurance Rate Maps (FIRM).

Deliverables: Project maps; Site photos

3. Environmental and Wetland Impact Report

PEC will provide an impact report detailing the purpose and need of the proposed project. A detailed site location and description will be provided in the report detailing current conditions of plant communities, invasive/noxious plant species, and soils. PEC working with the City of Vineyard will formulate and analyze alternatives if needed to provide due diligence to USACE and provide environmental impacts associated with the project including impacts to wetlands

and waters of the US. In compliance with the Endangered Species Act of 1973 potential impacts to T&E species will be assessed. A list of adjacent property owners will be compiled and provided as part of the report to USACE (required).

Deliverables: Environmental and Wetland Impact Report; Site photos; Adjacent property owners.

4. **Mitigation Plan**

According to 30 CFR 332.4(c) and 40 CFR 230.92.4(c), mitigation plans are required for all forms of compensatory mitigation. PEC will develop a mitigation plan following the USACE required 11 components. PEC will assess the overall condition of the proposed mitigation site and determine the extent of waters of the US as referenced by our delineation report. The proposed mitigation plan would result in re-establishment of ~0.2 acres of palustrine emergent wetland somewhere near the project area. It is anticipated that mitigation will be minimal based on the existing conceptual plan (included).

Deliverables: Mitigation Plan for Wetland Impacts.

SCHEDULE
PEC will develop the wetland delineation report within 2 weeks of NTP. The permitting application for unavoidable impacts will be completed within 4 weeks of the delineation. It is expected the total permitting process to take 6-9 months including time for the USACE reviews.

ASSUMPTIONS
Three meetings with PEC and Town of Vineyard via conference call or in person.
There will be unimpeded access to the project site. The City of Vineyard to request two rounds of revisions of the wetland permit application.

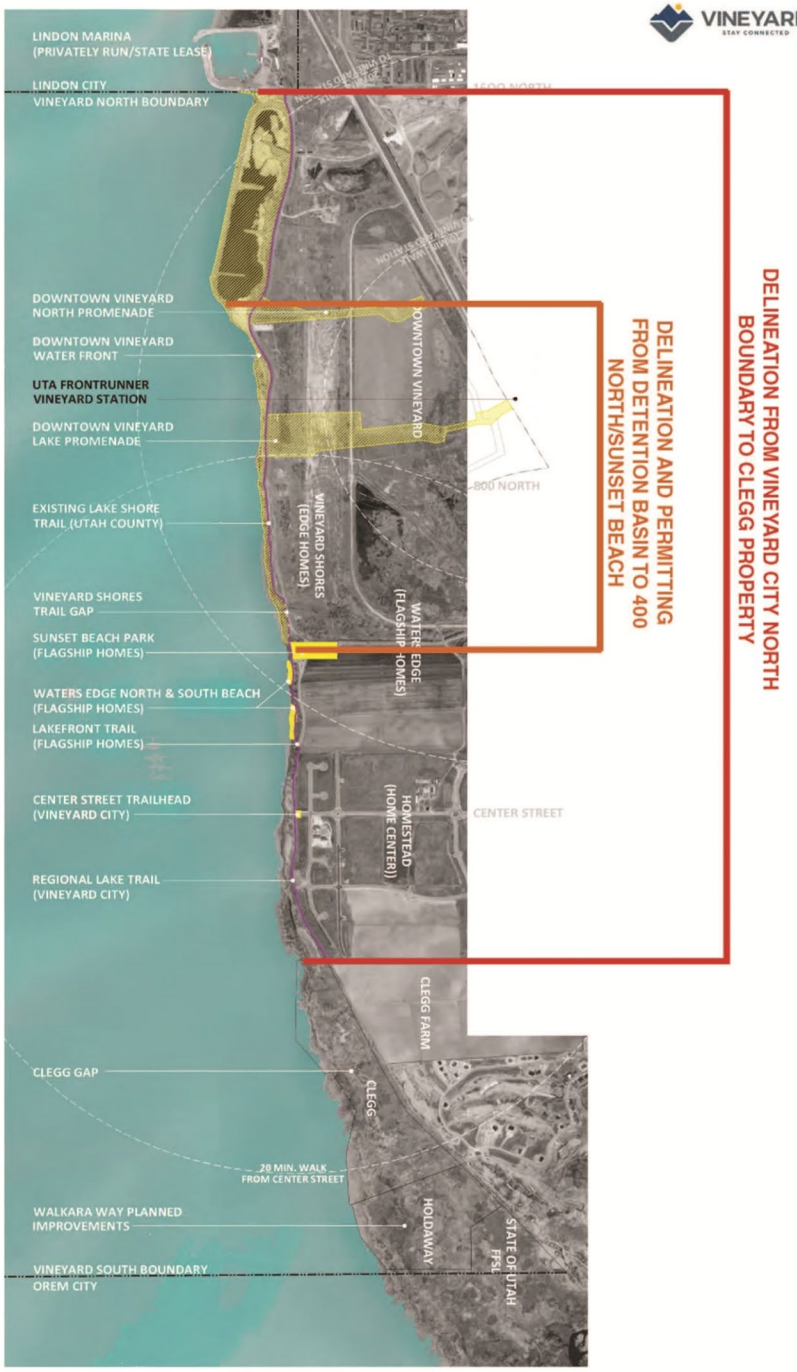
COST ESTIMATE

Task	Description	Fee
1.	Database Query & Literature Review (16hr.)	$1,920.00
2.	Assess Environmental Needs (8 hr)	$960.00
3.	Environmental & Wetland Impact Report (80 hr)	$9,600.00
4.	Develop Mitigation Plan (40hr.)	$4,800.00
		$17,280.00

PEC looks forward to participating in this project. Please call if you have any questions or comments concerning this proposed scope of work and fee.

Respectfully,
Project Engineering Consultants, Ltd.

Lars Anderson, PLA
Principal



986 West 9000 South West Jordan, UT 84088 ■ Phone: (801) 495-4240 ■ Fax: (801) 495-4244

VINEYARD
STAY CONNECTED

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: December 9, 2020

Agenda Item: 5.6 Bike and Skate Park Master Plan Design Services

Department: Community Development

Presenter: Morgan Brim, AICP

Background/Discussion:

The City Council approved funding through the budget for the design of a bike and skate park. City staff has met with the American Ramp Company to discuss options for a dual bike and skate park. The American Ramp Company has provided the city a quote to provide master plan design services to produce a concept level design, facilitate public outreach and provide an itemized cost of park elements. If the quote is approved, staff will contract with the American Ramp Company. This process will include meeting with staff members, the bicycle advisory committee and approval through the Planning Commission and City Council.

An approved master plan will provide the city the ability to apply for grants and seek assistance through charitable donations. This plan may also be added to the city's General Plan Park and Trails Element.

Fiscal Impact:
The attached quote for the master plan design package includes $10,000 in design services and up to $1,500 in reimbursable expenses.

Recommendation:

- Approve the City Manager to sign contract with American Ramp Company to provide master plan services.

Sample Motion:
"I move to approve the City Manager to sign a contract with the American Ramp Company for master plan services."

Attachments:
Master Plan Design Services Quote

Progressive Bike Ramps | 601 S. McKinley | Joplin, MO 64801 | 417.288.4466
www.progressivebikeramps.com

Master Plan Design Services

+ reimbursable expenses

Progressive Bike Ramps provides professional design services geared to create a completely custom bike recreation area design that is unique to your community. Our team of Bike Park Specialists and Visual Artists will work directly with you to assess opportunities and constraints of the future bike recreation site(s). We'll provide you high quality renderings of your design along with a breakdown listing of different features needed to build your park. Once completed, this Master Plan Design will provide you with an actionable plan to take your project from concept to reality.

Our Design Services for your bike recreation area will include the following:

Site Review
- Review the site(s) of the future bike recreation area to identify opportunities and constraints.
- Review existing bike recreation infrastructure to assess a comprehensive plan for connectivity and long-range project plans.

Live Meetings
- Live meeting with key stake holders and municipal staff.
- Submit recommendations for site selection.
- Community Engagement Session with kids, user groups and volunteer groups (optional).

Master Plan Design
- Provide site specific Master Plan Design that details each proposed park amenity.

Design Webinar Revision and Presentation
- Work session with Parks and City staff to review initial Master Plan design and general theme.
- Provide revised Master Plan design based on feedback from webinar.
- Verify the design is responsive to the site and budget.

Cost Estimate
- Provide detailed cost estimate outlining costs for each bike park element and construction.

Deliverables
- Large poster size prints of final design
- 3D and 2D Designs
- Digital design files for social media and fundraising
- Detailed Cost Estimate

Total Cost
- The total cost for our interactive professional Master Plan Design Package = **$10,000** (100% due at signing) Taxes extra
  + Reimbursable Expenses (Not to exceed **$1,500.00**)

Customer Name: _____

Billing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Approved By: _____

Signature _____

Date _____

Print Name / Title






RUNWAY BIKE PARK
OZ
TRAILS




OZ TRAILS
SPRINGDALE, AR

SOUTH LAKE TAHOE, CA





SAN JOSE, CA





Client Service Agreement

THIS SERVICES AGREEMENT (the Agreement) is made effective January 1, 2021, by and between Facil HR and Vineyard City with corporate offices in Vineyard Utah.

THE PARTIES AGREE AS FOLLOWS:

Scope of Services

1.1 Facil HR will provide Vineyard City, with consulting services as mutually agreed upon and described in the attached Statement of Work. All consulting services to be provided hereunder will be referred to as Services. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

1.2 Statements of Work will be written documents setting forth at a minimum:

a. A complete, sufficiently-detailed description of the types of Services to be rendered;

b. The applicable billing rates for the Services to be rendered (Services Fees); and

c. Any additional terms and conditions to which the parties may agree.

1.3 The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by Facil HR and Vineyard City.

1.4 Executive Staff of Vineyard City and Facil HR will review the status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review. Facil HR and Vineyard City agree to execute and maintain copies of these status reports.

Obligations.

2.1 Vineyard City will provide other support services to Facil HR as both the City and Facil HR subsequently agree.

Services and Fees and Expenses.

3.1 Vineyard City shall be responsible for all Service Fees as identified in the applicable Statement(s) of Work (and Change Orders, as applicable) as those Services are provided.

3.2 Facil HR will invoice Vineyard City for the Services Fees on a monthly basis. Vineyard City agrees to remit full payment to Accounts Payable promptly upon its receipt of the invoice.

Term and Termination.

4.1 This Agreement shall commence as of the Agreement Date above and shall remain in force through June 30, 2020. Unless otherwise notified 60 days in advance of the termination date by either party, the contract will automatically renew for another 12 months at the same monthly rate.

Proprietary Rights: Confidential Information.

5.1 Facil HR agrees that the work produced from the Services provided to Vineyard City hereunder, shall be owned by Vineyard City. Nothing contained in this Section 5.1 shall be construed as prohibiting Facil HR utilizing in any manner, knowledge and experience of a general nature acquired in the performance of Services for Vineyard City.

5.2 Confidential Information includes all information identified by a disclosing party as proprietary and confidential, which Confidential Information shall remain the sole property of the disclosing party unless the ownership of such Confidential Information is otherwise expressly set forth in the Agreement. Items will not be considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

5.3 Each party agrees that it shall not use for any purpose or disclose to any third party any Confidential Information of the other party without the express written consent of the other party. Each party agrees to safeguard the Confidential Information of the other party against use or disclosure other than as authorized by or pursuant to this Agreement through measures, and exercising a degree of care, which are at least as protective as those, Facil HR or Vineyard City, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the Confidential Information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this Agreement.

5.4 Each party acknowledges that the wrongful use or disclosure of Confidential Information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this Agreement without liability to the other party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching party reasonable legal fees and cost in addition to other appropriate relief.

Warranties

6.1 Facil HR warrants that the Services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. Vineyard City agrees that Facil HR's sole and exclusive obligation with respect to the Services covered by this limited warranty shall be, at Facil HR's sole discretion, to correct the nonconformity or to refund the Services Fees paid for the affected executive consulting services.

General Provisions

7.1 The relationship of Vineyard City and Facil HR is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

7.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or by airmail, facsimile transmission or other commercial means of rapid deliver, postage or costs of transmission and deliver prepaid, to Vineyard City or to Facil HR as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

7.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of ; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in . Facil HR and Vineyard City agree and consent to the venue in and to the in person jurisdiction of the aforementioned courts.

7.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.8 This Agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing Services to Vineyard City. Vineyard City hereby acknowledges that it has not reasonable relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than Facil HR. To the extent, it any, that the terms and conditions of Vineyard City's orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

Amendment: This Agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the Consulting Agreement at will, at any time, with or without cause. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by Vineyard City. Upon termination of this Agreement, Consultant must return all documentation, equipment or other materials provided by Vineyard City during the term of this Agreement.

Statement of Work

THIS Statement of Work is made effective January 1, 2021, by and between FACIL HR and Vineyard City with corporate offices in Vineyard Utah.

Description of Services:

Unlimited telephone and email support

Regular office hours at least every other week.

Policy and employee handbook development and continual review

Access to forms database and creation of new forms

Monthly onboarding and new employee orientation

Quarterly staff and management training

Other services as requested by the mayor, council, and city manager

Billing Rate

Monthly Rate - $2000.00

This statement of work is effective begin date through end date.

3. Additional Terms and Conditions:

This Statement of Work serves as an Exhibit to the Services Agreement. Services outside of the scope of the monthly retainer will billed at a separate rate, agreed upon before the services are provided.

IN WITNESS WHEROF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

Vineyard City:	Facil HR
BY: _____	BY: _____
NAME:	NAME: Albert Foster
	TITLE: President

COMMUNITY DEVELOPMENT

DATE: December 9, 2020
FROM: Morgan Brim, Community Development Director
TO: City Council
ITEM: 8.1 Public Hearing and Consideration of Ordinance 2020-16: 15.34.030 Accessory Buildings, 15.12 Establishment of Districts and Zoning Tables and 15.34.150 Home Occupations
APPLICANT: City Initiated

INTRODUCTION:
On November 4, 2020, the Planning Commission held a public hearing on Ordinance 2020-16 and recommended approval to the City Council. This ordinance amends accessory structure and home occupation requirements to allow detached garages within the side yards of single-family zoned lots; and provides allowances to home occupations to utilize space within accessory structures. Changes also provide clarification regarding residential swimming pools to be regulated similar to accessory structures.

RECOMMENDATION:
Staff is recommending approval of the proposed ordinance.

The Planning Commission recommended approval of the ordinance to the City Council.

CITY COUNCIL PROPOSED MOTION:
"I move to approve recommend approval of the proposed zoning Ordinance 2020-16."

ATTACHMENTS:
- Proposed Ordinance 2020-16.

VINEYARD
ORDINANCE 2020-16

AN ORDINANCE OF THE VINEYARD CITY, UTAH, AMENDING THE VINEYARD ZONING ORDINANCE TO AMEND SECTION 15.12.060 DIMENSIONAL STANDARDS TABLE; SECTION 15.34.030 ACCESSORY BUILDINGS AND SECTION 15.34.150 HOME OCCUPATIONS; TO ALLOW USE OF ACCESSORY STRUCTURES FOR HOME OCCUPATIONS, PROVIDE ALLOWANCES FOR RESIDENTIAL DETACHED GARAGES IN SIDE YARDS, AND TO CLARIFY DIMENSIONAL STANDARDS FOR RESIDENTIAL SWIMMING POOLS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN AFFECTIVE DATE.

WHEREAS, Title 10, Chapter 9a Municipal Land Use, Development, and Management Act of the Utah Municipal Code permits the City of Vineyard to ensure the health, safety, and welfare of the community through local land use planning and the adoption of the land use ordinances; and

WHEREAS, the City of Vineyard is authorized to amend the City's Zoning Ordinance pursuant to Utah Municipal Code § 10-9a-102(2); and

WHEREAS, the Planning Commission held a public hearing on November 4, 2020, and after fully considering public comment and staff recommendations, recommended approval to the Vineyard City Council; and

WHEREAS, the Vineyard City Council, having reviewed the proposed Zoning Text Amendment, held a public hearing on November 11, 2020 and December 9, 2020, and

WHEREAS, The Vineyard City Council, having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and on December 9, 2020, adopt the proposed Zoning Text Amendments.

NOW THEREFORE, be it ordained by the Council of Vineyard, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** "15.12.060 Dimensional Standards Table" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.12.060 Dimensional Standards Table

1. Unless otherwise specified, development in the city shall comply with the standards set forth in the Dimensional Standards Table. Special purpose districts standards are located in VZC 15.14 Special Purpose Districts.

Dimensional standards regulating accessory buildings of VZC 15.34.030 shall apply.
All other applicable development standards are located within various chapters of the zoning ordinance.

Dimensional Standards Table

STANDARDS	OS	A-1	R & A-5	RE-20	R-1-15	R-1-10	R-1-8	R-2-15	HDR-1	HDR-2	RMU	BP	RC	NC	FOI	M	PF
Minimum Lot Size	NA	40 Acres	5 Acres	40,000 sf	15,000 sf	10,000 sf	8,000 sf	15,000 sf per SFD or 25,000 sf per Two-Family Dwelling	10,000 sf plus 5,000 sf per multi-family unit.	8,000 sf plus 4,500 sf per multi-family unit.	10 acres[1].	40,000 sf	NA	NA	20,000 sf	20,000 sf	NA
Maximum Base Density allowed by a PD Overlay District in Units Per Acre	NA	1 unit per 20 acres	1 unit per 5 acres	1.75 units per acre	2.32 units per acre	3.5 units per acre	4.35 units per acre	2.33 SFD units per acre. 2.8 Two-family dwelling units per acre.	2-12 units per acre with an average of 8 units per acre.	9.7 units per acre.	NA	NA	NA	NA	NA	NA	NA
Minimum Lot Width	NA	Lot width to lot length ration		100'	90'	80'	80'	100' for SFD and 120' for Two-	60' unless otherwise approved	120'		140'	NA	NA	10	100'	NA

		not less than 1:3					Family Dwellings	by the City Council.		See standard # 1 below.				0'		
Minimum Distance Between Condominium & Multi-Family Units Primary Buildings located on the same Lot or Parcel	NA	NA	NA	NA	NA	NA	NA	NA	30'	30'	NA	NA	NA	NA	NA	NA	
Minimum Building Height	No primary building within any district shall be erected to a height less than one (1) story entirely above grade. See definition of story.																
Maximum Building Height	35'[2]	35'[2]	35'[2]	35'[2]	35'[2]	35'[2]	35'[2]	35'[2]	35'[2]	35'[2]	60'[2]	90'[2]	60'[2]	60'[6]	60'[2]	60'[2]	NA
Minimum Front Yard	NA	30'	30'	30'	30'	30'	20'	20'	20'	20'	See standard #1 below.	30'	20'	NA	25'	25'	NA
Minimum Side Yard - Interior Lots	NA	30'	30'	30'	30'	30'	20'	A total of at least 20' between the two side yards, with no side yard of less than 8'.	20', unless otherwise approved by the City Council.	20'		25'	20'	20'[7]	20'	20'	NA
Minimum																	

Side Yard for Corner Lots	NA	30'	30'	30'	30'	30'	20'	20'	20'	20'		25'	25'	NA	25'	25'	NA
Minimum Rear Yard	NA	30'	30'	30'	30'	30'	20'	20'	20'	20'		25'	25'	20'7	25'	25'	NA
Maximum Building Lot Coverage (Principle and Accessory Buildings)	NA	NA	15%	50%	50%	50%	50%	50%	50%	50%	NA	NA	NA	NA	NA	NA	NA
Maximum encroachment of Architectural Features Encroaching into required setback	NA	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	NA
Accessory Buildings and Residential Swimming Pools - In addition to the requirements of Section 15.34.030, the following dimensional standards apply:																	
Minimum Internal Side Setbacks	NA	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	NA	NA	3'3'	NA	NA	NA
Street Side Corner Lot Standards	See Section 15.34.030																
Minimum Rear Setbacks	NA	3'	3'	3'	3'	3'	3'	3'	3'	3'	3'	NA	NA	6'	NA	NA	NA
Minimum																	

Distance from Principle Building	NA	6'	6'	6'	6'	6'	6'	6'	6'	6'	6'	NA	NA		NA	NA	NA
Maximum Building Height	NA	NA	25'	25'[4]	25'[4]	25'[4]	25'[4]	25'[4]	25'[4]	25'[4]	25'[4]	NA	NA		NA	NA	NA
Roof Overhang Setback	NA	NA	1'[5]	1'[5]	1'[5]	1'[5]	1'[5]	1'[5]	1'[5]	1'[5]	1'[5]	NA	NA		NA	NA	NA
Maximum allowed rear yard building coverage.	NA	NA	50%	50%	50%	50%	50%	50%	50%	50%	50%	NA	NA	NA	NA	NA	NA
Residential-Detached Garages in Side Yards	NA	Residential-detached garages are allowed in established side yards of lots containing a single-family residence. Residential-detached garages shall maintain a minimum distance of 6' from the single-family residence and meet all fire and building codes. The same setbacks that apply to single-family residences apply to residential-detached garages located in a side yard. Residential-detached garages are limited to a maximum building height of 25'. Driveways and parking surfaces shall not exceed sixty-five percent (65%) of the front yard area.							NA	NA	NA	NA	NA	NA	NA	NA	NA

Additional Standards:
1. See VZC 15.14 Special Purpose Districts

for additional RMU Districts standards.2. Building height is measured from the top of the back of curb to the highest point of the building or structure. See also definition of "Building Height."4. For every one foot (1') in height above fifteen feet (15') the roof overhang setback shall be increased an additional one foot (1') from the internal side and rear property lines.5. For every one foot (1') in height above fifteen feet (15') the building setback shall be increased an additional one foot (1') from the internal side and rear property lines.

6. Buildings located in the NC District shall not exceed 35 feet in height when located within 50 feet of a property line of a parcel containing a detached single-family home.

7. No building setbacks are required for buildings located adjacent to parcels that do not contain stand-alone residential uses and are zoned for commercial uses.

SECTION 2: **AMENDMENT** "15.34.030 Accessory Buildings" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34.030 Accessory Buildings

1. Accessory buildings and accessory uses may be authorized in association with a primary building or primary use.
2. Accessory buildings and accessory uses shall only be authorized concurrently with, or following, the establishment of the primary building or primary use.
3. Accessory buildings, excluding residential-detached garages, are only permitted within the rear yard and street side yards of corner lots.
4. Accessory buildings, excluding residential-detached garages, located within the street side yard of a corner lot shall maintain a minimum setback distance of three (3') feet from the street side property line. Accessory buildings located within street-side yards of a corner lot shall be screened with a fence with a minimum height of 5' 6", from the street right-of-way on the front and sides and from neighboring properties adjoining the subject parcel on the rear property line.
5. Accessory buildings, excluding residential-detached garages, located within the street side yard of a corner lot shall not exceed a height of ten (10') feet.
6. Setbacks and building height standards for residential-detached garages located in side yards are found in Section 15.12.060 Dimensional Standards Table.
7. No storm water runoff from any accessory building shall be allowed to run onto adjacent property.
8. Accessory buildings shall meet all of the required dimensional standards of VZC 15.12.060.
9. Accessory buildings shall comply with the requirements of the adopted Building Code, as applicable.
10. No mobile home, travel trailer, boat, or similar recreational vehicle shall be used as an accessory building.
11. No shipping container, cargo container, shipping crate, box, trailer, or similar moveable piece of equipment or object shall be used as an accessory building.
12. No accessory buildings shall be rented, leased, or sold separately from the rental, lease, or sale of the primary building, except as allowed in VZC 15.34.060.
13. No accessory building shall be used as a permanent dwelling unit, except as allowed in VZC 15.34.060.

14. Accessory buildings used for the housing of domestic livestock or fowl shall comply with the requirements of VZC 15.34.120.

SECTION 3: **AMENDMENT** "15.34.150 Home Occupations" of the Vineyard Zoning Code is hereby *amended* as follows:

AMENDMENT

15.34.150 Home Occupations

The following regulations are established to provide minimum standards for the establishment and operation of home occupations.

1. Purpose and Intent
    a. To encourage the majority of business activities to be conducted in appropriate commercial zones. Business activities may be conducted within a residence on a limited basis if such activities comply with the standards of this ordinance. The use should be conducted so that neighbors, under normal conditions, would not be aware of its existence. Home occupations are a temporary privilege which can be revoked if disruption of the residential neighborhood occurs.
2. Definition
    a. The use of a residential dwelling for commercial activities; these activities must be clearly secondary to the primary residential use.
3. Home Occupation - without Impact
    a. A home occupation that only involves persons and related persons working on the premises or routinely operating from the premises who are permanent residents of the dwelling and where no customers are permitted.
    b. Business include non-impacting uses such as home-based office, clerical work, sales and crafting.
    c. Home Occupations without impact are exempt from the minimum parking requirements.
4. Home Occupation - with Impact
    a. A home occupation that involves the permanent resident(s) of the dwelling with a maximum of one (1) non-resident working on the premises at any point in time, and where customers are received.
    b. Is limited to only one (1) customer at a time and by appointment only.
    c. Visitors in conjunction with the home occupation shall be permitted only between the hours of 8.00 a.m. and 8.00 p.m.
    d. Permitted activities include but are not necessarily limited to the following:
        i. Personal services, crafting, home cooking and sales.
        ii. Music lessons, tutoring and general education instruction.
5. Home Occupation - Day Care
    a. As defined in the Vineyard Zoning Code Section 15.60.020 Definitions "Home

Day Care" and must meet the following requirements:

i. The daycare service provider may have only one (1) non-resident employee.
ii. Daycare program shall be permitted only between the hours of 7:00 a.m. and 8.00 p.m.

6. Home Occupation - Preschool
    a. As defined in the Vineyard Zoning Code 15.60.020 Definitions "Home Preschool" and must meet the following requirements:
        i. Only a maximum of two (2) sessions is permitted per day
        ii. Preschool program shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m.
7. The following uses and activities shall not be permitted in conjunction with a Home Occupation:
    a. Veterinarian office, kennel or any similar animal services~~;~~ and medical practitioners~~; outdoor storage or use of accessory structures~~.
8. The following conditions apply to all Home Occupation types:
    a. Incidental/Secondary – The home occupation must be clearly incidental and secondary to the principal use as a residence by the person conducting the occupation.
    b. Exterior – No home occupation shall alter the exterior of the home to differ from the residential use of colors, materials, construction or lighting. A salesroom or display window is prohibited.
    c. Storage – All equipment, supplies and materials used in business must be stored inside the home or legal accessory structure.
    d. Outdoor Activity – All home occupation activity shall be carried out within the home or legal accessory structure and shall not be observable by the general public from the street in front of the residence. Garage doors shall remain closed while business activity is conducted therein.
    e. Parking – Clearly marked driveway dimensions (or a scaled site plan) showing a total of four (4) parking spaces onsite, with a dimension of 8' wide by 18' deep each. Home Occupations with Impact, Preschools and Daycare must meet the minimum four (4) onsite parking spaces. Vehicles used by the business (other than passenger cars without signage) shall not be parked on the site, unless enclosed parking is utilized to shield the vehicles from view.
    f. Nuisances – No machinery or equipment shall be permitted that produces noise, noxious odor, vibration, glare, electrical interference or radio or electromagnetic interference beyond the boundary of the property. Only general types and sizes of machinery that are typically found in dwellings for hobby or domestic purposes shall be permitted.
    g. Signs – There shall be no use of show windows, business display or advertising visible from outside the premises except a name plate attached to an exterior door that does not exceed one (1) square foot.
    h. Off-Site Employees – Any home occupation may utilize employees to work off-site. The off-site employee, volunteer, hiree, or any other person engaged with the home occupation shall not come to the home for purposes related to the

Home Occupation Business License.

i. Multiple Home Business Licenses – More than one home business license may be issued for a residence, provided that the home businesses or the accumulative effects of the home businesses do not violate the Zoning Ordinance for Home Occupation.

j. Floor Area – The home occupation shall be conducted completely indoors. The total amount of floor area used for a home occupation shall not be greater than 25% of the total floor area of the principal dwelling unit including attached garages and accessory structures.

9. Application

a. The following items shall be submitted to the city business licensing office in applying for a home occupation business license under:

i. Application forms as provided by the city and the associated fee as listed in the fee schedule.

ii. Description of the nature of the home occupation and information as requested in the application.

iii. Must meet the building code and its accessibility requirements.

iv. Sketch of the site plan of the property and the floor plan of the dwelling and the area to be devoted to the home occupation (with impact, day care, preschool) with dimensions and area calculations.

v. List of materials and equipment to be used.

vi. Hours of operation and the number of customers, vehicle trips and deliveries to be made each day.

vii. Other government approvals required for conducting the home occupation.

viii. Proposed remodeling needed to conduct the home occupation and whether a city building permit will be required.

ix. Signed affidavit by the applicant that all requirements and conditions of the city will be followed.

SECTION 4: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 5: **SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 6: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL
_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
John Earnest	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Chris Judd	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

_____
Julie Fullmer, Mayor, Vineyard

Attest

_____
Pamela Spencer, City Recorder
Vineyard

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 12-9-2020

Agenda Item: 8.2 Water System Design Build Out Contract

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:
City Staff has been working with Engineering consultant Hansen Allen and Luce Engineers (HAL) to preliminarily design the culinary water system build out and to ensure that the City meets state code. During this process we have also worked with Orem City and Central Utah Water Conservancy District (CUWCD) for water sourcing and water storage tank locations to serve the City. We have found that the newly acquired public works property at the north end of the City would best facilitate the water storage tank. It was also found that it would be to the benefit of all parties for Vineyard City to update its water agreement with Orem and take all water sources from CUWCD. HAL Engineers has prepared work tasks to complete the design of the culinary water system build out which include: Water Tank Design, Pump Station Design, and Meter Station and Pipeline Design. HAL Engineers is well known for their expertise in these areas and staff requests the Council's approval to proceed with the design of these task with HAL Engineers. The proposed task orders are to be billed at a time and materials basis with a Not-to-Exceed amount. For this reason, we do not see a need to include a contingency.

Fiscal Impact:

Tank Design Task Order	$ 390,980.00
Pump Station Task Order	$ 325,890.00
Meter Station and Pipeline Task Order	$ 323,623.00
Total	$1,040,493.00

Recommendation:
Motion to Approve

Sample Motion:
Motion to approve city staff to contract with Hansen Allen and Luce Engineers to complete the 3 attached tasks to complete the culinary water system build out as proposed.

Attachments:
Water Master Plan Map, Tank Design Task Order, Pump Station Task Order, and Meter Station and Pipeline Task Order

Lindon (emergency)

Peak day: 1,575 gpm
Peak instantaneous: 2,700 gpm
Fire flow: 4,000 gpm
Peak day plus fire flow: 5,575 gpm

CUWCD north zone supply

1600 N

Lindon (emergency)

1600 N

Peak Day: 4,700 gpm

Replace existing 12" Pipe in 800 N and Vineyard Connector

800 N

CUWCD 800 N connection

800 N

Peak Day: 4,700 gpm

Mill Rd

400 N

400 N

Main St

Center St

Holdaway Rd

Orem (emergency)

Center St

400 S

Orem (emergency)

Orem (emergency)

400 S

N

0 1,500 3,000 6,000 Feet

Legend

PRV

Tank

Sources

CUWCD

Lindon

Orem

Existing Pipes

Pipe Diameter

8-inch

10-inch

12-inch

16-inch

18-inch

20-inch

24-inch

30-inch

North Pressure Zone

Railroads

Date: 11/16/2020
Document Path: H:\Projects\319 - Vineyard\04.100 Drinking Water Master Plan\GIS\Working\Buildout system - tank in City - north site - 800N and West conn_2020_11_13.mxd

HANSEN ALLEN & LUCE INC ENGINEERS

VINEYARD DRINKING WATER MASTER PLAN

DRAFT BUILDOUT CONCEPT 800 N AND WEST SUPPLIES

APPENDIX A

TASK ORDER NO. 319.05.100
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: Vineyard City
Effective Date of Agreement: October 31, 2017

THIS TASK ORDER NO. 319.05.100 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 19th day of November, 2020, by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Vineyard City 7 MG Tank Design

   The PROJECT SITE is located as follows: Vineyard Public Works Property at approximate 2100 West on West Vineyard Road, Vineyard, Utah

2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 319.05.100-A.

3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on a time and materials basis with a Not-to-Exceed amount of $390,980.00 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 319.04.100-B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.

4. SCHEDULE. SERVICES associated with this TASK ORDER will be completed within by the end of June 2021 for Design, then 14-month construction period following written authorization from the CLIENT to HAL to proceed.

5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.

6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, CLIENT and HAL have executed this TASK ORDER as of the date first above written.

CLIENT: VINEYARD CITY	HANSEN, ALLEN & LUCE, INC.
By:	By: Warren E. Allen
Its:	Its: President
Attest:	Attest: Tyler G. Allen
Its:	Its: Vice President

EXHIBIT T.O. 319.05.100-A

SCOPE OF SERVICES

Summarized below are the project understanding, scope of work, and fee estimate.

PROJECT UNDERSTANDING

Vineyard City was recently named the fastest growing City in the United States. City leaders and staff are continually reviewing and revising plans to ensure growth is smooth and all City systems continue to function well. Vineyard currently receives all drinking water from Orem City and Central Utah Water Conservancy District (CUWCD) wholesale connections. Vineyard currently only has 0.5 MG of storage capacity for its drinking water system, with an agreement with CUWCD to provide 4 MG of storage through April 2021. Post April 2021, CUWCD is contracted to continue to provide 2.0 MG of capacity in its system. Vineyard must develop its own drinking water storage capacity to cover the deficit, which is projected to be 6 to 8 MG. Vineyard has decided to locate the tank on their public works property located at approximately 2100 West on 1600 North in Vineyard.

The City has requested that HA&L assist the City in providing design services and services during construction for this new tank. The tank design will be an AWWA D115 Tendon-Prestressed Concrete Water Tank. Based upon this understanding, we propose the following Scope for Services for completion of this project as described below.

SCOPE OF WORK

The suggested scope of work for assisting the City in accomplishing this project is outlined by Task and Subtask below.

Task 100 - Project Management

1. Provide project administration.
2. Prepare monthly project progress summaries.
3. Hold in-house project coordination meetings.
4. Hold a project kickoff meeting with the Vineyard City.
5. Hold additional coordination meetings with Vineyard City (3 meetings assumed).

Task 200 - Preliminary Design

1. Perform a field survey of the site for control, identification of utilities and existing site features.
2. Perform a site visit to familiarize project team with the site.
3. Vineyard City has already contracted with Terracon to perform a geotechnical investigation of the site to characterize the subsurface conditions of the site and to provide design parameters and recommendations for the project. HAL will coordinate with Terracon, review their study report, and incorporate their recommendations into the design.
4. Prepare a base map of the project site from existing Lidar data and from the site survey information.

5. Conduct existing utilities research with various utility companies, and locate known utilities on the design drawings.
6. Hold a design workshop with City personnel to discuss and develop design criteria for the project.
7. Based on the information obtained from the design criteria meeting and the above tasks, prepare preliminary design drawings to a 30-percent level of design.
8. Prepare hydrologic design calculations for storm water to meet Vineyard City requirements.
9. Meet with City personnel, submit and discuss the preliminary design drawings. Incorporate City comments into design.

Task 300 – Final Tank Design

1. Prepare hydraulic design calculations for on-site inlet/outlet works and piping, and for on-site overflow piping.
2. Prepare Tank design drawings. The final design will take into consideration City comments and requirements; geotechnical requirements; structural design of the tank structure, electrical design, site plan; access restrictions and right-of-way; on-site piping design; valve vault design, etc. Design drawings will be prepared in a 22"x34" sheet size format to facilitate 1/2-sheet size reduction.
3. Prepare contract documents and technical specifications for tank construction.
4. Hold design review meetings with City Staff at the 60 & 90% design points. Incorporate City comments into the design. Submit the specifications and drawings to City for review and comment.
5. Finalize documents based on City comments.
6. Prepare the Engineer's estimate of probable construction cost.
7. Prepare cut/fill quantity estimates.
8. Conduct in-house QA/QC reviews.

Task 400 – Coordination with Governing Entities

1. Provide general coordination.
2. Assist Vineyard City in preparing Conditional Use permit information. This will include a) Prepare the DRC Application, b) Attend DRC Committee Meeting, c) Prepare site plans, d) Prepare required submittal & make application, e) Respond to City comments, f) Incorporate City comments into drawings, g) Attend Vineyard City Planning Commission Meeting, h) Participate in Pre-construction meeting, and i) Prepare SWPPP plan for submittal to Vineyard City.
3. Submit the finalized documents to the Division of Drinking Water for review and approval. Obtain design approval.

Task 400 – Prepare Bid Documents and Assist with Project Bidding

1. Prepare project bidding packages for the tank, including bidding and contract documents, general conditions, technical specifications, and drawings (11x17 size). Provide electronic file documents to prospective bidders.
2. Attend and assist with Pre-Bid meeting.
3. Respond to bidder's questions.
4. Prepare addenda, if necessary.
5. Attend Bid Opening.
6. Evaluate bids, prepare Bid Summary and make recommendation for award.
7. Prepare project manuals (i.e. agreements) and deliver the documents to the Contractor for execution of the agreement.

Task 500 - Services During Construction

1. Participate in a pre-construction conference.
2. Provide office support to respond to questions from Contractor and to address issues that arise during construction, assumed at 2 hours per week for 60 weeks.
3. Provide on-site construction observation (1/2 time), assumed for 48 weeks.
4. Review contractor submittals and materials testing reports.
5. Attend weekly construction coordination meetings.
6. Review and prepare construction change orders.
7. Review and prepare construction payment requests.
8. Special inspections for the tank will be performed by the tendon tank contractor as part of their construction obligation.
9. Assist the City with project closeout requirements, including tank commissioning and start up, review of the O&M manual provided by the Contractor, applying for an operating permit from the Division of Drinking Water, and reviewing project close-out documents from the Contractor.
10. Prepare record-construction drawings from red-line drawings provided by the Contractor at the completion of the project.
12. Perform a final inspection of the project.

Task 700 – Added Tasks to Consider

1. Assist the City with prequalification of Contractors.

ESTIMATED FEE

We propose a professional "not to exceed" engineering budget of $390,980 to perform the services as outlined in this proposal. The following table summarizes the estimated engineering fee required to accomplish each task.

TASK	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
100	Project Management	$13,840.00
200	Preliminary Design	$24,230.00
300	Final Tank Design	$139,580.00
400	Coordination with Governing Entities	$19,730.00
500	Prepare Bid Document and Assist with Project Bidding	$8,185.00
600	Services During Construction	$183,165.00
700	Added Tasks	$2,250.00
	TOTAL ESTIMATED FEE	**$390,980.00**

Attached is a detailed manpower and cost breakdown by task and subtask. Work will be billed in accordance with the attached fee schedule.

Assumptions included in our fee estimate are as follows:

1. We have assumed documents will be provided to prospective bidders in electronic format.
2. Construction time is assumed at 14 months.
3. Construction observation is assumed at 4 hours per day for 11 months (48 weeks).
4. Number of construction progress meetings = 60.
5. Number of change orders = 4.
6. We have assumed 14 construction applications for payment.
7. Construction quality control materials testing and special inspections will be by the Contractor.
8. Construction staking will be by Contractor.
9. A property boundary survey has not been included in project.
10. HAL will provide assistance in obtaining a Conditional Use Permit from Vineyard City. Assumed time in assisting with this process is listed in Task 400.
11. Preparation of easements or property boundary survey are not included.
12. HAL has assumed drawings per the attached “Drawings/Sheet Count”
13. Other assumptions are as listed in the Comments Column of the attached spreadsheet.
14. The serving utility will be Rocky Mountain Power (RMP). HPE will interface with them for the new service that this project will require.
15. We will provide appropriate I/O to a VCI telemetry RTU as required.
16. We will provide power to the VCI RTU as needed.
17. The valve vault will include tank level measurement (pressure transmitter), inlet pipe pressure transmitter, valve actuator monitoring and control, floor flood level switch, sump pump and intrusion detection, ventilation fan, lighting and power outlets.
18. We anticipate a new 120/240 VAC, 100 A service from Rocky Mountain Power will be required.

19. Project does not include security cameras.
20. Landscape design not included. City indicated they will perform this work.

EXHIBIT T.O. 319.05.100-B

STANDARD FEE SCHEDULE
2020

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional	$194.55/hr
Managing Professional	$169.75/hr
Senior Professional II	$155.85/hr
Senior Professional I	$140.45/hr
Professional III	$135.45/hr
Professional II	$121.60/hr
Professional I	$113.00/hr
Professional Intern	$102.05/hr
Engineering Student Intern	$52.95/hr
Senior Designer	$109.05/hr
Senior Field Technician	$109.05/hr
Field Technician	$88.60/hr
CAD Operator	$88.60/hr
Public Relations Specialist	$135.45/hr
Administrative Assistant	$65.00/hr
Professional Land Surveyor	$125.25/hr
1 Man GPS Surveying Services – PLS	$148.00/hr
Expert Legal Services	$300.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	$46.00 per day
Vehicle	$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	$130.00 per day
Drone Unit	$500.00 per day plus data conversion costs
Data Logger/Transducer	$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE.....1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.

HANSEN ALLEN & LUCE inc ENGINEERS

HAL PROPOSAL SPREADSHEET

CLIENT: VINEYARD
PROJECT: 7 MG TANK

HANSEN ALLEN & LUCE inc ENGINEERS

Pha	Task #	Task Activity	Billing Period	Hours: Principal MEA	Managing Prof.	Prof III TGA	Prof I JB	1 Man GPS BD	PI	Field Tech	CAD	Secretary	RC	HPE	AGEC	Logan Simpson	Sub 5	Total Hours	Labor Cost	Expense Cost	Total HAL Cost with Contingency & Rate Inc.		COMMENT
I		**TASK 100 - PROJECT MANAGEMENT**																					
	101	Project Administration	2	24														24	$4,669.20	$144.00	$5,053.86		
	102	Prepare monthly progress summaries	2	6														6	$1,167.30	$36.00	$1,263.47		12 Monthly Summaries
	103	In House Project Coordination Meetings	2	8		8					8							24	$3,388.80	$144.00	$3,709.44		8 Meetings during design
	104	Hold Project Kickoff Meeting with Vineyard Citiy	2	2		2												4	$670.00	$56.50	$762.83		
	105	Additional Coordination Meetings with Vineyard City	2	8		8												16	$2,680.00	$226.00	$3,051.30		
		SUBTOTAL HOURS/UNITS:		48	0	18	0	0	0	0	8	0	0	0	0	0	0	74					
		SUBTOTAL:		$9,338.40	$0.00	$2,528.10	$0.00	$0.00	$0.00	$0.00	$708.80	$0.00							$12,575.30	$606.50	$13,840.89	$0.00	Subconsultant Cost
II		**TASK 200 - PRELIMINARY DESIGN**																					
	201	Perform field survey	2					8										8	$1,232.00	$93.50	$1,391.78		
	202	Perform site walk thru by design engineer	2			3												3	$421.35	$63.50	$509.09		
	203	Cooridinate and review geotechnical investigation	2	2		4												6	$950.90	$36.00	$1,036.25		City has Contracted Terracon
	204	Prepare base map of site	2			4					24							28	$2,688.20	$168.00	$2,999.01		
	205	Conduct Utilities research and add utilities to drawings	2			2	20											22	$2,540.90	$132.00	$2,806.55		
	206	Hold design workshop with City personnel	2	2		2												4	$670.00	$69.50	$776.48		
	207	Prepare preliminary design drawings (30% level)	2			16	32											48	$5,863.20	$288.00	$6,458.76		
	208	Prepare hydrolgic design calculations and report	2	2		24	24											50	$6,471.90	$300.00	$7,110.50		
	209	Meet with Vineyard City to dicuss 30% level design	2	3		3												6	$1,005.00	$81.50	$1,140.83		
	299	Quality Control (QC) / Quality Assurance (QA)	2															0	$0.00	$0.00	$0.00		
		SUBTOTAL HOURS/UNITS:		9	0	58	76	8	0	0	24	0	0	0	0	0	0	175					
		SUBTOTAL:		$1,750.95	$0.00	$8,146.10	$8,588.00	$1,232.00	$0.00	$0.00	$2,126.40	$0.00							$21,843.45	$1,232.00	$24,229.22	$0.00	Subconsultant Cost
III		**TASK 300 - FINAL TANK DESIGN**																					
	301	Final Hydraulic analysis for tank & overflow	2	4		8												12	$1,901.80	$72.00	$2,072.49		
	302	Prepare tank design drawings	2	27		156.5	0				446		60					689.5	$66,748.88	$3,777.00	$74,052.17	$36,000.00	Structural RC- $25,000, Structural Tech - $11,000
	303	Prepare Electrical and controls drawings	2			4								83				87	$561.80	$24.00	$615.09	$10,600.00	Hegerhorst Power Engineering
	304	Prepare Technical Specs & Bidding Documents	2	4		40												44	$6,396.20	$264.00	$6,993.21		
	305	Hold 60% and 90% design review meetings with City	2	6		6												12	$2,010.00	$72.00	$2,186.10		
	306	Submit specs and drawings to City for review and comment	2	2														2	$389.10	$12.00	$421.16		
	307	Final specs and drawings based on City's comments	2			8					16							24	$2,541.20	$241.50	$2,921.84		
	308	Prepare Engineer's construction cost estimate	2			4												4	$561.80	$24.00	$615.09		
	309	Prepare cut and fill quantity estimate	2				8											8	$904.00	$48.00	$999.60		
	310		2															0	$0.00	$0.00	$0.00		
	311		2															0	$0.00	$0.00	$0.00		
	399	Quality Control (QC) / Quality Assurance (QA)	2	10														10	$1,945.50	$60.00	$2,105.78		
		SUBTOTAL HOURS/UNITS:		53	0	226.5	8	0	0	0	462	0	60	83	0	0	0	892.5					
		SUBTOTAL:		$10,311.15	$0.00	$31,811.93	$904.00	$0.00	$0.00	$0.00	$40,933.20	$0.00							$83,960.28	$4,594.50	$92,982.51	$46,600.00	Subconsultant Cost
IV		**TASK 400 - COORDINATION WITH GOVERNING ENTITIES**																					
	401	General coordination	2	4														4	$778.20	$24.00	$842.31		
	402	Assist with permit with Vineyard - Conditional Use	2															0	$0.00	$0.00	$0.00		
	a	Prepare the DRC Application	2	4														4	$778.20	$24.00	$842.31		
	b	Attend DRC Committee Meeting	2	3		3												6	$1,005.00	$81.50	$1,140.83		
	c	Prepare Site Plans	2	2		8					32							42	$4,347.90	$252.00	$4,829.90		
	d	Send out notices for neighborhood meeting	2			2					4							6	$635.30	$36.00	$704.87		
	e	Prepare for and conduct neighborhood meeting	2	3		4					8							15	$1,854.25	$135.50	$2,089.24		
	f	Prepare minutes from neighborhood meeting	2			2												2	$280.90	$12.00	$307.55		
	g	Prepare required submittal & make application	2	4														4	$778.20	$24.00	$842.31		
	h	Respond to City comments	2	4														4	$778.20	$24.00	$842.31		
	i	Incorporate City Comments into drawings	2	3		6					12							21	$2,489.55	$126.00	$2,746.33		
	j	Attend Vineyard City Planning Commission Meeting	2	3														3	$583.65	$63.50	$679.51		
	k	Participate in Pre-construction meeting	2	3														3	$583.65	$63.50	$679.51		
	l	Prepare SWPPP plan for submittal to Vineyard City	2	8							12							20	$2,619.60	$120.00	$2,876.58		
	403	Submit design drawings and specifications to DDW	2			2												2	$280.90	$12.00	$307.55		
	499	Quality Control (QC) / Quality Assurance (QA)	2															0	$0.00	$0.00	$0.00		
		SUBTOTAL HOURS/UNITS:		41	0	27	0	0	0	0	68	0	0	0	0	0	0	136					
		SUBTOTAL:		$7,976.55	$0.00	$3,792.15	$0.00	$0.00	$0.00	$0.00	$6,024.80	$0.00							$17,793.50	$998.00	$19,731.08	$0.00	Subconsultant Cost
V		**TASK 500 - PREPARE BID DOCUMENTS & ASSIST WITH BIDDING**																					
	501	Prepare Bidding Documents	2									8						8	$520.00	$48.00	$596.40		
	502	Prepare PDF's	2			2						4						6	$540.90	$36.00	$605.75		
	503	Attend and assist with pre-bid meeting	2	3		4												7	$1,145.45	$87.50	$1,294.60		
	504	Respond to questions from Bidders	2			8												8	$1,123.60	$48.00	$1,230.18		
	505	Prepare addenda	2	2		6												8	$1,231.80	$48.00	$1,343.79		
	506	Attend Bid Opening	2	2		2												4	$670.00	$69.50	$776.48		
	507	Evaluate bids and provide recommendation for award	2	1		4						4						9	$1,016.35	$54.00	$1,123.87		
	508	Prepare Project Manuals (Agreements) & deliver to Contractor	2			4						8						12	$1,081.80	$72.00	$1,211.49		
	599	Quality Control (QC) / Quality Assurance (QA)	1															0	$0.00	$0.00	$0.00		
		SUBTOTAL HOURS/UNITS:		8	0	30	0	0	0	0	0	24	0	0	0	0	0	62					
		SUBTOTAL:		$1,556.40	$0.00	$4,213.50	$0.00	$0.00	$0.00	$0.00	$0.00	$1,560.00							$7,329.90	$463.00	$8,182.55	$0.00	Subconsultant Cost

HAL PROPOSAL SPREADSHEET

CLIENT: VINEYARD
PROJECT: 7 MG TANK

HANSEN ALLEN & LUCE inc ENGINEERS

Pha #	Task #	Task Activity	Billing Period	Hours: Principal MEA	Managing Prof.	Prof III TGA	Prof I JB	1 Man GPS BD	PI	Field Tech	CAD	Secretary	RC	HPE	AGEC	Logan Simpson	Sub 5	Total Hours	Labor Cost	Expense Cost	Total HAL Cost with Contingency & Rate Inc.		COMMENT
VI		**TASK 600 - SERVICES DURING CONSTRUCTION**																					
	601	Participate in Pre-construction Meeting	2	3		3												6	$1,005.00	$81.50	$1,140.83		
	602	Office engineering support during constructon, RFI 's,etc	2			120												120	$16,854.00	$720.00	$18,452.70		60 weeks at 2 hrs per week
	603	Provide part time resident project representative (20hrs/wk)	2							960								960	$85,056.00	$15,510.00	$105,594.30		48 Weeks @ average of 4 hours/day
	604	Review Contractor submittals	2						40				8	13				61	$4,082.00	$240.00	$4,538.10	$12,750.00	RC -$10,000, HPE - $2,750
	605	Attend weekly construction coordination meetings	2	24		120												144	$21,523.20	$3,048.00	$25,799.76		60 Weeks of construction meetings
	606	Prepare Change Orders	2	1		6												7	$1,037.25	$42.00	$1,133.21		4 Change Orders
	607	Prepare Pay Estimates	2			16												16	$2,247.20	$96.00	$2,460.36		14 pay estimates
	608	Special Inspections	2			1												1	$140.45	$6.00	$153.77		By VSL as Construction Cost
	609	Close-out Responsibilities	2															0	$0.00	$0.00	$0.00		
	a	Reservoir commissioning and startup	2	8		8								13				29	$2,680.00	$141.50	$2,962.58	$700.00	HPE
	b	O&M manual review	2			4												4	$561.80	$24.00	$615.09		
	c	Operating Permit w/ DDW	2			4												4	$561.80	$24.00	$615.09		
	d	Review close-out documents from Contractor	2			1												1	$140.45	$6.00	$153.77		
	610	Prepare Record Drawings	2			4					40							44	$4,105.80	$264.00	$4,588.29		
	611	Final Inspection	2	4		4												8	$1,340.00	$93.50	$1,505.18		
		SUBTOTAL HOURS/UNITS:		40	0	291	0	0	40	960	40	0	8	26	0	0	0	1405					
		SUBTOTAL:		$7,782.00	$0.00	$40,870.95	$0.00	$0.00	$4,082.00	$85,056.00	$3,544.00	$0.00							$141,334.95	$20,296.50	$169,713.02	$13,450.00	Subconsultant Cost
VII		**TASK 700 - ADDED TASKS TO CONSIDER**																					
	800	Prequalification of Tank Contractors	2															0	$0.00	$0.00	$0.00		
	a.	Develop prequalification documents	2						8									8	$816.40	$48.00	$907.62		
	b.	Distribute prequalification documents to Contractors	2			2												2	$280.90	$12.00	$307.55		
	c.	Evaluate SOQs and make recommendation to City	2	2		4												6	$950.90	$36.00	$1,036.25		
		SUBTOTAL HOURS/UNITS:		2	0	6	0	0	8	0	0	0	0	0	0	0	0	16					
		SUBTOTAL:		$389.10	$0.00	$842.70	$0.00	$0.00	$816.40	$0.00	$0.00	$0.00							$2,048.20	$96.00	$2,251.41	$0.00	Subconsultant Cost
		TOTAL HOURS BY EMPLOYEE:		201	0	656.5	84	8	48	960	602	24	68	109	0	0	0						

PHASE	TASK	Labor Costs	Direct Exp Cost	Subtotal w/Contingency	Subconsultant Costs	Subtotal
I	**TASK 100 - PROJECT MANAGEMENT**	$12,575.30	$606.50	$13,840.89	$0.00	$13,840.89
II	**TASK 200 - PRELIMINARY DESIGN**	$21,843.45	$1,232.00	$24,229.22	$0.00	$24,229.22
III	**TASK 300 - FINAL TANK DESIGN**	$83,960.28	$4,594.50	$92,982.51	$46,600.00	$139,582.51
IV	**TASK 400 - COORDINATION WITH GOVERNING ENTITIES**	$17,793.50	$998.00	$19,731.08	$0.00	$19,731.08
V	**TASK 500 - PREPARE BID DOCUMENTS & ASSIST WITH BIDDING**	$7,329.90	$463.00	$8,182.55	$0.00	$8,182.55
VI	**TASK 600 - SERVICES DURING CONSTRUCTION**	$141,334.95	$20,296.50	$169,713.02	$13,450.00	$183,163.02
VII	**TASK 700 - ADDED TASKS TO CONSIDER**	$2,048.20	$96.00	$2,251.41	$0.00	$2,251.41
	TOTAL:	$286,885.58	$28,286.50	$330,930.68	$60,050.00	$390,980.68

Filename: H:\Projects\319 - Vineyard\05.100 Tank Design\Admin\Proposal\[HAL Proposal Spreadsheet.xlsx]Drawings

Assumptions:
1. Construction Period is 14 months, site work is 11 months
2. No cathodic protection in estimate
3. No easements required.
4. Assumptions as listed in the Comments Column
5. Landscape plans not included. City will develop the landscape plan.

DRAWINGS / SHEET COUNT

CLIENT: ***Vineyard City***
PROJECT: ***7 MG Tank***

Sheet #		Sheet Description	Principal	Managing Prof.	Prof III	1 Man GPS	PEI	Prof I	Design/Field Tech	CAD	Secretary	Total
1	G-1	Cover Sheet with Site Locator	0.50		0.50					4.00		5.0
2	G-2	Drawing Index	0.25		0.50					8.00		8.8
3	G-3	General Notes and Legend	0.25		0.50					6.00		6.8
4	C-1	Site Plan Grading	1.00		24.00					32.00		57.0
5	C-2	Site Plan Utilities	1.00		8.00					24.00		33.0
6	C-3	Site Drainage Plan	1.00		8.00					24.00		33.0
7	C-4	Inlet and Outlet Piping	1.00		4.00					20.00		25.0
8	C-5	Drain Outlet Details	1.00		4.00					20.00		25.0
9	C-6	Tank Overflow	1.00		4.00					20.00		25.0
10	C-7	Valve Vault Plan	1.00		8.00					24.00		33.0
11	C-8	Valve Vault Section	1.00		6.00					20.00		27.0
12	C-9	Valve Vault Section	1.00		6.00					20.00		27.0
13	C-10	Valve Vault Fitting Schedule	1.00		6.00					16.00		23.0
14	C-11	Valve Vault Stairs and Grating Plan	1.00		12.00					24.00		37.0
15	C-11	Valve Vault Roofing Plan	1.00		4.00					16.00		21.0
16	C-12	Miscellaneous Details	1.00		8.00					16.00		25.0
17	C-13	Pipeline Details	1.00		2.00					8.00		11.0
18	C-14	Air Vent Details	1.00		2.00					8.00		11.0
19	S-1	Reservoir Section	1.00		4.00					8.00		13.0
20	S-2	Reservoir Plan	1.00		4.00					8.00		13.0
21	S-3	Typical Wall and Details	1.00			by RC				16.00		17.0
22	S-4	Typical Column and Floor	1.00			by RC				16.00		17.0
23	S-5	Typical Details	1.00			by RC				16.00		17.0
24	S-6	Tendon Details	1.00			by RC				16.00		17.0
25	S-7	Tendon Edge Profiles	1.00			by RC				16.00		17.0
26	S-8	Tendon Long-Short Profiles	1.00			by RC				16.00		17.0
27	S-9	Hatch Details	1.00		4.00					8.00		13.0
28	S-10	Ladder Details	1.00		16.00					8.00		25.0
29	S-11	Miscellaneous Details	1.00		16.00					8.00		25.0
30	E-1	Electrical			0.50							0.5
32	E-3	Electrical			0.50							0.5
33	E-4	Electrical			0.50							0.5
34	E-5	Electrical			0.50							0.5
35	E-6	Electrical			0.50							0.5
36	E-7	Electrical			0.50							0.5
37	E-8	Electrical			0.50							0.5
38	E-9	Electrical			0.50							0.5
39	E-10	Electrical			0.50							0.5
		TOTALS:	**27.0**	**0.0**	**156.5**	**0.0**	**0.0**	**0.0**	**0.0**	**446.0**	**0.0**	**629.5**

DRAWINGS / SHEET COUNT

0 ***Vindyard City***
0 ***7 MG Tank - SWPPP***

Sheet #		Sheet Description	Principal	Managing Prof.	Prof III	1 Man GPS	PEI	Prof I	Design/Field Tech	CAD	Secretary	Total
1	G-1	Cover Sheet	0.25		0.50					2.00		2.8
2	G-2	Site Plan	0.25		0.50					4.00		4.8
3	G-3	Construction BMP Details.	0.25		0.50					4.00		4.8
		TOTALS:	**0.8**	**0.0**	**1.5**	**0.0**	**0.0**	**0.0**	**0.0**	**10.0**	**0.0**	**12.3**

TASK ORDER NO. 319.05.200
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: Vineyard City
Effective Date of Agreement: October 31, 2017

THIS TASK ORDER NO. 319.05.200 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 23th day of November, 2020, by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Vineyard City Pump Station Design

   The PROJECT SITE is located as follows: Vineyard Public Works Property at approximate 2100 West 1600 North, Vineyard, Utah

2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 319.05.200-A.

3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on a time and materials basis with a Not-to-Exceed amount of $325,890.00 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 319.05.200-B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.

4. SCHEDULE. SERVICES associated with this TASK ORDER will be completed within by the end of June 2021 for Design, then 9-month construction period following written authorization from the CLIENT to HAL to proceed.

5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.

6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, CLIENT and HAL have executed this TASK ORDER as of the date first above written.

CLIENT: VINEYARD CITY	HANSEN, ALLEN & LUCE, INC.
By:	By: Warren E. Allen
Its:	Its: President
Attest:	Attest: Lyle G. Allen
Its:	Its: Vice President

EXHIBIT T.O. 319.05.200-A

SCOPE OF SERVICES

Summarized below are the project understanding, scope of work, and fee estimate.

PROJECT UNDERSTANDING

Vineyard City was recently named the fastest growing City in the United States. City leaders and staff are continually reviewing and revising plans to ensure growth is smooth and all City systems continue to function well. Vineyard currently receives all drinking water from Orem City and Central Utah Water Conservancy District (CUWCD) wholesale connections. Vineyard currently only has 0.5 MG of storage capacity for its drinking water system, with an agreement with CUWCD to provide 4 MG of storage through April 2021. Post April 2021, CUWCD is contracted to continue to provide 2.0 MG of capacity in its system. Vineyard must develop its own drinking water storage capacity to cover the deficit, which is projected to be 6 to 8 MG. Vineyard, has decided to locate the tank on the Vineyard Public Works property located at about 2100 West 1600 North in Vineyard. This location will require that water from the tank be pumped into the system via a booster pump station to provide the required pressures for the City's potable water system and for fire flows.

The City has requested that HA&L assist the City in providing design services and services during construction for this new pump station. The pump station will be designed to meet all State of Utah Division of Drinking Water requirements. Based upon this understanding, we propose the following Scope for Services for completion of this project as described below.

SCOPE OF WORK

The suggested scope of work for assisting the City in accomplishing this project is outlined by Task and Subtask below.

Task 100 - Project Management

1. Provide project administration.
2. Prepare monthly project progress summaries.
3. Hold in-house project coordination meetings.
4. Hold a project kickoff meeting with the Vineyard City.
5. Attend City planning commission meeting for Conditional Use Permit
6. Hold additional coordination meetings with Vineyard City (3 meetings assumed).

Task 200 - Preliminary Pump Station Design

1. Perform a field survey of the site for control, identification of utilities and existing site features.
2. Perform a site visit to familiarize project team with the site.
3. Review the geotechnical investigation conducted by others and provided to HAL by the City.
4. Prepare a base map of the project site from existing Lidar data and from the site survey information.

5. Conduct existing utilities research with various utility companies, and locate known utilities on the design drawings.
6. Hold a design workshop with City personnel to discuss and develop design criteria for the project.
7. Prepare preliminary hydraulic calculations for the various pumping scenarios and design criteria.
8. Conduct a preliminary transient surge analysis to determine if a surge tank or other surge suppression is required and provide preliminary sizing, if needed.
9. Prepare a preliminary Operations and Control Plan to evaluate operating conditions and recommend procedures for the pump startup and shut downs.
10. Based on the information obtained from the design criteria meeting and the above sub-tasks, prepare preliminary design drawings to a 30-percent level of design.
11. Prepare hydrologic design calculations for storm water to meet Orem City requirements.
12. Meet with City personnel, submit and discuss the preliminary design drawings. Incorporate City comments into design.

Task 300 – Final Pump Station Design

1. Prepare final hydraulic design calculations for the pump station.
2. Prepare pump station design drawings. Design is based on vertical turbine pumps with buried pump cans, masonry structure, and standing seam metal roofing system, skylights for pump removal through the roof, surge tank for suppression of transient surges, split unit AC cooling system, electric unit heaters, a low maintenance native landscaping with low water use irrigation system, rock mulch, asphalt cement pavement, and ornamental iron fencing. The final design will take into consideration City comments and requirements; geotechnical requirements; structural design, electrical design, architectural design, site plan, grading and drainage plan; access restrictions and right-of-way; on-site piping design; etc. Design drawings will be prepared in a 22"x34" sheet size format to facilitate 1/2-sheet size reduction.
3. Prepare final design calculations and sizing for surge tank and controls.
4. Prepare final Operations and Control Plan.
5. Prepare contract documents and technical specifications for pump station construction.
6. Hold design review meetings with City Staff at the 60 & 90% design points. Incorporate City comments into the design. Submit the specifications and drawings to City for review and comment.
7. Finalize documents based on City comments.
8. Prepare the Engineer’s estimate of probable construction cost.
9. Conduct in-house QA/QC reviews.

Task 400 – Coordination with Governing Entities

1. Coordinate with City Planning Department.
2. Assist Vineyard City in preparing Conditional Use permit information for submittal to City. This will include a) Prepare the DRC Application, b) Attend DRC Committee Meeting, c) Prepare site plans, d) Prepare required submittal & make application, e) Respond to City comments, f) Incorporate City comments into

drawings, g) Attend City Planning Commission Meeting, h) Participate in Pre-construction meeting, and i) Prepare SWPPP plan for submittal to City.

3. Submit the finalized documents to the Division of Drinking Water for review and approval. Obtain permit.

Task 400 – Prepare Bid Documents and Assist with Project Bidding

1. Prepare project bidding packages for the tank, including bidding and contract documents, general conditions, technical specifications, and drawings (11x17 size). Provide electronic file documents to prospective bidders.
2. Attend and assist with Pre-Bid meeting.
3. Respond to bidder's questions.
4. Prepare addenda, if necessary.
5. Attend Bid Opening.
6. Evaluate bids, prepare Bid Summary and make recommendation for award.
7. Prepare project manuals (i.e. agreements) and deliver the documents to the Contractor for execution of the agreement.

Task 500 - Services During Construction

We have assumed that the Tank Construction and Pump Station construction will be completed by the same contractor. To reduce engineering costs, we have assumed most of the Services During Construction work is included in the Tank scope of work and budget. Items listed below are addition items required for the Pump Station design team during construction.

1. Pump Station PM to participate in the pre-construction conference.
2. Provide office support to respond to questions from Contractor and to address issues that arise during construction on the pump station, assumed at 2 hours per week for 36 weeks.
3. Provide on-site construction observation included as part of the Tank scope of work and budget.
4. Review contractor submittals and materials testing reports.
5. Attend weekly construction coordination meetings, assumed only 36 weeks required for the pump station.
6. Review and prepare construction change orders.
7. Review and prepare construction payment requests.
8. Assist the City with project closeout requirements, including pump station commissioning and start up, review of the O&M manual provided by the Contractor, applying for an operating permit from the Division of Drinking Water, and reviewing project close-out documents from the Contractor.
9. Prepare record-construction drawings from red-line drawings provided by the Contractor at the completion of the project.
10. Perform a final inspection of the project.

ESTIMATED FEE

We propose a professional "not to exceed" engineering budget of $325,890 to perform the services as outlined in this proposal. The following table summarizes the estimated engineering fee required to accomplish each task.

TASK	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
100	Project Management	$19,770
200	Preliminary Pump Station Design	$73,290
300	Final Pump Station Design	$132,760
400	Coordination with Governing Entities	$16,900
500	Prepare Bid Document and Assist with Project Bidding	$9,860
600	Services During Construction	$73,310
	TOTAL ESTIMATED FEE	**$325,890.00**

Attached is a detailed manpower and cost breakdown by task and subtask. Work will be billed in accordance with the attached fee schedule.

Assumptions included in our fee estimate are as follows:

1. We have assumed documents will be provided to bidders in electronic format.
2. Construction time is assumed at 9 months for the pump station.
3. Construction observation included in Tank scope and budget.
4. Number of construction progress meetings = 36.
5. Number of change orders = 4.
6. We have assumed 10 construction applications for payment.
7. Construction quality control materials testing will be by the Contractor.
8. Construction staking will be by Contractor.
9. A property boundary survey has not been included in project.
10. HAL will provide assistance in obtaining a Conditional Use Permit from the City. Assumed time in assisting with this process is listed in Task 400.
11. Preparation of easements is not included.
12. HAL has assumed drawings per the attached "Drawings/Sheet Count"
13. Other assumptions are as listed in the Comments Column of the attached spreadsheet.
14. The serving utility will be Rocky Mountain Power (RMP). HPE will interface with them for the new service that this project will require.
15. We will provide appropriate I/O to a VCI telemetry RTU as required.
16. We will provide power to the VCI RTU as needed.
17. We anticipate a new 480V, 3-Phase 400 A service from Rocky Mountain Power will be required.
18. Project does not include security cameras.
19. Landscape design is not included.

EXHIBIT T.O. 319.05.200-B

STANDARD FEE SCHEDULE
2020

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional	$194.55/hr
Managing Professional	$169.75/hr
Senior Professional II	$155.85/hr
Senior Professional I	$140.45/hr
Professional III	$135.45/hr
Professional II	$121.60/hr
Professional I	$113.00/hr
Professional Intern	$102.05/hr
Engineering Student Intern	$52.95/hr
Senior Designer	$109.05/hr
Senior Field Technician	$109.05/hr
Field Technician	$88.60/hr
CAD Operator	$88.60/hr
Public Relations Specialist	$135.45/hr
Administrative Assistant	$65.00/hr
Professional Land Surveyor	$125.25/hr
1 Man GPS Surveying Services – PLS	$148.00/hr
Expert Legal Services	$300.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	$46.00 per day
Vehicle	$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	$130.00 per day
Drone Unit	$500.00 per day plus data conversion costs
Data Logger/Transducer	$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE.....1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.

HANSEN ALLEN & LUCE inc ENGINEERS

HAL PROPOSAL SPREADSHEET

CLIENT: ***VINEYARD***
PROJECT: ***PUMP STATION DESIGN***

Pha	Task #	Task Activity	Billing Period	Hours: Principal MEA/GJP	Managing Prof. MMC	Prof II ZSC	Prof I JRB/DRJ	1 Man GPS BD	PI	CAD	Secretary	Total Hours	Labor Costs	Communications /Office Expense	Miles Travel	Direct Expense	Expense Cost	Total HAL Cost	Outside Expense	COMMENT
I	**TASK 100 - PROJECT MANAGEMENT**																			
	101	Project Administration	2		26.4							26.4	$4,342.80	$158.40			158.40	$4,726.26		
	102	Prepare monthly progress summaries	2		6.6							6.6	$1,085.70	$39.60			39.60	$1,181.57		12 Monthly Summaries
	103	In House Project Coordination Meetings	2	8.8	8.8	8.8	8.8			8.8		44	$6,003.80	$264.00			264.00	$6,581.19		8 Meetings during design
	104	Hold Project Kickoff Meeting with Vineyard Citiy	2	2.2	2.2	2.2						6.6	$1,057.43	$39.60	70		85.10	$1,199.66		
	105	Attend City Planning Commission Meeting	2	3.3	3.3							6.6	$1,184.87	$39.60	70		85.10	$1,333.46		
	106	Additional Coordination Meetings with Vineyard City	2	8.8	8.8	8.8						26.4	$4,229.72	$158.40	210		294.90	$4,750.85		Assume 3 additional meetings
	200	Quality Control (QC) / Quality Assurance (QA)	1									0	$0.00	$0.00			0.00	$0.00		
		SUBTOTAL HOURS/UNITS:		23.1	56.1	19.8	8.8	0	0	8.8	0	116.6			350	0				
		SUBTOTAL:		$4,494.11	$9,228.45	$2,407.68	$994.40	$0.00	$0.00	$779.68	$0.00		$17,904.32	$699.60	$227.50	$0.00	$927.10	$19,772.99	$0.00	Outside / Subconsultant Costs
II	**TASK 200 - PRELIMINARY PUMP STATION DESIGN**																			
	201	Perform field survey	2					17.6				17.6	$2,710.40	$105.60	70		151.10	$3,004.58		Includes field work and office prep
	202	Perform site walk thru by design engineer	2		3.3	3.3						6.6	$944.13	$39.60	70		85.10	$1,080.69		
	203	Review geotechnical investigation report	2		1.1	1.1						2.2	$314.71	$13.20			13.20	$344.31		Geotech Investigation provided by Others
	204	Prepare AutoCAD base file of site	2				6.6			13.2		19.8	$1,915.32	$118.80			118.80	$2,135.83		
	205	Conduct Utilities research and add utilities to drawings	2									0	$0.00	$0.00			0.00	$0.00		Included in Tank Task Order
	206	Hold design workshop with City personnel	2	2.2	2.2	2.2						6.6	$1,057.43	$39.60			39.60	$1,151.88		
	207	Prepare preliminary hydraulic calculations and modeling	2	2.2	13.2				26.4			41.8	$5,293.53	$250.80			250.80	$5,821.55		
	208	Conduct transient surge analysis (GJP)	2	35.2	2.2				13.2			50.6	$8,557.12	$303.60			303.60	$9,303.76		
	209	Prepare preliminary Operations and Control Plan	2	2.2	26.4						8.8	37.4	$5,342.81	$224.40			224.40	$5,845.57		
	210	Prepare preliminary design drawings to 30% level	2		19.8	70.4	19.8			125.4		235.4	$25,165.58	$1,412.40			1412.40	$27,906.88		
	211	Prepare Hydrologic design calculations for storm runoff	2		2.2		44.0					46.2	$5,333.90	$277.20			277.20	$5,891.66		
	300	Quality Control (QC) / Quality Assurance (QA)	2	26.4								26.4	$5,136.12	$158.40			158.40	$5,559.25		
		SUBTOTAL HOURS/UNITS:		71.5	86.9	80.3	79.2	17.6	39.6	138.6	8.8	522.5			210	0				
		SUBTOTAL:		$13,910.33	$14,295.05	$9,764.48	$8,949.60	$2,710.40	$4,041.18	$12,279.96	$572.00		$66,523.00	$3,135.00	$136.50	$0.00	$3,271.50	$73,284.22	$0.00	Outside / Subconsultant Costs
III	**TASK 300 - FINAL PUMP STATION DESIGN**																			
	301	Prepare final hydraulic calculations	2		8.8		4.4					13.2	$1,944.80	$79.20			79.20	$2,125.20		
	302	Prepare Pump Station Drawings	2		44.0	158.4	44.0			290.4		536.8	$57,200.88	$3,220.80			3220.80	$63,442.76		
	303	Electrical and Controls Design and Coordination	2		8.8							8.8	$1,447.60	$52.80			52.80	$1,575.42	$22,332.31	Hegerhorst Power Engineering
	304	Landscape Design and Coordination	2		8.8							8.8	$1,447.60	$52.80			52.80	$1,575.42		Lyman Landsape Included in Tank Budget
	305	Structural Design and Coordination	2		8.8							8.8	$1,447.60	$52.80			52.80	$1,575.42	$2,640.00	Condering Engineering
	306	HVAC Design	2		4.4							4.4	$723.80	$26.40			26.40	$787.71	$3,300.00	Bluefield Engineering
	307	Surge Tank Design	2	26.4	2.2					17.6		46.2	$7,057.38	$277.20			277.20	$7,701.31		
	308	Prepare final Operations and Control Plan	2		8.8						8.8	17.6	$2,019.60	$105.60			105.60	$2,231.46		
	309	Final specs and drawings based on City's comments	2		17.6	35.2					26.4	79.2	$8,891.52	$475.20			475.20	$9,835.06		
	310	Attend 60% and 90% Design review meetings with City	2	6.6	6.6	6.6						19.8	$3,172.29	$118.80	140		209.80	$3,551.19		
	311	Prepare Final OPCC	2		8.8		8.8					17.6	$2,442.00	$105.60			105.60	$2,674.98		
	399	Quality Control (QC) / Quality Assurance (QA)	2	35.2								35.2	$6,848.16	$211.20			211.20	$7,412.33		
		SUBTOTAL HOURS/UNITS:		68.2	127.6	200.2	57.2	0	0	308	35.2	796.4			140	0				
		SUBTOTAL:		$13,268.31	$20,990.20	$24,344.32	$6,463.60	$0.00	$0.00	$27,288.80	$2,288.00		$94,643.23	$4,778.40	$91.00	$0.00	$4,869.40	$104,488.26	$28,272.31	Outside / Subconsultant Costs
IV	**TASK 400 - COORDINATION WITH GOVERNING ENTITIES**																			
	401	Coordinate with City Planning Department	2	2.2	2.2							4.4	$789.91	$26.40			26.40	$857.13		
	402	Assist with permit with Vineyard - Conditional Use	2									0	$0.00	$0.00			0.00	$0.00		
	a	Prepare the DRC Application	2		4.4							4.4	$723.80	$26.40			26.40	$787.71		
	b	Attend DRC Committee Meeting	2		3.3	3.3						6.6	$944.13	$39.60	70		85.10	$1,080.69		
	c	Prepare Site Plans	2		2.2	4.4	8.8			26.4		41.8	$4,230.38	$250.80			250.80	$4,705.24		
	d	Send out notices for neighborhood meeting	2				2.2				4.4	6.6	$534.60	$39.60			39.60	$602.91		
	e	Prepare for and conduct neighborhood meeting	2		4.4					8.8		13.2	$1,503.48	$79.20	70		124.70	$1,709.59		
	f	Prepare minutes from neighborhood meeting	2		2.2							2.2	$361.90	$13.20			13.20	$393.86		
	g	Prepare required submittal & make application	2		4.4							4.4	$723.80	$26.40			26.40	$787.71		
	h	Respond to City comments	2		4.4							4.4	$723.80	$26.40			26.40	$787.71		
	i	Incorporate City Comments into drawings	2		2.2	6.6				13.2		22	$2,333.98	$132.00			132.00	$2,589.28		
	j	Attend Vineyard City Planning Commission Meeting	2		3.3							3.3	$542.85	$19.80	70		65.30	$638.56		
	k	Participate in Pre-construction meeting	2		3.3							3.3	$542.85	$19.80	70		65.30	$638.56		
	l	Prepare SWPPP plan for submittal to Vineyard City	2									0	$0.00	$0.00			0.00	$0.00		Included in Tank Task Order
	403	Submit design drawings and specifications to DDW	2		2.2							2.2	$361.90	$13.20			13.20	$393.86		
	499	Quality Control (QC) / Quality Assurance (QA)	2	4.4								4.4	$856.02	$26.40			26.40	$926.54		
		SUBTOTAL HOURS/UNITS:		6.6	38.5	14.3	11	0	0	48.4	4.4	123.2			280	0				
		SUBTOTAL:		$1,284.03	$6,333.25	$1,738.88	$1,243.00	$0.00	$0.00	$4,288.24	$286.00		$15,173.40	$739.20	$182.00	$0.00	$921.20	$16,899.33	$0.00	Outside / Subconsultant Costs

Pha	Task #	Task Activity	Billing Period	Hours: Principal MEA/GJP	Managing Prof. MMC	Prof II ZSC	Prof I JRB/DRJ	1 Man GPS BD	PI	CAD	Secretary	Total Hours	Labor Costs	Communications /Office Expense	Miles Travel	Direct Expense	Expense Cost	Total HAL Cost	Outside Expense	COMMENT
V	**TASK 500 - PREPARE BID DOCUMENTS & ASSIST WITH BIDDING**																			
	501	Prepare Bidding Documents	2								8.8	8.8	$572.00	$52.80			52.80	$656.04		
	502	Prepare PDF's	2				2.2			4.4	4.4	11	$924.44	$66.00			66.00	$1,039.96		
	503	Attend and assist with pre-bid meeting	2		3.3							3.3	$542.85	$19.80	70		65.30	$638.56		
	504	Respond to questions from Bidders	2		8.8							8.8	$1,447.60	$52.80			52.80	$1,575.42	$2,000.00	Conder and HPE
	505	Prepare addenda	2		2.2	6.6						8.8	$1,164.46	$52.80			52.80	$1,278.12		
	506	Attend Bid Opening	2		2.2							2.2	$361.90	$13.20	70		58.70	$441.63		
	507	Evaluate bids and provide recommendation for award	2		1.1							1.1	$180.95	$6.60			6.60	$196.93		
	508	Prepare Project Manuals (Agreements) & deliver to Contr	2		2.2		4.4			4.4	8.8	19.8	$1,820.94	$118.80			118.80	$2,036.73		
	600	Quality Control (QC) / Quality Assurance (QA)	2									0	$0.00	$0.00			0.00	$0.00		
		SUBTOTAL HOURS/UNITS:		0	19.8	6.6	6.6	0	0	8.8	22	63.8			140	0				
		SUBTOTAL:		$0.00	$3,257.10	$802.56	$745.80	$0.00	$0.00	$779.68	$1,430.00		$7,015.14	$382.80	$91.00	$0.00	$473.80	$7,863.39	$2,000.00	Outside / Subconsultant Costs
VI	**TASK 600 - SERVICES DURING CONSTRUCTION**																			
	601	Participate in Pre-construction Meeting	2		3.3							3.3	$542.85	$19.80	70		65.30	$638.56		
	602	Office engineering support during constructon, RFI 's,etc	2		79.2							79.2	$13,028.40	$475.20			475.20	$14,178.78		36 weeks at 2 hrs per week
	603	On-site observation included in Tank scope and budget	2									0	$0.00	$0.00			0.00	$0.00		See tank scope and budget
	604	Review Contractor submittals	2		26.4				52.8			79.2	$9,731.04	$475.20			475.20	$10,716.55	$11,754.60	RC -$5,000, HPE - $2,750
	605	Attend weekly construction coordination meetings	2		99.0							99	$16,285.50	$594.00	2520		2232.00	$19,443.38		36 Weeks of construction meetings
	606	Prepare Change Orders	2		2.2		8.8					11	$1,356.30	$66.00			66.00	$1,493.42		4 Change Orders
	607	Review Pay Estimates	2		15.4							15.4	$2,533.30	$92.40			92.40	$2,756.99		14 pay estimates
	608	Special Inspections	2		11.0							11	$1,809.50	$66.00	280		248.00	$2,160.38		4 additional site visits for clarificaiton of issues
	609	Close-out Responsibilities	2									0	$0.00	$0.00			0.00	$0.00		
	610	Reservoir commissioning and startup	2		8.8							8.8	$1,447.60	$52.80	70		98.30	$1,623.20		
	611	O&M manual review	2		4.4							4.4	$723.80	$26.40			26.40	$787.71	$550.00	HPE
	612	Operating Permit w/ DDW	2		4.4							4.4	$723.80	$26.40			26.40	$787.71		
	700	Quality Control (QC) / Quality Assurance (QA)	1									0	$0.00	$0.00			0.00	$0.00		
		SUBTOTAL HOURS/UNITS:		0	265.1	0	13.2	0	52.8	35.2	0	366.3			3010	0				
		SUBTOTAL:		$0.00	$43,608.95	$0.00	$1,491.60	$0.00	$5,388.24	$3,118.72	$0.00		$53,607.51	$2,197.80	########	$0.00	$4,154.30	$60,649.90	$12,656.60	Outside / Subconsultant Costs
		TOTAL HOURS BY EMPLOYEE:		169.4	594	321.2	176	17.6	92.4	547.8	70.4									

PHASE	TASK	Labor Costs	Direct Exp Cost	Subtotal	Subconsultant Costs	SubTotal
I	**TASK 100 - PROJECT MANAGEMENT**	$17,904.32	$927.10	$19,772.99	$0.00	$19,772.99
II	**TASK 200 - PRELIMINARY PUMP STATION DESIGN**	$66,523.00	$3,271.50	$73,284.22	$0.00	$73,284.22
III	**TASK 300 - FINAL PUMP STATION DESIGN**	$94,643.23	$4,869.40	$104,488.26	$28,272.31	$132,760.57
IV	**TASK 400 - COORDINATION WITH GOVERNING ENTITIES**	$15,173.40	$921.20	$16,899.33	$0.00	$16,899.33
V	**TASK 500 - PREPARE BID DOCUMENTS & ASSIST WITH BIDD**	$7,015.14	$473.80	$7,863.39	$2,000.00	$9,863.39
VI	**TASK 600 - SERVICES DURING CONSTRUCTION**	$53,607.51	$4,154.30	$60,649.90	$12,656.60	$73,306.50
	TOTAL:	$254,866.59	$14,617.30	$282,958.08	$42,928.91	$325,886.99

DRAWINGS / SHEET COUNT

CLIENT: ***VINEYARD***
PROJECT: ***PUMP STATION DESIGN***

Sheet #		Sheet Description	Principal	Managing Prof.	Prof II	1 Man GPS	PEI	Prof I	Design/Field Tech	CAD	Secretary	Total
1	G-1	Cover Sheet with Site Locator		0.50	1.00					4.00		5.5
2	G-2	Drawing Index		0.50	1.00					8.00		9.5
3	G-3	General Notes and Legend		0.50	0.50					6.00		7.0
4	A-1	Building Elevations		2.00	8.00					16.00		
5	A-2	Architectural Schedules		2.00	8.00					16.00		
6	A-3	Architectural Details		2.00	8.00					16.00		
7	C-1	Site Plan Grading		2.00	8.00	24.00				12.00		46.0
8	C-2	Site Plan Utilities		2.00	8.00	16.00				12.00		38.0
9	C-3	Site Drainage Plan		2.00	8.00	16.00				12.00		38.0
10	C-4	Inlet Pipe P&P		2.00	16.00					8.00		26.0
11	C-5	Outlet Pipe P&P		2.00	16.00					8.00		26.0
12	C-6	Drain Pipe P&P		2.00	16.00					8.00		26.0
13	C-7	Pump Station Plan		4.00	16.00					24.00		44.0
14	C-8	Piping Schedule		4.00	8.00					12.00		24.0
15	C-8	Pump Station Sections		4.00	8.00					24.00		36.0
16	C-9	Pump Station Sections		4.00	8.00					24.00		36.0
17	C-10	Pump Details		4.00	8.00					16.00		28.0
18	C-11	Pipeline Details		2.00	8.00					12.00		22.0
19	C-12	Miscellaneous Details -1		2.00	8.00					12.00		22.0
20	C-13	Miscellaneous Details -2		2.00	8.00					12.00		22.0
21	C-14	Surge Tank Details		2.00	8.00					16.00		26.0
22	S-1	Structural Notes		1.00	4.00	by RC				8.00		13.0
23	S-2	Foundation Plan		1.00	2.00	by RC				12.00		15.0
24	S-3	Wall Plan		1.00	2.00	by RC				12.00		15.0
25	S-4	Roof Plan		1.00	2.00	by RC				12.00		15.0
26	S-5	Sections		1.00	2.00	by RC				12.00		15.0
27	S-6	Masonary Details		1.00	2.00	by RC				8.00		11.0
28	S-7	Roof Details		1.00	2.00	by RC				8.00		11.0
29	S-8	Pump Support Details		1.00	2.00	by RC				8.00		11.0
30	S-9	Surge Tank Details		1.00	2.00	by RC				12.00		15.0
31	S-10	Misc Details		1.00	2.00					8.00		11.0
32												0.0
33												0.0
34	E-1	Electrical			0.50							0.5
36	E-3	Electrical			0.50							0.5
37	E-4	Electrical			0.50							0.5
38	E-5	Electrical			0.50							0.5
39	E-6	Electrical			0.50							0.5
40	E-7	Electrical			0.50							0.5
41	E-8	Electrical			0.50							0.5
42	E-9	Electrical			0.50							0.5
43	E-10	Electrical			0.50							0.5
44	H1	HVAC Plan and Schedules										0.0
		TOTALS:	**0.0**	**57.5**	**205.5**	**56.0**	**0.0**	**0.0**	**0.0**	**378.0**	**0.0**	**619.0**
				17.25	61.65	16.8				113.4		
				40.25	143.85	39.2				264.6		

DRAWINGS / SHEET COUNT

0 ***Vineyard City***
0 ***Pump Station SWPPP Drawings***

Sheet #		Sheet Description	Principal	Managing Prof.	Prof II	1 Man GPS	PEI	Prof I	Design/Field Tech	CAD	Secretary	Total
1	G-1	Cover Sheet	0.25		0.50					2.00		2.8
2	G-2	Site Plan	0.25		0.50					4.00		4.8
3	G-3	Construction BMP Details.	0.25		0.50					4.00		4.8
		TOTALS:	**0.8**	**0.0**	**1.5**	**0.0**	**0.0**	**0.0**	**0.0**	**10.0**	**0.0**	**12.3**

TASK ORDER NO. 319.05.300
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: Vineyard City
Effective Date of Agreement: October 31, 2017

THIS TASK ORDER NO. 319.05.300 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 23th day of November, 2020, by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Vineyard City Pipelines and Meter Station Designs

   The PROJECT SITE is located as follows: Various Locations in the City (See Attached Figure entitled "Proposed Phase 1 Pipes Appendix A")

2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 319.05.300-A.

3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on a time and materials basis with a Not-to-Exceed amount of $323,623.00 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 319.05.300-B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.

4. SCHEDULE. SERVICES associated with this TASK ORDER will be completed within by the end of June 2021 for Design, then 5-month bidding and construction period following written authorization from the CLIENT to HAL to proceed.

5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.

6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, CLIENT and HAL have executed this TASK ORDER as of the date first above written.

CLIENT: VINEYARD CITY	HANSEN, ALLEN & LUCE, INC.
By:	By: Warren E. Allen
Its:	Its: President
Attest:	Attest: Lyle G Allen
Its:	Its: Vice President

EXHIBIT T.O. 319.05.200-A

SCOPE OF SERVICES

Summarized below are the project understanding, scope of work, and fee estimate.

PROJECT UNDERSTANDING

Vineyard currently receives all drinking water from Orem City and Central Utah Water Conservancy District (CUWCD) wholesale connections. Vineyard currently only has 0.5 MG of storage capacity for its drinking water system, with an agreement with CUWCD to provide 4 MG of storage through April 2021. Post April 2021, CUWCD is contracted to continue to provide 2.0 MG of capacity in its system. Vineyard must develop its own drinking water storage capacity to cover the deficit, which is projected to be 6 to 8 MG. Vineyard, has decided to locate the tank on the Vineyard Public Works property located at about 2100 West 1600 North in Vineyard. This location will require that water from the tank be pumped into the system via a booster pump station to provide the required pressures for the City's potable water system and for fire flows. This will also require additional and enlarged transmission pipelines from the tank location into the City Water System.

The City has requested that HA&L assist the City in providing design services and services during construction for the new tank, pump station, and pipelines. HAL is partnering with JUB Engineering to perform the work associated with the design of the pipelines and meter stations that will connect to the CUWCD wholesale supply system. HAL will perform the design for the tank and pump station, and JUB will perform the design for the pipelines and meter stations. HAL will coordinate the work by JUB. This Task Order applies to work associated with the pipelines and meter vaults only. The tank and pump station are addressed in separate task orders.

Work includes 1200 feet of 30-inch diameter pipeline, 4,000 feet of 24-inch pipeline, 2,500 feet of 20-inch pipeline, 12,000 feet of 18-inch pipeline, and three, meter stations. The pipelines and meter stations are illustrated on the attached figure, entitled "Proposed Phase 1 Pipes, Appendix A."

SCOPE OF WORK

The suggested scope of work by JUB for assisting the City in accomplishing this project is attached as Attachment 1.

ESTIMATED FEE

We propose a professional "not to exceed" engineering budget of $323,623 to perform the services as outlined in this proposal. The following table summarizes the estimated engineering fee required to accomplish each task.

TASK	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
100	Project Management by HAL	$38,000
200	Project Management, Preliminary Pipeline Design, and 60% Design JUB	$130,586
300	Final Pipeline Design and Complete Bidding Documents	$70,293
500	Bidding Support Services	$6,308
600	Services During Construction & Reimbursable Expenses	$78,436
	TOTAL ESTIMATED FEE	**$323,623.00**

Included in Attachment 1 is a detailed manpower and cost breakdown by task and subtask, as well as assumptions included in our fee estimate.

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Vineyard City Phase 1 Water Transmission Pipeline

CLIENT: Hansen, Allen & Luce (HAL) / Vineyard

J-U-B PROJECT NUMBER: 50-20-059

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/20/2020; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Vineyard City plans to construct a new 6 MG water storage tank within the City. A water transmission pipeline connecting three Central Utah Water Conservancy District (CUWCD) meter stations is required to provide water to the proposed storage facility within Vineyard City. HAL will provide the professional services necessary for the design for the water storage tank and pumping facility, and J-U-B will provide professional services necessary for the design, bidding and construction of Phase 1 of the proposed water transmission pipeline. The proposed pipeline is planned to be of various pipe diameters as shown on Exhibit 1-A. The preferred alignment has already been agreed upon and J-U-B's tasks, assumptions and deliverables are listed below.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task A: Project Management and Progress Meetings

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Schedule and conduct a design kickoff meeting and site visit. Document meeting minutes and distribute them to the project team.
3. Conduct project planning and risk assessment.
4. Coordinate quality assurance / quality control (QA/QC) processes.
5. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
6. Communicate and coordinate subconsultant activities under J-U-B.
7. Regularly monitor project status, budget and schedule.
8. Participate in 2 design review meetings at 60% and 90%.
9. Provide a monthly invoice including budget status and schedule.
10. Provide ongoing document handling and filing.
11. Conduct internal reviews of deliverables and at appropriate phases for quality control and assurance.

B. Task B: Evaluation of Alignments and Preliminary Engineering

For this task, J-U-B will:

1. Research existing utilities and collect mapping of existing utilities in the preferred pipeline alignment. Conduct preliminary utility investigations and obtain design blue stake information.
2. Coordinate with permittees (CUWCD, UDOT, UTA, UPPR) on concept level design concerns.
3. Review existing geotechnical investigation report at various locations on the preferred alignment.
4. Conduct topographic survey and utility locations of preferred alignment.
    a. This scope includes topographic survey up to 25 feet either side of the proposed water line alignment determined previously, and within the public right-of-way.
5. Develop topographic base map and surface of preferred alignment.
6. Identify gaps in existing utility data.
7. Prepare preliminary plan and profile drawings of proposed piping.
8. Map corridor utilities and identify conflicts. Recommend utility conflict resolution and potential utility relocates. Coordination with utilities for request to relocate.
9. Complete a subsurface utility investigation of preferred alignment at up to 24 locations completed by Utility Mapping Services (UMS).
10. Add located corridor utility data to base mapping and identify additional conflicts. Resolve apparent conflicts as stated previously.
11. Complete 60% level design drawings, including plan and profile drawings, and preliminary design of three connections to CUWCD water supply.
12. Prepare technical memorandum summarizing findings and design decisions.
13. Prepare a preliminary engineer's estimate of probable construction costs.
14. Prepare a Table of Contents for Technical Specifications.
15. Submit to Vineyard and HAL for 60% review and comment.

Assumptions:

a) UMS will perform a subsurface investigation of existing utilities (at up to 24 locations) will be performed on the preferred alignment.
b) Geotechnical investigation was completed previously by RB&G Engineering.
c) Vineyard will coordinate with affected property owners.
d) 2 rail crossings are anticipated across UTA and UPRR.
e) 1 of the 3 metered connections to CUWCD that are part of this project is existing and may require modifications.
f) Meter connections will include a concrete vault, flowmeter, valves and appurtenances, system controls, and an RTU panel for SCADA interface.

Deliverables:

1. 60% complete design plan and profile drawings.
2. Preliminary design for new and modified metered connections to CUWCD.
3. Table of Contents for technical specifications.
4. Preliminary Opinion of Probable Cost for alignments.

C. Task C: Final Design and Complete Bidding Documents

For this task, J-U-B will:

1. Incorporate comments from 60% review with City and HAL.
2. Complete final design plan and profile drawings of transmission pipeline.
3. Complete detailed design of three metered connections to CUWCD.
4. Share most recent design information with CUWCD, UDOT, UTA and UPRR.
5. Prepare Right-of-Way and up to 6 easement descriptions as required by the alignment.
6. Prepare technical specifications and front-end bidding documents.
7. Structural engineering design and analysis of structures.
8. Complete final design details, including metered connections to CUWCD.
9. Prepare and submit agency (CUWCD, UDOT, UTA and UPRR) packages and request permit approval.
10. Prepare 90% design documents for review with City and HAL.

11. Address final comments and finalize bidding documents.
12. Submit for plan review approval from Utah Division of Drinking Water (DDW).
13. Prepare final engineer's estimate of probable construction costs.

Assumptions:

1. Prepare ROW and Easement documents (up to 6) necessary for the proposed alignment.
2. Vineyard City will coordinate with individual property owners. J-U-B can provide a supplemental scope of work to assist with coordination.
3. Hansen, Allen & Luce (HAL) will provide water tank overflow elevation.
4. HPE will provide electrical engineering (power and controls) services for the metered connections with CUWCD.
5. J-U-B will coordinate necessary permit approvals.

Deliverables:

1. Approval packages for permitting agencies
2. 90% Design Drawings and Technical Specifications
3. 90% Engineer's Opinion of Probable Construction Cost
4. Complete Bidding Documents (front-end documents, technical specifications, and design drawings).

D. Task D: Bidding Support Services

For this task, J-U-B will:

1. Prepare notice inviting bids as part of the bidding documents.
2. Submit bidding documents to the City.
3. Prepare for and conduct pre-bid meeting.
4. Respond to bidder's questions and prepare addenda as necessary.
5. Attend bid opening.
6. Review bids for completeness, prepare bid tabulation and make recommendation for award.
7. Prepare (3) original sets of contract documents.

Assumptions:

1. Bidding will be a traditional open bidding process.

Deliverables:

1. Pre-Bid meeting agenda.
2. Bidding Documents
3. Addenda
4. Bid tabulation and recommendation for award
5. (3) original sets of contract documents

E. Task E: Construction Administration Services

For this task, J-U-B will:

1. Prepare and conduct a pre-construction meeting with the awarded Contractor.
2. Review Contractor provided submittals.
3. Respond to requests for information.
4. Review Change Order requests.
5. Review and recommend applications for payment from Contractor.
6. Conduct bi-weekly construction progress meetings.
7. Provide Resident Project Representative for construction observation, prepare progress reports and record keeping.
8. Substantial completion review.
9. Prepare record drawings from Contractor redlined documents.
10. Submit request for operating permit from DDW.

Assumptions:

1. 16 weeks of active construction.
2. 10 bi-weekly construction progress meetings. J-U-B will provide bi-weekly report updates.
3. Resident Project Representative onsite for 14 hours per week during active construction.

Deliverables:

1. Pre-Construction Agenda
2. Record Drawings
3. Construction reports including photographic documentation.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Topographic and monument survey of proposed water storage tank site
2. Design of proposed new water storage tank and appurtenant facilities.

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Additional construction administration services.
2. Additional optimization and analysis of alignment.
3. Hydraulic transient analysis and mitigation through design alternatives.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
   a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
   b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
   c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control, including impacts from the COVID-19 pandemic and related business restrictions.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
A	Project Management	Time and Materials (Estimated Amount Shown)	$9,896.	Concurrent with work progress
B	Preliminary Engineering, Permitting and 60% Design	Time and Materials (Estimated Amount Shown)	$120,690.	Draft for CLIENT review 4 months after executed contract, notice to proceed, and receipt of all required data
C	Final Design and Complete Bidding Documents	Time and Materials (Estimated Amount Shown)	$70,293.	Draft for CLIENT review 6 - 8 months after executed contract, notice to proceed, and receipt of all required data
D	Bidding Support Services	Time and Materials (Estimated Amount Shown)	$6,308.	Concurrent with work progress
E	Construction Administration Services	Time and Materials (Estimate Amount Shown)	$75,836.	Concurrent with work progress
F	Reimbursable Expenses	Time and Materials (Estimate Amount Shown)	$2,600.	Concurrent with work progress
		Total:	**$285,623.**	

The above fees were developed from the Work Plan attached as Exhibit 1-B.

NOTE on Coronavirus and Schedule: ***J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.***

Exhibit(s):

- Exhibit 1-A: Conceptual Alignment of Phase 1 Water Transmission Pipeline
- Exhibit 1-B: Work Plan
- Exhibit 1-C: [proposals from UMS and HPE dated November 19, 2020]

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S)**:**

1. Water Supply/Treatment/Distribution (W03)
2. Municipal/Utility Engineering (203)

Approximate pipe lengths:
30-inch: 1200 ft
24-inch: 4000 ft
20-inch: 2500 ft
18-inch: 12000 ft

Lindon (emergency)

CUWCD direct tank feed

1600 N

CUWCD north zone supply

Lindon (emergency)

1600 N

Replace existing 12" Pipe in 800 N and Vineyard Connector

CUWCD west connection

800 N

CUWCD 800 N connection

800 N

Mill Rd

400 N

400 N

Main St

Center St

Holdaway Rd

Orem (emergency)

Center St

400 S

Orem (emergency)

Orem (emergency)

400 S

N

0 1,500 3,000 6,000 Feet

Legend

PRV

Tank

Sources

CUWCD

Lindon

Orem

Existing Pipes

Pipe Diameter

18-inch

20-inch

24-inch

30-inch

North Pressure Zone

Railroads

Date: 11/16/2020
Document Path: H:\Projects\319 - Vineyard\04.100 Drinking Water Master Plan\GIS\Working\Phase 1 - 800N and West conn_2020_11_16.mxd

HANSEN ALLEN & LUCE INC ENGINEERS

VINEYARD DRINKING WATER MASTER PLAN

PROPOSED PHASE 1 PIPES

APPENDIX
A

Exhibit 1-B

Client: **Vineyard City - Hansen, Allen & Luce, Inc.**
Project: **Phase 1 Water Transmission Piping**
Project No.:
Date: **November 20, 2020**

Task #	*Staff ID #*	*Total Hrs*	*Total $*
Task No.	**Description**	Total (hrs)	Total ($)
A	**Project Management and Progress Meetings**		
A-1	Project Kickoff Meeting and Project Setup	14	$ 2,526.00
A-2	60% Design Review Meeting	8	$ 1,360.00
A-3	90% Design Review meeting	8	$ 1,360.00
A-4	Budget and Schedule Monitoring	8	$ 1,656.00
A-5	Quality Control/Quality Assurance Process Oversite	6	$ 1,262.00
A-6	Monthly Client Update Reports / Invoicing	11	$ 1,732.00
		0	$ -
		0	$ -
	Subtotal (hrs)	55	
	Subtotal		$ 9,896.00
B	**Preliminary Engineering, Permitting and 60% Design**		
B-1	Utility mapping research of preferred alignment	26	$ 2,849.68
B-2	Review previous geotechnical investigation reports	8	$ 1,332.00
B-3	Conduct topographic survey of preferred alignment	74	$ 8,370.00
B-4	Coordinate with permittes (CUWCD, UDOT, UTA and UPPR) on concept level design concerns	14	$ 2,452.00
B-5	Develop topographic base map and surface of preferred alignment	21	$ 3,637.00
B-6	Identify gaps in existing utility data	6	$ 1,026.00
B-7	Prepare preliminary plan and profile sheets using base map and include mapped existing utilities	20	$ 3,060.00
B-8	Map corridor utilities and identify conflicts. Recommend required utility conflict resolution and potential utility relocates. Coordination with utilities for request to relocate.	38	$ 4,067.52
B-9	Subsurface investigations - potholing	18	$ 65,190.00
B-10	Incorporate results from subsurface investigation - follow up with permitting agencies	26	$ 3,395.84
B-11	Complete 60% level design drawings, including plan and profile drawings, and preliminary design of three connections to CUWCD	127	$ 16,118.76
B-12	Prepare design technical memorandum summarizing design decisions	8	$ 1,332.00
B-13	Prepare a preliminary engineer's estimate of probable construction costs - internal review	32	$ 5,555.36
B-14	Prepare a Table of Contents for Technical Specifications	10	$ 1,638.00
B-15	Submit to Vineyard for review and comment	4	$ 666.00
		0	$ -
	Subtotal (hrs)	432	
	Subtotal		$ 120,690.16
C	**Final Design and Complete Bidding Documents**		
C-1	Incorporate comments from 60% review with City	23	$ 3,398.04
C-2	Complete final design plan and profile drawings of transmission pipeline	80	$ 8,903.52
C-3	Complete design of (3) metered connections to CUWCD	44	$ 14,566.76

Task #	Staff ID #	Total Hrs	Total $
C-4	Share most recent design information and request permit approval from CUWCD, UDOT, UTA and UPRR	32	$ 5,192.00
C-5	Prepare ROW and easement descriptions as required	45	$ 7,499.00
C-5	Prepare technical specifications and front-end bidding documents	18	$ 2,862.00
C-6	Structural engineering design and analysis	15	$ 2,349.00
C-7	Prepare final design details	57	$ 6,900.76
C-8	Prepare and submit agency (CUWCD, UDOT, UTA and UPRR) packages.	34	$ 4,606.76
C-9	Prepare 90% design review documents for review with City and submit	40	$ 6,403.04
C-10	Address final comments and finalize bidding documents	36	$ 5,220.36
C-11	Submit for plan review approval from DDW	4	$ 666.00
C-12	Prepare final engineer's estimate of probable construction costs	10	$ 1,726.00
			$ -
	Subtotal (hrs)	438	
	Subtotal		$ 70,293.24
D	**Bidding Support Services**		
D-1	Prepare for and conduct a Pre-Bid meeting with approved Bidders	7	$ 1,233.00
D-2	Respond to questions and issue addenda as necessary	6	$ 1,026.00
D-3	Participate in bid opening	1	$ 207.00
D-4	Review submitted bids and prepare a bid tabulation	3	$ 513.00
D-5	Recommend award of construction to the most responsive bidder	7	$ 1,223.00
D-6	Prepare (3) original sets of contract documents	14	$ 2,106.00
			$ -
			$ -
	Subtotal (hrs)	38	
	Subtotal		$ 6,308.00
E	**Construction Administration Services**		
E-1	Prepare for and conduct a Pre-Construction meeting with Contractor	7	$ 1,233.00
E-2	Review Contractor submittals	8	$ 2,082.00
E-3	Respond to Requests for Information (RFI)	10	$ 2,246.00
E-4	Review Change Order Requests	6	$ 1,026.00
E-5	Review and Recommend Applications for Payment from Contractor	16	$ 2,664.00
E-6	Conduct bi-weekly construction progress meetings	46	$ 8,592.00
E-7	Construction observation and prepare progress reports	284	$ 49,902.00
E-8	Substantial completion review	16	$ 3,202.00
E-9	Prepare record drawings from Contractor redlined documents	24	$ 4,015.72
E-10	Submit for operating permit from DDW	5	$ 873.00
		0	$ -
	Subtotal (hrs)	422	
	Subtotal		$ 75,835.72
Exp	**Expenses**		
Exp-1	Mileage	0	$ 1,600.00
Exp-2	Production Costs	0	$ 600.00
Exp-3	Misc Fees and other expenses	0	$ 400.00
		0	$ -
	Subtotal (hrs)	0	
	Subtotal		$ 2,600.00
	Total (hrs)	1,385	
	Total		$ 285,623.0

Hegerhorst
Power
Engineering, Inc.

708 East 50 South
American Fork, Utah 84003

Telephone: (801) 642-2051
Fax: (801) 642-2154

November 19, 2020

Attn: Delmas Johnson
J-U-B ENGINEERING
240 West Center St., #2004
Orem, UT 84097-6322

Subject: Electrical Engineering Proposal
RE: Vineyard City Metering Stations

Hegerhorst Power Engineering (HPE) Company is providing this proposal to JUB Engineering, Inc (JUB) for electrical engineering services related to specifying, designing and preparing construction drawings for three Vineyard City (VCI) Metering Vaults.

BASIS:

For the project, this proposal is based on an email from JUB.

ASSUMPTIONS:

This proposal is also based on the following assumptions:

Technical Assumptions:

1) The metering vaults will have a Vineyard City and a Central Utah Water Conservancy District (CUWCD) RTU.
2) All vaults will include AC power, lighting, exhaust fan controlled by a time switch, floor flood switch(es) and power outlet. The vaults will be configured to CUWCD's standard vault design as far as practical.
3) Metering vaults may include electric operated valve actuators, with remote control/monitoring by a VCI.

Administrative Assumptions:

1) If permitted, project coordination meetings will be held at VCI's offices. If not, coordination meetings will be virtual.
2) The project will be done on AutoCAD v. 2018 or newer release.
3) That the drawings we prepare will be on JUB title block, similar to previous CUWCD projects.
4) The drawings will be published as 11x17 format. HPE will print the final copy in our office. The final drawings will be stamped and signed by a Utah Professional Engineer. Drawings will be electronically delivered to JUB.
5) HPE will prepare our drawings using drafting standards previously used on JUB's projects.
6) HPE will publish an Electrical (Division 26, six digit numbering system) specification sections typically provided on recent JUB projects. For publishing HPE will provide JUB .docx files. JUB will be responsible to provide to HPE, ASAP:

- header and footer information
- project font
- project pitch
- margins, etc.

so our edited files will match your specifications.

7) JUB shall provide to HPE, a Table of Contents of the General and Technical specification sections prepared by JUB. HPE will then coordinate specification references as required to JUB's sections.

SCOPE OF WORK:

ADMINISTRATIVE ACTIVITIES

1) HPE has included time to participate in the project Kickoff meeting, as needed.
2) HPE has included time to participate in one review meetings with CUWCD, as requested.
3) HPE will provide progress drawings to JUB via e-mail as requested.
4) Phone calls for coordination purposes are also anticipated.
5) HPE has included time to incorporate comments from CUWCD and JUB as needed.
6) HPE has included in-house reviews and team coordination meetings as necessary.

ELECTRICAL/INSTRUMENTATION DESIGN ACTIVITIES

1) Based on the anticipated electrical loads, HPE will prepare new RMP Service forms for the electrical service to the vaults. It is anticipated all vaults will be serviced by Rocky Mountain Power.
2) HPE will include RMP load sheet on the electrical drawings.
3) HPE will include on electrical site plans, a proposed location for the utility metering equipment and as required, a location for a CUWCD SCADA RTU.
4) HPE will include sizing the wire/conduit to all the electrical and instrumentation/control loads as required.
5) HPE will include instrumentation and controls as required.
   - Valve actuators (as required).
   - Flow Metering (as required).
   - Vault floor high water switch.
   - Ventilation fan electrical controls.
6) HPE will provide support and answer questions to bidders. We will also assist as requested to evaluate bidders.

DELIVERABLES

1) HPE will deliver via e-mail to JUB, electronic copies of electrical specifications as .pdf files. We are anticipating JUB to electronically publish the bidding documents.
2) HPE will deliver to JUB, 11x17-inch .pdf files of the drawings. The drawings will be stamped and signed by a Utah Professional Engineer.

SERVICES DURING CONSTRUCTION

Attn: Delmas Johnson
JUB ENGINEERS, INC.
Electrical Engineering Fee Proposal
Vineyard Metering Vaults

HPE has included time for the following construction tasks:

1) Supporting a pre-construction meeting as requested.
2) Providing submittal review as requested.
3) Responding to contractor electrical questions.
4) Providing a final site inspection for each vault.
5) As-build drawings (as needed).
6) Review final O&M Manual submittal (as requested).

EXCLUDED WORK

The following items are not included in this proposal. Should these be required, HPE will respond as requested and negotiate additional fees appropriate to the work.

1) Although the project will be designed to interface with a CUWCD RTU, HPE is not anticipating detailing the wiring diagrams or assembly for the SCADA RTU's. HPE anticipates that the detail RTU design will be by either CUWCD or Vineyard's SCADA Contractor.
2) Preparation of detailed electrical construction cost estimates. (Some Owners have requested a detail construction cost estimate. HPE can do this, but typically will require a slight fee adjustment.)
3) Preparation of any bills of material. (Some projects Owners have requested that HPE prepare detailed Bills of Materials to ensure equity in bidding and quality control during construction.) The time to prepare these are not included in this proposal.
4) Obtaining any permits for construction activities.
5) Printing or re-producing electrical drawings or specifications, except as noted.

FEE SCHEDULE

Refer to attached schedule for a breakdown of tasks and hours.

Design:

$1,330.00	Administrative
$1,600.00	Engineering
$4,340.00	Document Preparation
$616.50	Expenses
$7,526.00	**Total Electrical Fee**

Design services are anticipated to be hourly, not-to-exceed.

Construction Services:

$1,380.00	Administrative
$800.00	Engineering
$320.00	Document Preparation
$148.00	Expenses
$2,648.00	**Total Electrical Fee**

Attn: Delmas Johnson
JUB ENGINEERS, INC.
Electrical Engineering Fee Proposal
Vineyard Metering Vaults

Construction Services are anticipated to be hourly.

INSURANCE

HPE will provide Professional Errors and Omissions insurance, with a maximum limit of $2,000,000 limit on coverage. HPE will also provide appropriate Workers Compensation Insurance as required by the State of Utah.

OUT OF SCOPE BILLING RATES

Any work and expenses which are beyond the scope of work described in this proposal which is requested and approved by JUB will be performed on an hourly basis.

EFFECTIVE DATE

This proposal will remain effective until the close of business, 5:00 p.m., prevailing local time, on November 27, 2020.

Should you have any questions or desire any additional information, please feel free to contact me.

Sincerely,

HEGERHORST POWER ENGINEERING, INC.

Keith B. Hegerhorst, P.E.
President

\\HPESERVER-PC\HPE_Projects\20.000\JUB Engineers\Vineyard Meter Stations\proposal.wpd

Attn: Delmas Johnson
JUB ENGINEERS, INC.
Electrical Engineering Fee Proposal
Vineyard Metering Vaults

Hourly Labor Rates

Professional Engineer	$160.00
Design Engineer I	$130.00
Draftsperson	$80.00
Secretary	$50.00

Notes:
1. The above rates include salary, payroll burdens, and other overheads.
2. For travel, charges begin when employees leaves home base and terminated upon return thereto.
3. The hourly labor rates as shown above apply to straight time, i.e. forty hours per week, only. Overtime, if required and authorized by JUB, or their authorized representative, will be charged at the hourly labor rate as shown above times a factor of 1.50.
4. The above hourly rates include all reimbursable items except as follows: (I) mileage, which shall be charged at the rate of $0.54 per mile, and/or (ii) all outside services which shall be billed at invoice cost times a factor of 1.00 and/or (iii) out-of-town travel and associated expenses which shall be billed at cost times a factor of 1.00.
5. The above rates apply for the time a respective individual is serving in the capacity shown.
6. Outside services include consultants, reproduction, supplies, per diem, and the such.

Vineyard Metering Vaults									
			hours						
			KH	EE	draft	sec	mileage	cost		
Design Phase - Administrative Tasks:			$160.00	$130.00	$80.00	$50.00	$0.58			
Meetings:										
	Site Visit (4 sites)		0.00					$0.00		
		travel time to/from site	0.00				75	$0.00		
		meeting notes	0.00					$0.00		
	Project Kickoff Meeting		0.00					$0.00		
		travel time to/from meeting	0.00				75	$0.00		
		meeting notes	0.00					$0.00		
	60% Design Review Meeting		0.00					$0.00		
		travel time to/from meeting	0.00				75	$0.00		
		meeting notes	0.00					$0.00		
	90% Design Review Meeting		2.00					$320.00		
		travel time to/from meeting	0.00				75	$0.00		
		meeting notes	1.00					$160.00		
	in-house coordination meetings		1.00		1.00			$240.00		
	correspondence (e-mail, phone calls, etc.)		2.00					$320.00		
	Engineering Review		1.00					$160.00		
	Accounting/Billing Review:		0.50			1.00		$130.00		
		Subtotal:	7.50	0.00	1.00	1.00	300	$1,330.00		
		Expenses ($8/hr)	$60.00		$8.00	$8.00	$174.00	$250.00		
					Design Phase - Administrative Tasks:			Subtotal		$1,330.00
Design Phase - Engineering Tasks:										
	Electrical power tasks									
		Power One-Line Daigram	0.50					$80.00		
		research equipment dimensions for plans	1.00					$160.00		
	Electrical Utility Tasks									
		voltage drop caclulations	0.00					$0.00		
		AIC calculations	0.00					$0.00		
		Preliminary Utility Load Sheet	0.50					$80.00		
		Final Utility Load Sheet	0.50					$80.00		
	Electrical Schedules									
		Service/Panelboard	1.00					$160.00		
		ventilation Equipment Schedule	0.50					$80.00		
		Equipment Schedule	0.75					$120.00		
		RTU I/O List	1.00					$160.00		
		Lighting fixture schedule	0.50					$80.00		
		Project Tag List	1.00					$160.00		
	Lighting									
		Photometric analysis	0.00					$0.00		
	Instrumentation									
		Coord w/C. Engineer	0.00					$0.00		
		Instrument selection & coordination	0.50					$80.00		
		Subtotal:	7.75	0.00	0.00	0.00	0.00	$1,240.00		
		Expenses ($8/hr)	$62.00		$0.00	$0.00	$0.00	$62.00		
					Design Phase - Engineering Tasks:			Subtotal		$1,240.00
Design Phase - Preparation of Drawings/Specs:										
	Project cad drawings setup				1.75			$140.00		
	Rcv & cleanup project plans from Client (8 sites)				2.00			$160.00		
	Electrical Legend, Abbrev., & Notes				0.25			$20.00		
	Common Electrical Diagrams									
		Power One-Line (typical)	1.00		1.50			$280.00		
		I&C One-Line (typical)	1.00		1.50			$280.00		
	Electrical Schedules							$0.00		
		tag list	0.50		0.50			$120.00		
	Electrical Plans									

		Site Plans (3 sites)	2.00		3.00			$560.00		
		Power Plan (3 sites)	1.50		2.00			$400.00		
		I&C Plan (3 sites)	1.50		2.00			$400.00		
		Lighting Plan (3 sites)	0.75		1.00			$200.00		
	Electrical details		1.50		2.00			$400.00		
	90% Plan Review Comments (10%)		0.98		1.75			$296.00		
	60% Plan Review Comments (15%)		1.46		2.63			$444.00		
	Specifications		4.00					$640.00		
		Control narratives								
		Subtotal:	16.19		21.88	0.00	0.00	$4,340.00		
		Expenses ($8/hr)	$129.50		$175.00	$0.00	$0.00	$304.50		
				Design Phase - Preparation of Drawings/Specs:				Subtotal	$4,340.00	
Construction Phase - Administrative										
	Construction Kick-off Meeting							$0.00		
		travel time to/from meeting	0.00					$0.00		
		meeting notes	0.00					$0.00		
	Periodic Site Visit(s) Qty: 1		0.00					$0.00		
		travel time to/from meeting	0.00					$0.00		
		Prepare Inspection Report	0.00					$0.00		
	Final Inspection & punch list		4.00					$640.00		
		travel time to/from site	1.00				30	$160.00		
		Prepare punch list						$0.00		
	Coordinate w/Project Manager		1.00					$160.00		
	correspondence (e-mail, phone calls, etc.)		1.50					$240.00		
	Accounting/Billing Review:		0.50			2.00		$180.00		
		Subtotal:	8.00	0.00	0.00	2.00	30	Subtotal:	$1,380.00	
Construction Phase - Engineeirng										
	Submittal reviews		3.00					$480.00		
	RFI responses		1.00					$160.00		
	Review Change Orders		1.00					$160.00		
		Subtotal:	5.00	0.00	0.00	0.00	0	Subtotal:	$800.00	
Construction Phase - Drawings										
	As-Build drawing revisions		0.50	0.00	3.00			$320.00		
		Subtotal:	0.50	0.00	3.00	0.00	0	Subtotal:	$320.00	
Construction Phase - Expenses										
	computer/telephone/paper/pens/software		$108.00	$0.00	$24.00	$16.00	$0.00	$148.00		
								Subtotal:	$148.00	
					Design Costs Summary				Expenses	
			Design Phase - Administrative Tasks:					$1,330.00	$250.00	
			Design Phase - Engineering Tasks:					$1,240.00	$62.00	
			Design Phase - Preparation of Drawings/Specs:					$4,340.00	$304.50	
			Design Phase Expenses						$616.50	
						Total Design Cost:		**$7,526.50**		
			Construction Costs Summary			**Construction Costs Summary**				
						Construction Phase - Administrative			$1,380.00	
						Construction Phase - Engineeirng			$800.00	
						Construction Phase - Drawings			$320.00	
						Construction Phase - Expenses			$148.00	
				Total Construction Cost:			Total Construction Cost:		$0.00	
									$2,648.00	

Utility Mapping Services, Inc. Utility Infrastructure Management, Engineering, Mapping and Geophysics
WWW.UMSI.US Ph: 801.972.5090 Fax: 406.495.9923
Helena MT, Salt Lake City UT, St. Cloud MN, Seattle WA, Duluth MN, Sioux City IA, Houghton MI, San Diego CA, Houston TX, Denver CO, Phoenix AZ

November 19th, 2020

Mr. Delmas W. Johnson, P.E.
J-U-B Engineers, Inc.
240 West Center Street, Suite 200
Orem, Utah 84057
801.226.0393

RE: Vineyard Water Main
Vacuum Excavation Services

Dear Mr. Johnson:

Utility Mapping Services, Inc. (UMS) is pleased to submit this cost estimate to conduct excavation services for the subject project. For this effort, UMS is conducting, and thereby is only responsible for, specific vacuum excavations detailed in this work scope. UMS shall not be held responsible for the accuracy or completeness of all previous utility mapping activities completed by others on this project, nor is it implied herein that the efforts of any field campaign will include performing quality assurance review, corrections, updates, or assumption of any liability for utility information depicted by others. If, during the course of field operations, inconsistencies are incidentally identified within the data set, UMS will record and communicate such observations to J-U-B Engineers, Inc.

UMS estimates that 4 holes will be completed per day of field operations at the hole locations outside of the railroad right of way. UMS estimates that 2 holes will be completed per night of field operations at the hole locations that are within 25-feet of the railroad due to limited access requirements. The production rate will be dependent on the targeted utility type, soil conditions, location of excavation, depth of utility, traffic control requirements, pavement material, patching requirements, etc. The estimated cost to complete up to 24 vacuum excavations is $56,661.50 (see attached cost spreadsheets for a breakdown of the anticipated costs). The vacuum excavations will consist of excavating a hole approximately 14-16 inches wide and up to 6-7 feet deep. A two-person UMS crew (in addition to the vacuum excavation crew) will perform the vacuum excavations, log the test hole data, prepare field notes and sketches. UMS's cost estimate for these services is based on the following assumptions:

- J-U-B Engineers, Inc. will be responsible for identifying the proposed vacuum excavation locations. UMS will dig at these targeted locations, but will not be responsible for any mismarked, mislabeled, or missing utilities.
- J-U-B will have a representative on site to make final determinations regarding excavation efforts as a QL B designating effort has not and will not be performed on the project.
- Night work will be required for some excavations, specifically those within the UTA ROW.
- Vacuum excavations which fail to expose the utility after reaching a reasonable depth (typically 6-7') will still be considered a completed excavation.
- A possibility exists that existing conditions (i.e. groundwater, large boulders) may prevent crews from exposing the targeted utility. In addition, utilities may be installed at a depth beyond the limits of the vac excavation equipment.
- Each excavation is accessible to the vac truck and crew.
- Excavations are anticipated to all be located in the asphalt or concrete roadway. The excavations are assumed to require coring services, flowable fill in each test hole and Utilibond to replace/repair the cored plug.

- T-patches or hot mix asphalt repair is not included in the scope of work or cost estimate.
- The estimated costs for traffic control and permits for Vineyard City, UTA and UPRR have been included with this proposal, actual costs will be invoiced.
- Submittal documents will include log sheets indicating utility depth, photos of each excavation and field sketches.
- UMS will discuss with the project manager and seek approval prior to performing any work outside this original scope.

At UMS's discretion, a separate cost estimate may be submitted should existing conditions differ from those stated in this list of assumptions.

This effort shall not be construed as being in compliance with ASCE/CI 38-02 - *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*, nor is it implied herein.

Please contact Cameron Greer (801.910.5366, cgreer@umsi.us) with any questions regarding this submittal.

Sincerely,
Utility Mapping Services, Inc.



Cameron Greer, E.I.
Utah Project Manager

Attachment: Cost estimate

Utility Mapping Services, Inc.

Cost Proposal for Utility Vacuum Excavations

Project Name: Vineyard Water Main

UMS Project No: 11633.1

Date: November 19, 2020

Owner: Vineyard City

Contact: Delmas W. Johnson, P.E.

Address: 240 West Center Street, Suite 200, Orem, UT 84057

Phone: 801.226.0393

Email: dwjohnson@jub.com

Utility Mapping Services, Inc.
2724 South 3600 West, Unit K
West Valley City, UT 84119
801.972.5090
www.umsi.us
email: cgreer@umsi.us

Utility Vacuum Excavations: Assuming 24 vacuum excavations on utilities less than 7-feet in depth, 16 in pavement, 8 in dirt. Twelve of the holes are assumed to be within 25-feet of the railroad tracks.

Project Task No.	Project Task Description	Project Manager	Project Engineer	Senior Engineer	Principal Engineer	Field Ops Manager	Field Specialist II	Field Specialist I	Staff Engineer	Clerical	Total Hours
2100	Work Plan, H&S, Traffic, Permits	8	4	2	2	6	4			2	28.0
2200	Mobilization					18	6				24.0
2300	Test Hole Staking/Designating					4	24				28.0
2400	Utility Locating					48					48.0
2500	Engineering Survey					4					4.0
2600	CADD Development										0.0
2700	Database Development		4								4.0
2800	Project Documentation & QA/QC	2	3	1	1	4	2				13.0
2900	Submittal Preparation	2	2	1	1					2	8.0
	Total Hours	12.0	13.0	4.0	4.0	84.0	36.0	0.0	0.0	4.0	157
	Hourly Rates	47.05	37.28	49.85	49.85	37.88	34.30	27.68	38.07	38.29	
	Total Direct Rates	564.64	484.58	199.40	199.42	3182.26	1234.83	0.00	0.00	153.17	6018.29
	Fully Burdened Rates	140.54	111.33	148.89	148.90	113.15	102.45	82.66	113.71	114.37	
	Total Burdened Rates	1686.43	1447.29	595.55	595.60	9504.53	3688.10	0.00	0.00	457.49	17975.00

Total Raw Labor		6018.29
Total Labor and Overhead	165.19%	15959.90
Fixed Fee	12.00%	1915.19
FCCM	1.66%	99.90
Labor Costs		**17975.00**

Item	Unit	No. of Units	Unit cost	
CADD Station	hour	0.00	11.45	0.00
Survey Equipment (Trimble R8 RTK GPS)	day	1.00	146.00	146.00
Geofeature Database Fee	hour	4.00	27.00	108.00
Specialty Field Vehicle	mile	1100.00	0.575	632.50
			Total Direct Costs	**886.50**

UMS Services	**18861.50**

Vacuum Excavation Truck and Crew	day	24.00	450.00	10800.00
Pavement Repair and Resurfacing	ea	16.00	175.00	2800.00
Pavement Coring	ea	16.00	125.00	2000.00
Mobilization and Dumps	day	9.00	200.00	1800.00
Permits (Vineyard (assumed to be waived), UPRR, UTA)	ea	2.00	2500.00	5000.00
Nighttime Flowable Fill (includes $3,000 charge for night operations)	ea	1.00	4200.00	4200.00
Daytime Flowable Fill	ea	1.00	1200.00	1200.00
Traffic Control (does not include flaggers)	day	10.00	1000.00	10000.00
			Vendor Services, Permits, Traffic Control	**37800.00**

***traffic control, vac truck and permit costs are approximate; actual costs will be invoiced.**

THIS ESTIMATE IS VAILD FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL

Vacuum Excavation Total **$56,661.50**

EXHIBIT T.O. 319.05.200-B

STANDARD FEE SCHEDULE
2020

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional	$194.55/hr
Managing Professional	$169.75/hr
Senior Professional II	$155.85/hr
Senior Professional I	$140.45/hr
Professional III	$135.45/hr
Professional II	$121.60/hr
Professional I	$113.00/hr
Professional Intern	$102.05/hr
Engineering Student Intern	$52.95/hr
Senior Designer	$109.05/hr
Senior Field Technician	$109.05/hr
Field Technician	$88.60/hr
CAD Operator	$88.60/hr
Public Relations Specialist	$135.45/hr
Administrative Assistant	$65.00/hr
Professional Land Surveyor	$125.25/hr
1 Man GPS Surveying Services – PLS	$148.00/hr
Expert Legal Services	$300.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	$46.00 per day
Vehicle	$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	$130.00 per day
Drone Unit	$500.00 per day plus data conversion costs
Data Logger/Transducer	$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE.....1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.

HANSEN ALLEN & LUCE inc ENGINEERS