CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is given that the City Council of the City of Farmington will hold a regular meeting on **Tuesday, August 2nd 2022** at City Hall 160 South Main, Farmington, Utah. A work session will be held at 6:00 pm in Conference Room 3 followed by the regular session at 7:00 pm.in the Council Chambers**.** The link to listen to the regular meeting live and to comment electronically can be found on the Farmington City website at www.farmington.utah.gov. If you wish to email a comment for any of the listed public hearings, you may do so at dcarlile@farmington.utah.gov

WORK SESSION – 6:00 p.m.

- Presentation by All West Communications, Jack Walkenhorst
- Cemetery discussion

REGULAR SESSION – 7:00 p.m.

CALL TO ORDER:

- Invocation – Roger Child, Councilmember
- Pledge of Allegiance – Brett Anderson, Mayor

PRESENTATION:

- Presentation by UTA Trustee Beth Holbrook & Jaron Robertson, Acting Planning Director. Micro transit plans including *"UTA on Demand service in South Davis".*

BUSINESS:

- Consider approval of RJT Excavation to Construct the Business Park Infrastructure Project
- Advice and consent to the appointment of Paul Roberts as City Attorney

SUMMARY ACTION:

- Improvements Agreement with Midway Meadows Development LLC - Farmington Ridge PUD
- Plat Amendment Hansen-Robinson Subdivision

GOVERNING BODY REPORTS:

- City Manager Report
  - Building Activity Report"
- Mayor Anderson & City Council Reports

ADJOURN

CLOSED SESSION – Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability, please contact DeAnn Carlile, City Recorder at 801-939-9206, at least 24 hours in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that the above notice and agenda were posted at Farmington City Hall, the State Public Notice website, the city website www.farmington.utah.gov, and emailed to media representatives on July 28th, 2022

DeAnn Carlile

DeAnn Carlile, Farmington City Recorder

CITY COUNCIL **WORK SESSION** AGENDA

For Council Meeting:
August 2, 2022

PRESENTATION: **Cemetery presentation and discussion by Colby Thackeray**

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

Exhibit "A"

FARMINGTON CITY CEMETERY

RULES AND REGULATIONS
(See also Title 8, Chapter 1 of City Code.)

CONDITION OF SALE OF BURIAL RIGHTS (After July 1985)

1. Sale of grave sites (general burial sites) in the City Cemetery shall be limited to the residents of the City, and such sales shall only be allowed to provide for an immediate burial need based on a death. No more than 2 burial rights shall be sold to a single immediate family as outlined herein. Single burial rights shall not be sold except to a surviving spouse of any individual already interred in the cemetery or for the burial of such a spouse.*

*An application for special exception may be filed for consideration by the City Manager. The term "immediate family", for purposes of these Rules and Regulations, shall be defined as those persons domiciled in the place of residence and who include: husband, wife, child, stepchild, brother, sister, stepbrother, stepsister, parent, stepparent, grandchild, grandparent, mother-in-law, father-in-law.

2. Issuance of right to burial certificate does not convey any other privilege than the right to bury a person`s body, (hereinafter called "the right to burial"), and is not a deed to convey title in fee simple to said ground or any part thereof.

3. Purchaser(s) of grave sites must designate one other person who may exercise right of burial on each individual grave site purchased. The right of burial may be transferred at any time if authorized by the lot purchaser(s) in writing (form is provided by City). If the lot purchaser(s) is (are) deceased or incapable of transferring burial rights to others, then the designated alternative person holding the right to burial has the authority to transfer those rights on that particular grave site.

4. A fee for transferring or amending burial rights shall be assessed by the City as established by the City Council and as amended by the City Council from time to time. The transfer of a right to burial shall not be used to circumvent conditions on a sale of burial rights as set forth above.

5. The burial right is vacated to the City upon the death of both the purchaser(s) and the designated alternative person who has the right of burial if not used for and in behalf of said purchaser (s) or their designee. Any heir or descendant of the purchaser has a preference over non-heirs or non-descendants to purchase the right to burial on said grave site once vacated to the City. At the discretion of the City, relatives or others may be given preference for repurchase of burial rights, provided they supply necessary proof that prior rights have expired. Cost of buying a new burial right is the amount in full of the existing current prices. The right of preference shall

expire one year after the City obtains the right.

6. Any purchaser or designated heir having the right to burial may at any time sell said "right" back to the City at a price as set forth in the City's consolidated fee schedule.

CONDITION OF SALE OF BURIAL RIGHTS (Prior to July 1, 1985)

1. All purchasers of the right to burial on grave sites purchased before July 1, 1985, shall provide the City information involving the following at the time a request for burial is made:

Designation of Heir Certification. When the "right to burial" in the cemetery was sold prior to July 1, 1985, the purchaser or his heirs had a perpetual right of burial subject to City Ordinances. As the term "heir" has no set meaning and varies in its usage to mean a person named in the will or any degree of consanguinity to the deceased at the time of death, it is probable there will be more heirs than rights to burial available. As such, as "heir certification" shall be completed for each grave site in the cemetery or a certified order from the probate court showing which heir is entitled to the grave site shall be furnished. An order from the probate court is preferred.

Transfer of Burial Rights. A transfer of the burial rights of the designated heir to another heir of the purchaser may be accomplished by submitting authorization for such transfer and the payment of the transfer fee. (Form provided by City.)

2. The Utah Code Annotated, Section 8-5-1, et seq., authorizes the City to reclaim any unused burial site "which has been unused for burial purposes for more than 60 years". The City Council, by virtue of its adoption of these rules and regulations, authorizes and mandates the City staff to reclaim any such site. Prior to reclaiming any lot, proper notification procedures as provided on the statutes will be followed to provide opportunity for certifying the right of burial.

3. Descendants or other heirs shall have a preference over non-heirs or non-descendants in purchasing a new right to burial on the lots or lot being reclaimed. The preference expires one (1) year following the reclamation of the "right to burial" by the City. The cost of the new right to burial will be at current prices.

4. Any purchaser or designated heir having a right to burial may at any time sell back said "right to burial" to the City at a price set forth in the City's consolidated fee schedule.

BURIAL SITES: Definitions/Rules

General burial site is construed to mean a space eight feet by four feet.

Baby grave site is construed to mean a space four feet by four feet. Two baby graves may be buried on a single general burial site provided authorization is granted by the purchaser(s) (if still living) or designated person having the original right of burial if purchaser(s) is (are)

deceased.

Urn grave site is a general burial site with requirements that the "right of burial" charges be the same as a general grave site. However, two urns may be buried on one general grave site.

Combined Grave Sites. Generally, no more than one burial per grave site will be allowed in a general burial site except for:

a) Two urns
b) Two babies
c) One urn/baby
d) One regular burial/one urn

Resident. As used herein, the term "Resident" shall mean and be defined as:

(1) Any person who was domiciled within the corporate limits of Farmington, Utah, at the time of death, regardless of actual place of death; or

(2) Any person owning real property within the corporate limits of Farmington, Utah, at the time of death, regardless of the residence of domicile of such person; or

(3) Any person who was a legal resident of Farmington, Utah, at the time of death, regardless of domicile; or

(4) Any person who was formally domiciled within the corporate limits of Farmington, Utah immediately prior to moving from the City for the purpose of becoming domiciled in any facility for the purpose of receiving medical or residential care; or

(5) Any person having owned real property within the corporate limits of Farmington City, Utah, for 20 years or more regardless of the residence or domicile of such person at the time of death

Non-resident. As used herein, the term "Non-resident" shall mean and be defined as any person who does not meet the definition of "Resident" as set forth herein.

DISINTERMENTS

The City shall provide disinterment services only for those persons buried in vaults or in urns that are non-biodegradable.

PLACEMENT & MAINTENANCE OF MARKERS, MONUMENTS, & APPURTENANT PARTS

1. **Permits.** An installation permit shall be required and shall be obtained from the City Office for all markers and monuments before installation thereof is authorized. Monument companies only will be permitted to install or remove monuments in the cemetery. Monument companies doing work of any kind in the cemetery are subject to the control or direction of the City. A 24-hour advanced notice to the City and check in at the Parks and Recreation office shall be required prior to doing work of any kind.

2. **Fees.** Fees for the installation of all markers and monuments shall be paid to the City before installation.

When burials are pending and when a marker is located where the grave is to be dug, it is the responsibility of the family to assure the marker is removed 24 hours before the funeral.

3. **Cement Base.** Upright markers and monuments installed in the cemetery shall have a finished, grass-level stone or cement base extending outward from the outer perimeter of the base or marker for a minimum distance of six inches (6") on the front and back and six inches (6") inches on each side. On flat markers, the minimum base extensions from the marker perimeters is six inches (6") front and back and six inches (6") on each side.

4 . **Specifications for Raised Markers.** Maximum width is 24 inches not including the concrete base. Maximum width for single markers is 36 inches including the concrete base. Maximum width of companion markers is 72 inches without concrete base and 84 inches with concrete base. The cement base requirements described above also apply. In no instance shall raised markers exceed 36 inches above the ground level.

5. **Specifications for Flat Markers.** Maximum width for single marker is 24 inches, not including the concrete base. Maximum width for single marker is 36 inches including concrete base. Maximum width of companion's marker is 72 inches without concrete base, and 84 inches with concrete base. The cement base requirements described above also apply.

6. **Marker Maintenance.** The City is not responsible for marker or base maintenance unless damaged by the City.

7. **Vases.** All permanent vases placed in the cement or stone base of the marker or

monument shall be recessed to ground level when not in use. Receptacles in the monument itself are allowed provided they do not project horizontally beyond the monument. Because of the potential for theft and/or vandalism, the installation of removable bases is discouraged.

8. **One Marker Per Grave.** No more than one marker per burial is permitted excepting government-provided veterans markers.

9. **Payment of Fees.** Charges for sale of cemetery lots must be paid before burial. Burial fees are due in full within 30 days of burial. No markers may be placed until all fees are paid.

FLOWER REGULATIONS

1. **Flowers Placed at Burials.** Artificial and/or natural (live) flowers placed during burials will removed after seven (7) days following the burial.

2. **Artificial Flowers.** Artificial flowers may be placed on grave sites from November 1st through March 1st of the following year without being subject to removal by City crews except for those instances when they must be removed to accommodate nearby burials. Artificial flowers may also be placed three (3) days prior to the "observed" Memorial Day of each year and must be removed within seven (7) days following the "observed" Memorial Day. Artificial flowers placed during other periods (except burials) are subject to removal at the next scheduled mowing or for other maintenance purposes (when flowers are faded or weathered). Artificial flowers will be removed off the grave site and/or from any vases (including recessed bases) except for those receptacles that are an integral part of upright markers that are located above the marker base.

3. **Natural or Live Flowers.** Natural or live flowers may be placed at any time but are subject to removal at the next scheduled mowing (except burials). Flowers that are severely wilted will be removed at that time. During the "observed" Memorial Day holiday, flowers may be placed three (3) days prior to the observed holiday. Flowers will be removed by City crews after seven (7) days following the "observed holiday". Natural or live flowers shall be placed in non-glass containers on the marker or adjacent cement collar.

4. **Theft of Flowers.** The City is not responsible for the theft or loss of flowers in the cemetery.

FENCES AND OTHER REGULATIONS

1. **Fences.** Fencing, railing, coping or other enclosures around lots or graves are prohibited.

2. **Plantings.** Planting of shrubs or flowers on or near any grave or lot is prohibited.

3. **City`s Right to Remove Non-conforming Objects and/or decorations.** If any tree or shrub, by means of its roots, branches, or otherwise, becomes detrimental to adjacent lots or walks, or interferes with the general appearance of the cemetery, the City has the right to remove such trees and shrubs. The City reserves the right, without notice, to remove from burial sites all flowers and decorations of any kind such as lights, shepherds hooks, flags, pinwheels, statues, and any unauthorized plantings that do not conform with the rules and regulations of the cemetery. Decorations on the concrete mow edge or outside the concrete are subject to removal and discarding at the City's discretion during mow season March 1st - November 1st.

4. **Disturbing or Defacing Property**. It is unlawful for any person, other than those authorized by the City, to take away any headboard, tombstone, monument, tree, shrub, flower or cut flower, or any other property or ornament in the City Cemetery. It is unlawful for any person to

maliciously damage any monument, marker, tree, shrub, or other property in the City Cemetery.

5. **Vehicle Operation**. The motor vehicle speed limit within the cemetery is 10 mph. Motor vehicles are permitted only within cemetery asphalt roads and parking lots and only during daylight hours.

6. **Animals Prohibited**. Any animal leashed or unleashed is prohibited from the cemetery.

7. **Theft or Loss of Personal Belongings.** The City is not responsible for the theft or loss of personal belongings in the Cemetery.

CITY COUNCIL AGENDA

For Council Meeting:
August 2, 2022

PRESENTATION: **UTA Trustee Beth Holbrook & Jaron Robertson, Acting Planning Director. Micro transit plans including *"UTA on Demand service in South Davis".***

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



UTA ON DEMAND

VIA

UTA On Demand – New Zone
South Davis County

Beth Holbrook, *UTA Board of Trustees*

Why Microtransit?



Improve flexible mobility options



Repurpose underperforming bus routes



Expand transit access and service coverage

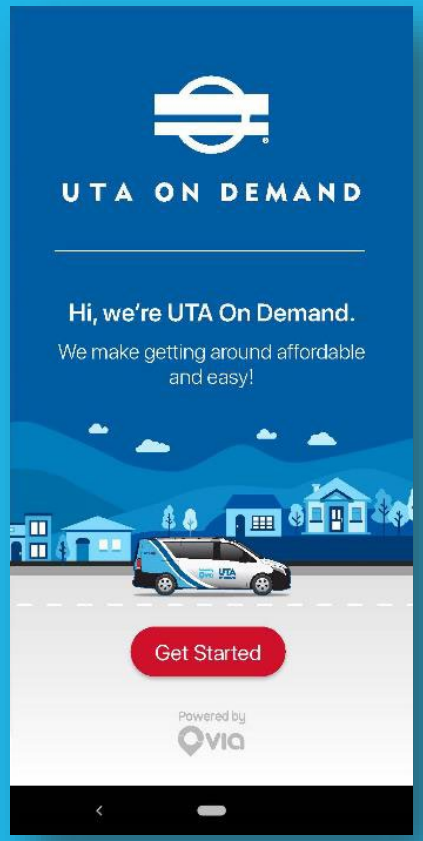


Provide first and last mile connections

UTA ON DEMAND

VIA

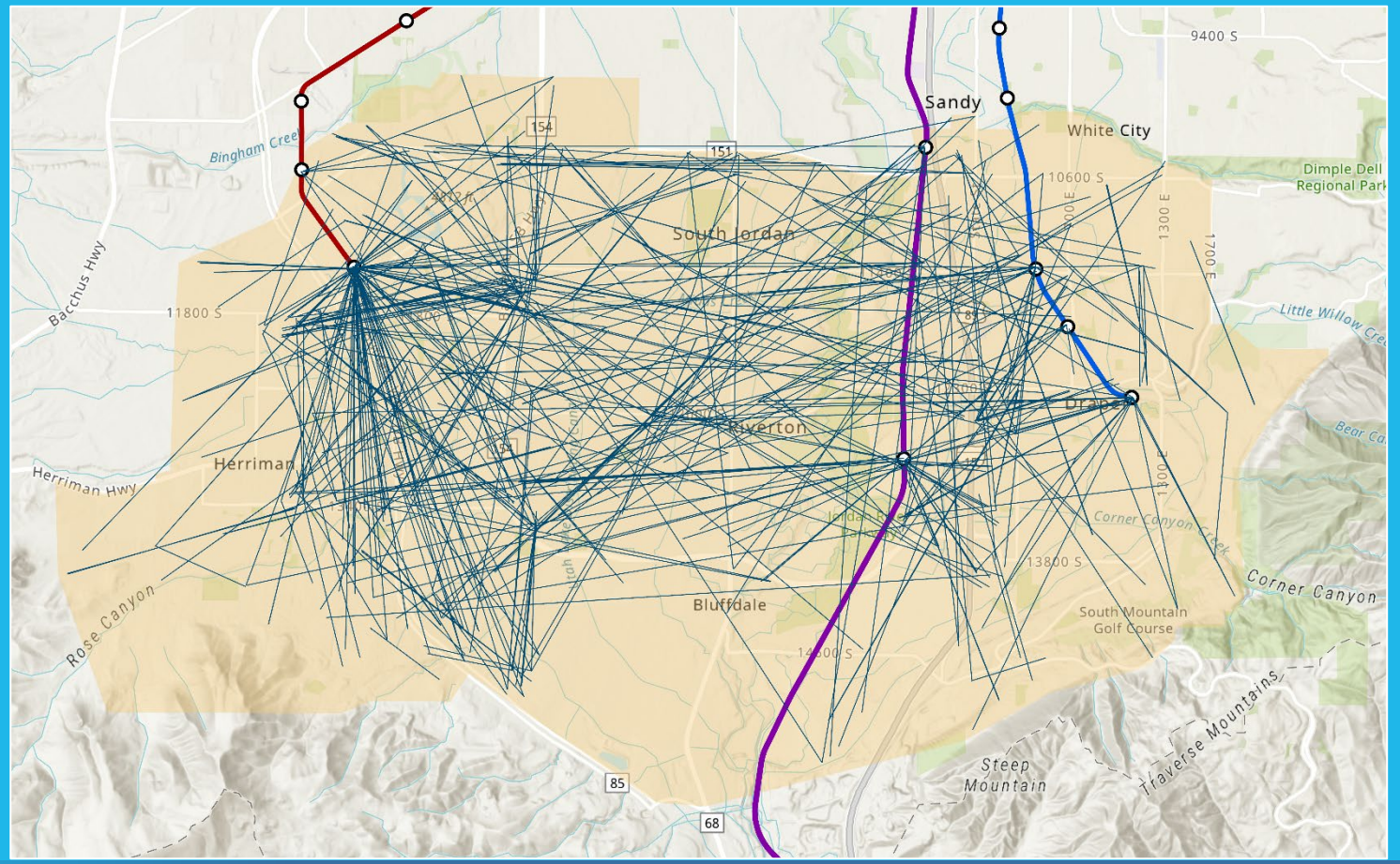
How Microtransit Works



- Corner to corner service within zone boundaries
- Curb to curb service for eligible customers
- Shared/aggregated rides
- Wheelchair accessible vehicles available
- Smartphone app trip requests and payments
- Telephone call-in ride booking option
- Standard UTA fares ($2.50) transferable to other UTA modes

UTA ON DEMAND via

Daily Trips Sample: Southern Salt Lake County



May 5th Ridership

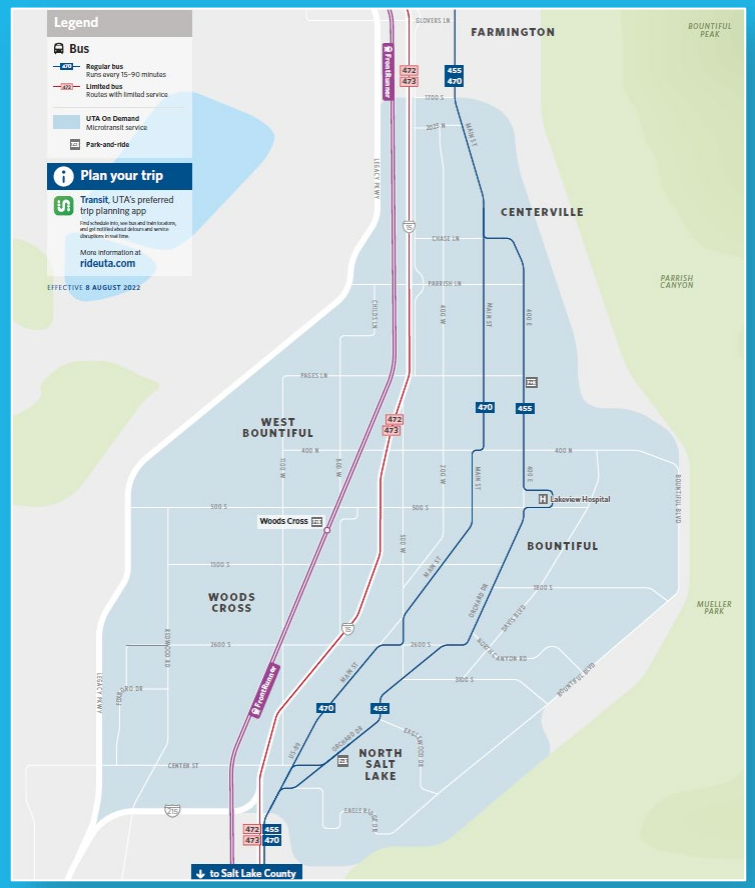
- Completed: 600
- Unique Riders: 316

- WAV Rides: 12
- Unique WAV Riders: 9

- Avg. Trip Distance: 4.9 mi
- Avg. Pickup ETA: 18.6 min
- Avg. Trip Rating: 4.9

UTA ON DEMAND via

Planned South Davis County On Demand



Microtransit Zone Specifics

- Launching August Change Day 2022
- Repurposing Routes 460, 461, 462, 463, 471, and F605
- Operating Days/Hours
  - Monday – Friday
  - 6:00 am – 9:00 pm

Key Microtransit Zone Statistics

Zone Size	Population	Pop. Density	Employment
28	**92k**	**3.3k**	**29k**
sq. mi	people	people per sq. mi	jobs

UTA ON DEMAND

via

Planned South Davis County On Demand

Microtransit Zone Goals

- Provide better access to Woods Cross FrontRunner Station
- Build support for and increase transit ridership
- Promote local economic growth and development
- Provide low-cost wheelchair accessible rides
- Improve east-west mobility connections
- Test new and emerging technologies



UTA ON DEMAND via



Questions?

UTA ON DEMAND

via

CITY COUNCIL AGENDA

For Council Meeting:
August 2, 2022

BUSINESS: **Consider approval of RJT Excavation to Construct the Business Park Infrastructure**

ACTION TO BE CONSIDERED:

Approve the contract and bid from RJT Excavation for the construction of the Business Park Infrastructure Project in the amount of $22,878,573.59 to be paid from various revenue sources and a future bond.

GENERAL INFORMATION:

See Staff Report prepared by Chad Boshell, City Engineer

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting

FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: August 2, 2022

SUBJECT: **CONSIDER APPROVAL OF RJT EXCAVATION TO CONSTRUCT THE BUSINESS PARK INFRASTRUCTURE PROJECT**

RECOMMENDATION

Approve the contract and bid from RJT Excavation for the construction of the Business Park Infrastructure Project in the amount of $22,878,573.59 to be paid from various revenue sources and a future bond.

BACKGROUND

The City received six bids for the Business Park Infrastructure Project ranging from $22 million to $32 million as shown below, construction will begin this fall.

Bidder	Bid
RJT Excavation	$22,574,082
Leon Poulson	$25,475,438
Red Pine Construction	$25,762,404
Whitaker Construction	$32,685,958
M.C. Green and Sons	$28,971,446
Condie Construction	$30,850,350

The project includes constructing Commerce Drive, Maker Way, detention basins, and infrastructure. The bid had over 200 bid items and each bid had a few mistakes in the bid tabulations. RJT's bid has increased just over $300,000 and Staff feels that it is justified to use the revised numbers. City staff recommends awarding RJT Excavation the project. Attached is the contract between the City and the Contractor to do the work.

SUPPLEMENTAL INFORMATION

1. Contract

Respectively Submitted

Chad Boshell, P.E.
Assistant City Manager

Reviewed and Concur

Brigham Mellor
Interim City Manager

DOCUMENT 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between Farmington City ("Owner") and RJT Excavating ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally consists of The project generally consists of clearing and grubbing the site and constructing utilities, roadway, detention basins, box culverts, and retaining walls for a the North Farmington Station Park development. .

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Farmington Station Business Park.

ARTICLE 3—ENGINEER

*3.01 The Owner has retained **CRS Consulting Engineers, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.*

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will be substantially complete on or before Sunday, December 31, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before Sunday, December 31, 2023.

4.04 Milestones

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 – completed on or before **July 1, 2023**

    a. Milestone 1 includes Commerce Drive (from the new Shepard Lane interchange to Maker Way); Maker Way (from Commerce Drive to 500 North); offsite sewer trunkline from I-15 to 950 North; offsite Water from Maker Way to I-15; also including all utilities and services; Burke Lane and Maker Way full signal system; and Commerce Drive and Maker Way full signal system. See the exhibit below for reference.

2. Milestone 2 – completed on or before **August 1, 2023**

    a. Milestone 2 includes Maker Way (from 500 North to Park Lane); Commerce Drive

and Maker Way full signal system; waterline loop connection from Maker Way to the east, irrigation and sewer connection between Commerce Drive and behind Cabella's; Park Lane and Commerce Drive full signal system; offsite storm drain near Clark Lane; and also including all utilities and services. See the exhibit below for reference.

3. Milestone 3 – completed on or before **December 31, 2023**

   a. Milestone 3 includes Commerce Drive from Burke Lane to Maker Way; 500 North street; rail trail crossing; Farmington City Park detention basin and utilities; Commerce Drive and Burke Lane full signal system; and also including all utilities and services. See the exhibit below.

4. Milestone 4 – completed on or before **December 31, 2023**

   a. Milestone 4 includes Commerce Drive from Maker Way to Burke Lane; all utilities and services; Spring Creek improvements; and Spring Creek detention basin. See



the exhibit below.

4.05 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500 for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones:* Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, the sum of $22,878,573.59.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **7th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    a. **95%** percent of the value of the Work completed (with the balance being retainage).
    b. **95%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Interest

A. All amounts not paid when due will bear interest at the rate at 2% per annum above the rate paid by the Internal Revenue Service on refund claims.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents consist of all of the following:
    1. This Agreement.
    2. Bonds:
        a. Performance bond (together with power of attorney).
        b. Payment bond (together with power of attorney).
    3. General Conditions.
    4. Supplementary Conditions.
    5. Specifications as listed in the table of contents of the project manual.
    6. Drawings (not attached but incorporated by reference) consisting of **124** sheets with each sheet bearing the following general title: North Farmington Station Business Park.
    7. The following Addenda:
        a. Addendum #1 6-27-2022
        b. Addendum #2 7-11-2022
    8. Exhibits to this Agreement (enumerated as follows):
        a. **Geotechnical report**
        b. **Wetland Delineation**
    9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

b. Work Change Directives.

c. Change Orders.

d. Field Orders.

e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written

resolution thereof by Engineer is acceptable to Contractor.

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

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Farmington City
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 8/2/2022
(date signed)

Name: Brett Anderson
(typed or printed)

Title: Farmington City Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: City Recorder
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

RJT Excavating
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

Item No.	Description	Unit	Estimated Qty	Unit Price	Bid Amount
0	General				
0.01A	Soft Spot Repair	CY	20,000	$32.55	$ 651,000.00
0.01B	Soft Spot Repair Geogrid	SY	23,061	$1.75	$ 40,356.75
0.02	Mobilization	LS	1	$545,000.00	$ 545,000.00
0.03	SWPPP	LS	1	$80,000.00	$ 80,000.00
0.04	Construction Survey	LS	1	$72,277.00	$ 72,277.00
1.00	Demolition and Site Preperation				
1.01	Clear and Grub and site prep	AC	40	$14,000.00	$ 560,000.00
1.02	Remove and dispose exist utilities	LS	1	$9,800.00	$ 9,800.00
1.03	Remove Asphalt pavement in 1525 west	CY	1,054	$9.50	$ 10,013.00
1.04	Striping Removal	LF	2,500	$2.75	$ 6,875.00
1.05	Remove and dispose exist fence	LF	7,127	$0.50	$ 3,563.50
1.06	Remove and dispose ex curb and gutter	LF	35	$5.00	$ 175.00
1.07	Sawcut existing asphalt section	LF	616	$5.00	$ 3,080.00
1.08	Remove and dispose ex concrete box culvert	EA	2	$7,625.00	$ 15,250.00
2.00	Signals				
2.01A	Intersection Signal System (Maker way and comme	LS	1	$128,350.00	$ 128,350.00
2.01B	Intersection Signal System (Maker way and comme	LS	1	$104,750.00	$ 104,750.00
202A	Intersection Signal System (Burke Lane & Commerc	LS	1	$92,550.00	$ 92,550.00
202B	Intersection Signal System (Burke Lane and Maker V	LS	1	$79,675.00	$ 79,675.00
2.03	Intersection Signal System (Park Lane)	LS	1	$43,350.00	$ 43,350.00
2.04	Traffic Control	LS	1	$90,000.00	$ 90,000.00
3.00	Subdivision Roads				
3.01A	Asphalt for roadway	Ton	21,589	$122.40	$ 2,642,493.60
3.01B	Asphalt for trail	Ton	119	$151.20	$ 17,992.80
3.02	Basecourse for roadway	CY	14,817	$35.91	$ 532,078.47
3.03	Concrete Sidewalk	SF	not used		
3.04	Borrow for roadway	CY	27,584	$30.05	$ 828,899.20
3.05	48" Concrete Waterway	LF	5,913	$53.90	$ 318,710.70
3.06	Commerce Drive Median curb	LF	5,602	$21.73	$ 121,731.46
3.07	Striping 12" White	LF	4,631	$1.90	$ 8,798.90
3.08	Bike Logo	EA	50	$27.75	$ 1,387.50
3.09	Signage	EA	42	$890.00	$ 37,380.00
3.1	30" Shedding Curb and gutter	LF	6,497	$21.56	$ 140,075.32
3.11	Rock mulch for flared end and spillway	CY	not used		
3.12	Drive Approach	EA	2	$4,345.00	$ 8,690.00
3.13	ADA Ramp	EA	40	$3,700.00	$ 148,000.00
3.14	Site Road Grading and compacting	AC	not used		
3.15	Concrete Channel (Clarke lane ditch)	LF	1,160	$325.40	$ 377,464.00
3.16A	Import of fill material	CY	127,250	$26.31	$ 3,347,947.50
3.16B	Cut Material	CY	54,600	$2.75	$ 150,150.00

3.17	Heavy duty concrete	SF	10,813	$10.75	$	116,239.75
3.18	UTA Trail crossing finishes	LS	1	$35,000.00	$	35,000.00
3.19	Rpad Base access road	SY	3,651	$10.89	$	39,759.39
3.2	Temporary Drainage Ditch	LF	720	$9.50	$	6,840.00
3.21	Striping 4" White Skipped	LF	10,865	$0.15	$	1,629.75
3.22	Striping 4" White	LF	15,797	$0.15	$	2,369.55
3.23	Striping 6" White	LF	7,341	$0.20	$	1,468.20
3.24	Striping Double Yellow Line	LF	5,932	$0.25	$	1,483.00
3.25	Striping Yellow Solid with Yellow Skipped Line	LF	3,881	$0.20	$	776.20
3.26	Striping Arrows	EA	75	$25.00	$	1,875.00
3.27	Striping Interstate Logo	EA	7	$1,900.00	$	13,300.00
3.28	30" Collecting curb and gutter	LF	12,435	$21.56	$	268,098.60
3.29	Plowable End Sections	EA	6	$1,870.00	$	11,220.00
4	Subdivision Culinary Water					
4.01	6" Waterline	LF	823	$38.64	$	31,800.72
4.02A	6" Waterline Fittings	EA	not used	not used	$	-
4.02B	8" Waterline Fittings	EA	25	$925.00	$	23,125.00
4.03	8" Water Main	LF	3,286	$51.29	$	168,538.94
4.04	8" Water Gate Valve	EA	26	$2,975.00	$	77,350.00
4.05	8" Blowoff Valve	EA	11	$2,000.00	$	22,000.00
4.06	12" Water main	LF	1,348	$89.45	$	120,578.60
4.07	12" Water Gate Valve	EA	9	$4,675.00	$	42,075.00
4.08	12" Waterline Fittings	EA	5	$1,250.00	$	6,250.00
4.09	Fire Hydrant Assembly	EA	26	$7,500.00	$	195,000.00
4.1	Vertical Waterline Loop	EA	3	$35,250.00	$	105,750.00
4.11	Connect New Waterline to existing	EA	6	$4,500.00	$	27,000.00
4.12	10" Water Main	LF	6,591	$68.42	$	450,956.22
4.13	10" Water Gate Valve	EA	22	$4,000.00	$	88,000.00
4.14	10" Waterline Fittings	EA	23	$1,250.00	$	28,750.00
4.15	Residential Water meter removal and new mtr insta	EA	2	$1,600.00	$	3,200.00
5	Subdivision Secondary Water					
5.01	8" Irrigation Main	LF	5,930	$52.12	$	309,071.60
5.02	8" Irrigation Fittings	EA	32	$1,000.00	$	32,000.00
5.03	8" Irrigation Gate Valve	EA	58	$2,975.00	$	172,550.00
5.04	10" Irrigation Main	LF	2,052	$69.90	$	143,434.80
5.05	10" Irrigation Fitting	EA	8	$950.00	$	7,600.00
5.06	10" Irrigation Gate Valve	EA	5	$4,225.00	$	21,125.00
5.07	Secondary Water Drain Assembly	EA	3	$4,700.00	$	14,100.00
5.08	Secondary Water Blowoff Valve	EA	22	$2,700.00	$	59,400.00
5.09	Connect New Secondary Waterline to existing	EA	4	$4,500.00	$	18,000.00
5.1	1" Secondary Water Metered Connection	EA	1	$3,000.00	$	3,000.00
5.11	6" Irrigation Main	LF	546	$39.41	$	21,517.86
5.12	6" Irrigation Fittings	EA	7	$550.00	$	3,850.00
5.13	6" Irrigation Gate Valve	EA	8	$2,300.00	$	18,400.00
6	Subdivision Storm Drain					
6.01	12" Reinforced Concrete Pipe	LF	not used			
6.02	15" Reinforced Concrete Pipe	LF	1,879	$79.75	$	149,850.25

6.03	18" Reinforced Concrete Pipe	LF	798	$84.56	$ 67,478.88
6.04	24" Reinforced Concrete Pipe	LF	2,990	$94.52	$ 282,614.80
6.05	30" Reinforced Concrete Pipe	LF	5,584	$115.53	$ 645,119.52
6.06	36" Reinforced Concrete Pipe	LF	751	$137.22	$ 103,052.22
6.07	48" Reinforced Concrete Pipe	LF	406	$205.52	$ 83,441.12
6.08	4' Storm Drain Manhole	EA	11	$4,475.00	$ 49,225.00
6.09	5' Storm Drain Manhole	EA	10	$6,335.00	$ 63,350.00
6.1	6' Storm Drain Manhole	EA	3	$6,960.00	$ 20,880.00
6.11	7' Storm Drain Manhole	EA	not used		
6.12	35-1/2" Storm Drain Catch basin	EA	24	$3,035.00	$ 72,840.00
6.13	4x6 Combo Box	EA	38	$6,020.00	$ 228,760.00
6.14	Concrete flared end with trash rack	EA	1	$2,300.00	$ 2,300.00
6.15	connect new storm drain to existing	EA	9	$2,750.00	$ 24,750.00
6.16	35-1/2" Storm Drain Catch Basin double inlet	EA	4	$4,950.00	$ 19,800.00
6.17	6x6 storm drain catch basin	EA	3	$8,403.33	$ 25,210.00
7	Subdivision Sanitary Sewer				
7.01	Field locate exist sewer and connect to new sewer	EA	1	$5,500.00	$ 5,500.00
7.02	Sewer Lateral nose-on connection	EA	12	$465.00	$ 5,580.00
7.03	4" Sewer Pipe SDR 35 Depths < 12'	LF	205	$57.78	$ 11,844.90
7.04	6" Sewer Pipe SDR 35 Depths < 12'	LF	2,191	$62.33	$ 136,565.03
7.05	8" Sewer Pipe SDR 35 Depths < 12'	LF	2,492	$69.55	$ 173,318.60
7.06	10" Sewer Pipe SDR 35 Depths < 12'	LF	709	$77.90	$ 55,231.10
7.07	12" Sewer Pipe SDR 35 Depths < 12'	LF	1,701	$86.82	$ 147,680.82
7.08	CDSD 18" Sewer Pipe SDR35 < 12'	LF	417	$126.34	$ 52,683.78
7.09	8" PVC C900 DR25 > 12'	LF	not used		
7.1	10" PVC C900 DR25 > 12'	LF	588	$249.08	$ 146,459.04
7.11	12" PVC C900 DR25 > 12'	LF	not used		
7.12	CDSD 18" PVC C900 DR25 > 12'	LF	570	$344.15	$ 196,165.50
7.13	CDSD 24" PVC C900 DR25 > 12'	LF	1,947	$435.95	$ 848,794.65
7.14	CDSD 5' Sewer Manhole Depths < 12'	EA	4	$5,520.00	$ 22,080.00
7.15	CDSD 5' Sewer Manhole Depths > 12'	EA	not used		
7.16	CDSD 6' Sewer Manhole Depths < 12'	EA	not used		
7.17A	CDSD 6' Sewer Manhole Depths > 12'	EA	7	$17,800.00	$ 124,600.00
7.17B	CDSD 6' Sewer Manhole Depths > 12' Drop Manhole	EA	1	$22,500.00	$ 22,500.00
7.18	4' Sewer Manhole Depths < 12'	EA	20	$4,200.00	$ 84,000.00
7.19	4' Sewer Manhole Depths > 12'	EA	2	$8,865.00	$ 17,730.00
7.2	5' Sewer Manhole Depths < 12'	EA	8	$5,520.00	$ 44,160.00
7.21	5' Sewer Manhole Depths > 12'	EA	2	$9,865.00	$ 19,730.00
7.22	6' Sewer Manhole Depths < 12'	EA	1	$6,900.00	$ 6,900.00
7.23	6' Sewer Manhole Depths > 12'	EA	1	$17,800.00	$ 17,800.00
7.24	Connect new sewer main to exist	EA	5	$7,500.00	$ 37,500.00
8	Subdivision Dry Utilities				
8.01	3-4" PVC Conduit	LF	1,312	$76.00	$ 99,712.00
8.02	Power Poles to be removed	EA	3	$2,175.00	$ 6,525.00
8.03A	Rocky Mountain Power Underground conduit	LS	740	$47.00	$ 34,780.00
8.03B	Rocky Mountain Power 7x12 Vault	EA	1	$25,575.00	$ 25,575.00
8.04	Rocky Mountain Power Coordination	EA	1	$5,827.50	$ 5,827.50

8.05	Dominion Energy Coordination	EA	1	$5,827.50	$ 5,827.50
8.06	Signal Cpmduit at 500 N & Commerce Drive	LF	262	$58.50	$ 15,327.00
8.07	Signal Boxes and power switch at 500 N and comme	EA	7	$3,175.00	$ 22,225.00
8.08	Signal Pole Foundations at 500 North and Commerc	EA	4	$8,150.00	$ 32,600.00
9	Wetland Crossings				
9.01	Retaining Walls	SF	1,730	$57.75	$ 99,907.50
9.02	Spring Creek Waterline Loops	EA	1	$28,750.00	$ 28,750.00
9.03	Open Bottom Culvert 10x3	LF	100	$1,450.00	$ 145,000.00
9.04	Box Culvert 5x3	LF	228	$3,000.00	$ 684,000.00
9.05	30" Reinforced Concrete Pipe	LF	302	$115.53	$ 34,890.06
9.06	Concrete flared end with trash rack	EA	3	$2,300.00	$ 6,900.00
9.07	Railing	LF	121	$110.00	$ 13,310.00
10	Spring Creek Detention Basin				
10.01	Rock mulch for flared end and spillway	CY	97	$66.15	$ 6,416.55
10.02	3x3 Storm Drain Catch Basin	EA	2	$3,340.00	$ 6,680.00
10.03	Orifice Plate	EA	2	$500.00	$ 1,000.00
10.04	Road Base access road	SY	1,729	$10.89	$ 18,828.81
10.05	12" Reinforced Concrete Pipe	LF	40	$75.78	$ 3,031.20
10.06	18" Reinforced Concrete Pipe	LF	23	$84.56	$ 1,944.88
10.07	30" Reinforced Concrete Pipe	LF	686	$115.53	$ 79,253.58
10.08	5' Storm Drain Manhole	EA	2	$6,335.00	$ 12,670.00
10.09	flared end section with trash rack	EA	6	$2,300.00	$ 13,800.00
11	Commerce Drive (North of Burke Lane to Maker Way)				
11.01	Clear and Grub and site prep	AC	5	$14,000.00	$ 70,000.00
11.02	Asphalt (for roadway)	ton	5,033	$122.40	$ 616,039.20
11.03	Concrete Sidewalk	SF	3,961	$9.36	$ 37,074.96
11.04	Commerce Drive Median curb	LF	2,367	$21.75	$ 51,482.25
11.05	Striping 12" White	LF	776	$1.90	$ 1,474.40
11.06	Striping Arrows	EA	15	$25.00	$ 375.00
11.07	Signage	EA	8	$900.00	$ 7,200.00
11.08	2.5' Curb and gutter	LF	3,592	$21.56	$ 77,443.52
11.09	ADA Ramp	EA	8	$3,700.00	$ 29,600.00
11.1	Site Road Grading and compacting	AC	not used		
11.11	6" Waterline	LF	82	$38.64	$ 3,168.48
11.12A	6" Waterline Fittings	EA	not used		
11.12B	8" Waterline Fittings	EA	3	$925.00	$ 2,775.00
11.13	8" Water Main	LF	368	$51.29	$ 18,874.72
11.14	8" Water Gate Valve	EA	5	$2,975.00	$ 14,875.00
11.15	8" Blowoff Valve	EA	not used		
11.16	12" Waterline Main	LF	1,689	$89.45	$ 151,081.05
11.17	12" Water Gate Valve	EA	9	$4,675.00	$ 42,075.00
11.18	12" Waterline Fittings	EA	6	$1,250.00	$ 7,500.00
11.19	Fire Hydrant Assembly	EA	3	$7,500.00	$ 22,500.00
11.2	Vertical Waterline Loop	EA	2	$35,250.00	$ 70,500.00
11.21	8" Irrigation Main	LF	888	$52.12	$ 46,282.56
11.22	8" Irrigation Fittings	EA	5	$1,000.00	$ 5,000.00
11.23	8" Irrigation Gate Valve	EA	5	$2,975.00	$ 14,875.00

11.24	10" Irrigation Main	LF	605	$69.90	$ 42,289.50
11.25	10" Irrigation Fitting	EA	5	$950.00	$ 4,750.00
11.26	10" Irrigation Gate Valve	EA	3	$4,225.00	$ 12,675.00
11.27	Secondary Water Drain Assembly	EA	2	$4,700.00	$ 9,400.00
11.28	Secondary Water Blowoff Valve	EA	6	$2,700.00	$ 16,200.00
11.29	Connect New Secondary Waterline to existing	EA	1	$4,500.00	$ 4,500.00
11.3	15" Reinforced Concrete Pipe	LF	782	$79.75	$ 62,364.50
11.31	18" Reinforced Concrete Pipe	LF	551	$84.56	$ 46,592.56
11.32	24" Reinforced Concrete Pipe	LF	557	$94.52	$ 52,647.64
11.33	30" Reinforced Concrete Pipe	LF	not used		$ -
11.34	36" Reinforced Concrete Pipe	LF	not used		$ -
11.35	4' Storm Drain Manhole	EA	2	$4,475.00	$ 8,950.00
11.36	35-1/2" Storm drain catch basin	EA	7	$3,035.00	$ 21,245.00
11.37	4x6 Combo Box	EA	9	$6,020.00	$ 54,180.00
11.38	connect new storm drain to existing	EA	1	$2,750.00	$ 2,750.00
11.39	Sewer Lateral nose-on connection	EA	2	$465.00	$ 930.00
11.4	6" PVC Sewer	LF	601	$62.33	$ 37,460.33
11.41	8" PVC Sewer Depths < 12'	LF	448	$69.55	$ 31,158.40
11.42	10" PVC Sewer Depths < 12'	LF	290	$77.90	$ 22,591.00
11.43	10" PVC Sewer Depths > 12'	LF	216	$249.08	$ 53,801.28
11.44	12" PVC Sewer Depths < 12'		not used	$ -	$ -
11.45	4' Sewer Manhole	EA	3	$4,200.00	$ 12,600.00
11.46	5' Sewer manhole	EA	4	$4,140.00	$ 16,560.00
11.47	Connect new sewer main to exist	EA	1	$26,915.00	$ 26,915.00
11.48	3-4" PVC Conduit	LF	523	$76.00	$ 39,748.00
11.49	Retaining Walls	SF	5,172	$57.75	$ 298,683.00
11.5	Spring Creek Waterline Loops	EA	2	$34,750.00	$ 69,500.00
11.51	Box Culvert 5x3	LF	110	$3,031.00	$ 333,410.00
11.52	30" Reinforced Concrete Pipe	LF	110	$115.53	$ 12,708.30
11.53	Railing	LF	175	$110.00	$ 19,250.00
11.54	Concrete Barrier	LF	393	$147.00	$ 57,771.00
11.55	1" Secondary Water Metered Connection	EA	2	$3,000.00	$ 6,000.00
11.56	6" Irrigation Main	LF	194	$38.64	$ 7,496.16
11.57	6" Irrigation Fittings	EA	1	$550.00	$ 550.00
11.58	6" Irrigation Gate Valve	EA	3	$2,300.00	$ 6,900.00
11.59	Concrete flared end with trash rack	EA	not used	$ -	$ -
11.6	Striping 4" White Skipped	LF	3,463	$0.15	$ 519.45
11.61	Striping 4" White	LF	3,521	$1.90	$ 6,689.90
11.62	Striping 6" White	LF	722	$1.90	$ 1,371.80
11.63	Striping Double Yellow Line	LF	45	$0.25	$ 11.25
11.64	8" ADS Pipe from spring creek to wetland C	LF	160	$38.00	$ 6,080.00
11.65	Connect new culinary waterline to existing	EA	1	$4,500.00	$ 4,500.00
11.66	Plowable End Sections	EA	6	$1,870.00	$ 11,220.00
11.67	Base Course	CY	2,486	$35.91	$ 89,272.26
11.68	Borrow for roadway	CY	4,971	$30.05	$ 149,378.55
12	Farmington City Park				
12.01	Mobilization	LS	1	$25,000.00	$ 25,000.00

12.02	SWPPP	LS	1	$12,000.00	$ 12,000.00
12.03	18" RCP	LF	430	$84.56	$ 36,360.80
12.04	30" RCP	LF	250	$115.53	$ 28,882.50
12.05	6x6 Utility Vault	EA	3	$5,585.00	$ 16,755.00
12.06	Connect to existing control structure	EA	2	$3,000.00	$ 6,000.00
12.07	construct inlet/outlet structure	EA	3	$7,045.00	$ 21,135.00
12.08	Bedding material for pipe	ton	250	$22.28	$ 5,570.00
12.09	Bedding material for structures	ton	20	$22.28	$ 445.60
12.1	Clear and Grub and site prep	SY	28,300	$3.00	$ 84,900.00
12.11	Strip and stockpile top 8" topsoil	CY	5,060	$3.50	$ 17,710.00
12.12	Excavation and offhaul material	CY	8,470	$20.71	$ 175,413.00
12.13	Grading	SY	28,300	$0.25	$ 7,075.00
12.14	Import and place UTBC under future path	Ton	500	$19.00	$ 9,500.00
12.15	Hydroseed draught resistance native seed mix	SF	254,700	$0.50	$ 127,350.00
					$ 22,878,537.59

DOCUMENT 00 41 00
BID FORM

Addendum #2 Monday, July 11, 2022

Farmington City

Farmington Station Business Park

Bids due and Publicly read:

Friday, July 8th 2022 at 2:00 PM

Farmington City
160 S Main St, Farmington City, Utah 84025

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: Farmington City.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID - UNIT PRICES

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Base Bid

M&P	Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
	0.00	General				
0A	0.01A	Soft spot repair	CY	20,000	$32.55	$651,000.00
0A	0.01B	Soft spot repair geogrid per Geotech report Item 7.2.2 on Page 10	SY	23,061	$1.75	$40,356.75
0B	0.02	Mobilization (Total project not including park)	LS	1	$545,000	$545,000
0C	0.03	SWPPP (Total project not including park)	LS	1	$80,000.00	$80,000.00
0D	0.04	Construction survey staking (Total project)	LS	1	$72,277.00	$72,277.00
	1.00	Demolition and Site Preparation				
0E	1.01	Clear and grub and site preparation	AC	40	$14,000	$560,000.00
0F	1.02	Remove & dispose ex utilities	LS	1	$9,800.00	$9,800.00
0G	1.03	Remove asphalt pavement in 1525 West	CY	1,054	$9.50	$10,013.00
0H	1.04	Striping removal (Park Ln and Burke Ln)	LF	2,500	$2.75	$6,875.00
0I	1.05	Remove & dispose ex fence	LF	7,127	$0.50	$3,563.50
0J	1.06	Remove & dispose ex curb and gutter	LF	35	$5.00	$175.00
0K	1.07	Sawcut existing asphalt section	LF	616	$5.00	$3,080.00
0L	1.08	Remove & dispose ex concrete box culvert	EA	2	$7,625.00	$15,250.00
	2.00	Signals (Reference Sheet SG501 for Contractor and State Furnished Material)				
0M	2.01A	Intersection signal system (Maker Way and Commerce Drive North)	LS	1	$128,350.00	$128,350.00

0M	2.01B	Intersection signal system (Maker Way and Commerce Drive South)	LS	1	$64,750.00	$64,750.00
0M	2.02A	Intersection signal system (Burke Lane and Commerce Drive)	LS	1	$92,550.00	$92,550.00
0M	2.02B	Intersection signal system (Burke Lane and Maker Way)	LS	1	$79,675.00	$79,675.00
0M	2.03	Intersection signal system (Park Ln)	LS	1	$43,350.00	$43,350.00
0N	2.04	Traffic control	LS	1	$90,000.00	$90,000.00
	3.00	Subdivision Roads				
0O	3.01A	Asphalt (for roadway)	TON	21,589	$122.40	$2,642,493.60
0O	3.01B	Asphalt (for trail)	TON	119	$151.20	$17,992.80
0P	3.02	Base course (for roadway and trail – not including sidewalk area)	CY	14,817	$35.91	$532,078.47
0R.2	3.03	Concrete sidewalk (5-in PCC, 5-in UTBC)	SF	NOT USED	$ Ø	$ Ø
0Q	3.04	Borrow (for roadway – not including sidewalk area)	CY	27,584	$30.05	$829,899.20
0T	3.05	48" Concrete waterway	LF	5,913	$53.90	$318,710.70
0W	3.06	Commerce Dr median curb (Type q)	LF	5,602	$21.73	$121,731.46
0U	3.07	Striping 12" white	LF	4,631	$1.90	$8,798.90
0U	3.08	Bike logo	EA	50	$27.25	$1,387.50
0V	3.09	Signage	EA	42	$890.00	$37,380.00
0W	3.10	30" Shedding curb and gutter	LF	6,497	$21.56	$140,075.32
0X	3.11	Rock mulch for flared end and spillway	CY	NOT USED	$ Ø	$ Ø
0R.2	3.12	Drive approach	EA	2	$4,345.00	$8,690.00
0S	3.13	ADA ramp	EA	40	$3,700.00	$148,000.00
0Y	3.14	Site road grading and compacting	AC	NOT USED	$ Ø	$ Ø
0Z	3.15	Concrete channel (Clark Lake Ditch) – Includes coir erosion control mat and hydroseeding	LF	1,160	$163.00	$189,080.00
AA	3.16A	Import of fill material	CY	127,250	$26.31	$3,347,947.50
AB	3.16B	Cut material	CY	54,600	$2.75	$150,150.00
0R.1	3.17	Heavy-duty concrete (8" PCC)	SF	10,813	$10.75	$116,239.75
AC	3.18	UTA Trail crossing finishes (See Sheet CP327) (cross gates, signage, guardrail, truncated dome, et al.)	LS	1	$35,000.00	$35,000.00
AD	3.19	Road base access road for offsite utilities (8" depth recycled concrete roadbase 0" = 1-1/2" gradation)	SY	3,651	$10.89	$39,759.39
AE	3.20	Temporary drainage ditch from Commerce Dr to siphon at D&RGW Trail	LF	720	$9.50	$6,840.00
0U	3.21	Striping 4" white Skipped	LF	10,865	$0.15	$1,629.75
0U	3.22	Striping 4" white	LF	15,797	$0.15	$2,369.55
0U	3.23	Striping 6" white	LF	7,341	$0.20	$1,468.20
0U	3.24	Striping double yellow line	LF	5,932	$0.25	$1,483.00
0U	3.25	Striping yellow solid with yellow skipped line	LF	3,881	$0.20	$776.20
0U	3.26	Striping arrows	EA	75	$25.00	$1,875.00
0U	3.27	Striping interstate logo	EA	7	$1,900.00	$13,300.00
0W	3.28	30" Collecting curb and gutter	LF	12,435	$21.56	$268,098.60
0W	3.29	Plowable end sections	EA	6	$1,870.00	$11,220.00

	4.00	Subdivision Culinary Water (Not including Culinary Water on sheets OS305-OS307)				
AF	4.01	6" Waterline	LF	823	$38.64	$31,800.72
AG	4.02A	6" Waterline fittings	EA	NOT USED	$ Ø	$ Ø
AG	4.02B	8" Waterline fittings	EA	25	$925.00	$ 23,125.00
AJ	4.03	8" Water main	LF	3,286	$51.29	$168,538.94
AI	4.04	8" Water gate valve	EA	26	$2975.00	$ 77,350.00
AH	4.05	8" Blowoff valve	EA	11	$2000	$ 22,000.00
AJ	4.06	12" Water main	LF	1,348	$89.45	$120,578.60
AI	4.07	12" Water gate valve	EA	9	$4675.00	$42,075.00
AG	4.08	12" Waterline fittings	EA	5	$1250.00	$6,250.00
AF	4.09	Fire hydrant assembly	EA	26	$7500.00	$ 195,000.00
AK	4.10	Vertical waterline loop	EA	3	$35,250.00	$ 105,750.00
AL.1	4.11	Connect new culinary waterline to existing	EA	6	$ 4,500.00	$27,000.00
AJ	4.12	10" Water main	LF	6,591	$68.42	$450,952.22
AI	4.13	10" Water gate valve	EA	22	$4,000.00	$88,000.00
AG	4.14	10" Waterline fittings	EA	23	$1250.00	$28,750.00
AL.2	4.15	Residential water meter removal and new 1" water meter and 1" lateral connection to main	EA	2	$1,600.00	$ 3,200.00
	5.00	Subdivision Secondary Water (Not including Secondary Water on sheets OS305-OS307)				
AM	5.01	8" Irrigation main	LF	5,930	$52.12	$309,071.60
AN	5.02	8" Irrigation fittings	EA	32	$1,000.00	$ 32,000.00
AO	5.03	8" Irrigation gate valve	EA	58	$2,975.00	$172,550.00
AM	5.04	10" Irrigation main	LF	2,052	$69.90	$143,434.80
AN	5.05	10" Irrigation fitting	EA	8	$950.00	$ 7,600.00
AO	5.06	10" Irrigation gate valve	EA	5	$4225.00	$21,125.00
AP	5.07	Secondary water drain assembly	EA	3	$4,700.00	$14,100.00
AQ	5.08	Secondary water blowoff valve assembly	EA	22	$ 2,700.00	$59,400.00
AR	5.09	Connect new secondary waterline to existing	EA	4	$ 4,500.00	$ 18,000.00
AS	5.10	1" Secondary water metered connection and lateral	EA	1	$ 3,000.00	$ 3,000.00
AM	5.11	6" Irrigation main	LF	546	$39.41	$21,517.86
AN	5.12	6" Irrigation fittings	EA	7	$550.00	$ 3,850.00
AO	5.13	6" Irrigation gate valve	EA	8	$2,300.00	$18,400.00
	6.00	Subdivision Storm Drain				
AT	6.01	12" Reinforced concrete pipe	LF	NOT USED	$ Ø	$ Ø
AT	6.02	15" Reinforced concrete pipe	LF	1,879	$79.75	$149,850.25
AT	6.03	18" Reinforced concrete pipe	LF	798	$84.56	$67,478.88
AT	6.04	24" Reinforced concrete pipe	LF	2,990	$94.52	$282,614.80
AT	6.05	30" Reinforced concrete pipe	LF	5,584	$115.53	$645,119.52
AT	6.06	36" Reinforced concrete pipe	LF	751	$137.22	$103,052.22
AT	6.07	48" Reinforced concrete pipe	LF	406	$205.52	$83,441.12
AU	6.08	4' Storm drain manhole	EA	11	$4,475.00	$ 49,225.00
AU	6.09	5' Storm drain manhole	EA	10	$6,335.00	$63,350.00
AU	6.10	6' Storm drain manhole	EA	3	$6,960	$ 20,880

AU	6.11	7' Storm drain manhole	EA	NOT USED	$ Ø	$ Ø
AV	6.12	35-1/2" Storm drain catch basin	EA	24	$3,035.00	$ 72,840.00
AW	6.13	4'x6' Storm drain combination box	EA	38	$6,020.00	$ 228,760.00
AX	6.14	Concrete flared end section with trash guard	EA	1	$2,300.00	$ 2,300.00
AY	6.15	Connect new storm drain to existing	EA	9	$2,750.00	$ 24,750.00
AZ	6.16	35-1/2" Storm drain catch basin – double inlet	EA	4	$4,950.00	$ 19,800.00
BA	6.17	6'x6' Storm drain catch basin with grate inlet	EA	3	$8,403.41	$25,210.92
	7.00	Subdivision Sanitary Sewer				
BB	7.01	Field locate existing sewer lateral and connect to new sewer main (bypass pumping may be required)	EA	1	$5,500.00	$ 5,500.00
BC	7.02	Sewer lateral nose-on connection	EA	12	$ 465.00	$ 5,580.00
BD	7.03	4" Sewer pipe PVC DR-35 (depths < 12')	LF	205	$57.78	$ 11,844.90
BD	7.04	6" Sewer pipe PVC DR-35 (depths < 12')	LF	2,191	$62.33	$ 136,565.03
BD	7.05	8" Sewer pipe PVC DR-35 (depths < 12')	LF	2,492	$69.55	$ 173,318.60
BD	7.06	10" Sewer pipe PVC DR-35 (depths < 12')	LF	709	$77.90	$ 55,231.10
BD	7.07	12" Sewer pipe PVC DR-35 (depths < 12')	LF	1,701	$86.82	$ 147,680.82
BD	7.08	CDSD 18" Sewer pipe PVC DR-35 (depths < 12')	LF	417	$126.34	$52,683.78
BE	7.09	8" PVC C900 DR25 (depths > 12')	LF	NOT USED	$ Ø	$ Ø
BE	7.10	10" PVC C900 DR25 (depths > 12')	LF	588	$249.08	$ 146,459.04
BE	7.11	12" PVC C900 DR25 (depths > 12')	LF	NOT USED	$ Ø	$ Ø
BE	7.12	CDSD 18" PVC C900 DR25 (depths > 12')	LF	570	$344.15	$ 196,165.50
BE	7.13	CDSD 24" PVC C900 DR25 (depths > 12')	LF	1,947	$435.95	$ 848,794.65
BF	7.14	CDSD 5' Sewer manhole (depths < 12')	EA	4	$5,520.00	$ 22,080.00
BG	7.15	CDSD 5' Sewer manhole (depths > 12')	EA	NOT USED	$ Ø	$ Ø
BF	7.16	CDSD 6' Sewer manhole (depths < 12')	EA	NOT USED	$ Ø	$ Ø
BG	7.17A	CDSD 6' Sewer manhole (depths > 12')	EA	7	$17,800.00	$ 124,600.00
BG	7.17B	CDSD 6' Sewer manhole (depths > 12') – Drop Manhole	EA	1	$22,500.00	$ 22,500.00
BF	7.18	4' Sewer manhole (depths < 12')	EA	20	$4,200.00	$ 84,000.00
BG	7.19	4' Sewer manhole (depths > 12')	EA	2	$8,865.00	$ 17,730.00
BF	7.20	5' Sewer manhole (depths < 12')	EA	8	$5,520.00	$44,160.00
BG	7.21	5' Sewer manhole (depths > 12')	EA	2	$9,865.00	$19,730.00
	7.22	6' Sewer manhole (depths < 12')	EA	1	$6,900.00	$6,900.00
BG	7.23	6' Sewer manhole (depths > 12')	EA	1	$17,800.00	$ 17,800.00
BH	7.24	Connect new sewer main to existing	EA	5	$ 7,500.00	$ 37,500.00
	8.00	Subdivision Dry Utilities				
BI	8.01	3-4" PVC conduit (between Commerce Drive islands)	LF	1,312	$ 76.00	$ 99,712.00
BJ	8.02	Power poles to be removed	EA	3	$2,175.00	$6,525.00
BK	8.03A	Rocky Mountain Power underground conduit (for power pole relocation)	LS	740	$ 47.00	$ 34,780.00
BL	8.03B	Rocky Mountain Power 7'x12'x8' Vault	EA	1	$25,575.00	$ 25,575.00
BM	8.04	Rocky Mountain Power coordination	LS	1	$5,827.50	$ 5,827.50
BN	8.05	Dominion Energy coordination	LS	1	$5,827.50	$5,827.50

BO	8.06	Signal conduit at 500 N & Commerce Dr	LF	262	$58.50	$ 15,327.00
BP	8.07	Signal boxes and power switch at 500 N & Commerce Dr	EA	7	$3,175	$ 22,225
BQ	8.08	Signal pole foundations at 500 North and Commerce Drive	EA	4	$8,150	$ 32,600
	9.00	Wetland Crossings				
BR	9.01	Retaining walls	SF	1,730	$57.75	$ 99,907.50
BS	9.02	Spring creek waterline loops	EA	1	$ 28,750	$ 28,750
BT	9.03	Open bottom culvert (10'x3')	LF	100	$ 1,450	$ 145,000
BT	9.04	Box culvert (5'x3')	LF	228	$ 3,000	$ 684,000
BT	9.05	30" Reinforced concrete pipe	LF	302	$115.53	$ 34,890.06
AX	9.06	Concrete flared end section with trash guard	EA	3	$ 2,300	$ 6,900
BU	9.07	Railing	LF	121	$ 110.00	$ 13,310.00
	10.00	Spring Creek Detention Basin				
0X	10.01	Rock mulch for flared end and spillway	CY	97	$66.15	$ 6,416.55
BV	10.02	3'X3' Storm drain catch basin	EA	2	$3,340	$ 6,680
BW	10.03	Orifice plate	EA	2	$500	$ 1,000
AD	10.04	Road base access road for offsite utilities (8" depth recycled concrete roadbase 0" to 1-1/2" gradation)	SY	1,729	$ 10.89	$ 18,828.81
AT	10.05	12" Reinforced concrete pipe	LF	40	$75.78	$3,031.20
AT	10.06	18" Reinforced concrete pipe	LF	23	$84.56	$ 1,944.88
AT	10.07	30" Reinforced concrete pipe	LF	686	$115.53	$79,253.58
AU	10.08	5' Storm drain manhole	EA	2	$6,335	$ 12,670
AX	10.09	Flared end section with trash guard	EA	6	$ 2,300	$ 13,800
	11.00	Commerce Drive (North of Burke Lane to Maker Way) – Reference Milestone 4				
0E	11.01	Clear and grub and site preparation	AC	5	$14,000.00	$ 70,000.00
0O	11.02	Asphalt (for roadway)	TON	5,033	$122.40	$616,039.20
0R.2	11.03	Concrete sidewalk (5-in PCC, 5-in UTBC)	SF	3,961	$9.36	$37,074.96
0W	11.04	Commerce Dr median curb	LF	2,367	$21.75	$51,482.25
0U	11.05	Striping 12" white	LF	776	$ 1.90	$ 1,474.40
0U	11.06	Striping arrows	EA	15	$ 25.00	$ 375.00
0V	11.07	Signage	EA	8	$ 900.00	$ 7,200.00
0W	11.08	2.5' Curb and gutter	LF	3,592	$ 21.56	$ 77,443.52
0S	11.09	ADA ramp	EA	8	$ 3,700	$ 29,600.00
0Y	11.10	Site road grading and compacting	AC	NOT USED	$ Ø	$ Ø
AF	11.11	6" Waterline	LF	82	$38.64	$ 3,168.48
AG	11.12 A	6" Waterline fittings	EA	NOT USED	$ Ø	$ Ø
AG	11.12 B	8" Waterline fittings	EA	3	$925	$ 2,775.00
AJ	11.13	8" Water main	LF	368	$51.29	$ 18,874.72
AI	11.14	8" Water gate valve	EA	5	$2975	$ 14,875
AH	11.15	8" Blowoff Valve	EA	NOT USED	$ Ø	$ Ø
AJ	11.16	12" Waterline main	LF	1,689	$89.45	$ 151,081.05

AI	11.17	12" Water gate valve	EA	9	$4675	$42,075
AG	11.18	12" Waterline fitting	EA	6	$1250	$7,500
AF	11.19	Fire hydrant assembly	EA	3	$7,500	$22,500
AK	11.20	Vertical waterline loop	EA	2	$35,250	$70,500
AM	11.21	8" Irrigation main	LF	888	$52.12	$46,282.56
AN	11.22	8" Irrigation fittings	EA	5	$1,000	$5,000
AO	11.23	8" Irrigation gate valve	EA	5	$2,975	$14,875
AM	11.24	10" Irrigation main	LF	605	$69.90	$42,289.50
AN	11.25	10" Irrigation fittings	EA	5	$950	$4,750
AO	11.26	10" Irrigation gate valve	EA	3	$4225	$12,675
AP	11.27	Secondary water drain assembly	EA	2	$4,700	$9,400
AQ	11.28	Secondary water blowoff valve assembly	EA	6	$2,700	$16,200
AR	11.29	Connect new secondary waterline to existing	EA	1	$4,500	$4,500
AT	11.30	15" Reinforced concrete pipe	LF	782	$79.75	$62,364.50
AT	11.31	18" Reinforced concrete pipe	LF	551	$84.56	$46,592.56
AT	11.32	24" Reinforced concrete pipe	LF	557	$94.52	$52,647.64
AT	11.33	30" Reinforced concrete pipe	LF	NOT USED	$ Ø	$ Ø
AT	11.34	36" Reinforced concrete pipe	LF	NOT USED	$ Ø	$ Ø
AU	11.35	4' Storm drain manhole	EA	2	$4,475	$8,950
AV	11.36	35-1/2" Storm drain catch basin	EA	7	$3035	$21,245
AW	11.37	4'x6' Storm drain combination box	EA	9	$6,020	$54,180
AY	11.38	Connect new storm drain to existing	EA	1	$2,750	$2,750
BC	11.39	Sewer lateral nose-on connection	EA	2	$465	$930.00
BD	11.40	6" PVC Sewer	LF	601	$62.33	$37,460.33
BD	11.41	8" PVC Sewer (depths < 12')	LF	448	$69.55	$31,158.40
BD	11.42	10" PVC Sewer (depths < 12')	LF	290	$77.90	$22,591.00
BE	11.43	10" PVC Sewer (depths > 12')	LF	216	$249.08	$53,801.28
BD	11.44	12" PVC Sewer (depths < 12')	LF	NOT USED	$ Ø	$ Ø
BF	11.45	4' Sewer manhole (depths < 12')	EA	3	$4,200	$12,600
BF	11.46	5' Sewer manhole (depths < 12')	EA	4	$5,520	$16,560
BH	11.47	Connect new sewer main to existing	EA	1	$26,915	$26,915
BI	11.48	3-4" PVC conduit	LF	523	$76.00	$39,748
BR	11.49	Retaining walls	SF	5,172	$57.25	$298,683
BS	11.50	Spring Creek waterline loops	EA	2	$34,750	$69,500
BT	11.51	Box culvert (5'x3')	LF	110	$3031.00	$333,410.00
BT	11.52	30" Reinforced concrete pipe (Culvert)	LF	110	$115.53	$12,708.30
BU	11.53	Railing	LF	175	$110.00	$19,250
BX	11.54	Concrete barrier	LF	393	$147.00	$57,771
AS	11.55	1" Secondary water metered connection and lateral	EA	2	$3,000	$6,000
AM	11.56	6" Irrigation main	LF	194	$38.64	$7,496.16
AN	11.57	6" Irrigation fitting	EA	1	$550.00	$550.00
AO	11.58	6" Irrigation gate valve	EA	3	$2,300.00	$6,900.00

AX	11.59	Concrete flared end section with trash guard	EA	NOT USED	$ Ø	$ Ø
0U	11.60	Striping 4" white skipped	LF	3,463	$ 0.15	$ 519.45
0U	11.61	Striping 4" White	LF	3,521	$ 1.90	$ 6,689.90
0U	11.62	Striping 6" White	LF	722	$ 1.90	$ 1,371.80
0U	11.63	Striping double yellow line	LF	45	$ 0.25	$ 11.25
0U	11.64	8" ADS pipe from Spring Creek to Wetland C	LF	160	$ 38.00	$ 6,080
AL	11.65	Connect new culinary waterline to existing	EA	1	$ 4,500	$ 4,500
0W	11.66	Plowable end sections	EA	6	$ 1,870	$ 11,220.00
0P	11.67	Base Course (for roadway – not including sidewalk area)	CY	2,486	$ 35.91	$ 89,272.26
0Q	11.68	Borrow (for roadway – not including sidewalk area)	CY	4,971	$ 30.05	$ 149,378.55
	12.00	Farmington City Park (Reference Construction Drawing Set by JUB Engineers)				
0B	12.01	Mobilization	LS	1	$ 25,000	$ 25,000
0C	12.02	SWPP	LS	1	$ 12,000	$ 12,000
BY	12.03	18" RCP	LF	430	$ 84.56	$ 36,360.80
BY	12.04	30" RCP	LF	250	$ 115.53	$ 28,882.50
BZ	12.05	6'x6' Utility vault	EA	3	$ 5,585	$ 16,755
CA	12.06	Connect to existing control structure	EA	2	$ 3,000	$ 6,000
CB	12.07	Construct inlet/outlet structure	EA	3	$ 7,045	$ 21,135
CC	12.08	Bedding material for pipe	TON	250	$ 22.28	$ 5,570.00
CC	12.09	Bedding material for structures	TON	20	$ 22.28	$ 445.60
CD	12.10	Clear and grub	SY	28,300	$ 3.00	$ 84,900.00
CE	12.11	Strip and stockpile top 8" topsoil	CY	5,060	$ 3.50	$ 17,710.00
CF	12.12	Excavation and offhaul material	CY	8,470	$ 20.71	$ 175,413.70
CG	12.13	Grading	SY	28,300	$ .25	$ 7,075
CH	12.14	Import and place UTBC under future path	TON	500	$ 19.00	$ 9,500
CI	12.15	Hydroseed draught resistance native seed mix	SF	254,700	$ 6.36	$ 40,000
	Total of All Unit Price Base Bid Items					$ 22,574,082.34
	Total Unit Price Base Bid (in words): Twenty two million, five-hundred seventy four thousand, eighty-two and 34/60					

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item,
2. the Contractor or Owner shall be entitled to an adjustment in Unit Price as indicated in Section 00 80 00 - Supplementary Conditions, SC-13.03E, and
3. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	June 27, 2022
2	July 11, 2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: RJT Excavating
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: Billie Peterson
(typed or printed)

Title: Estimator
(typed or printed)

Date: 7-15-22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices: _____

Bidder's Contact:

Name: Billie Peterson
(typed or printed)

Title: Estimator
(typed or printed)

Phone: 801- 989-0001

Email: billie@rjtexcavating.com

Address: 885 Marshall Way N, Layton, UT, 84041

Bidder's Contractor License No.: (if applicable) 5877114-5501

END OF DOCUMENT

EJCDC® C-410, Bid Form for Construction Contracts.
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DOCUMENT 00 43 00
BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: R.J.T. Excavating, Inc. Address *(principal place of business)*: P.O. Box 84 Willard, UT 84340	Name: Atlantic Specialty Insurance Company Address *(principal place of business)*: 6550 S. Millrock Dr., #300 Salt Lake City, UT 84121
Owner Name: Farmington City Farmington City Address *(principal place of business)*: 160 S Main St Farmington City, Utah 84025	**Bid** Project *(name and location)*: Farmington Station Business Park 1525 West Burke Lane Farmington City, Utah Bid Due Date: July 15, 2022

Bond

Penal Sum Amount: Five Percent (5%) of Amount of Bid

Date of Bond: July 15, 2022

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
R.J.T. Excavating, Inc. *(Full formal name of Bidder)*	Atlantic Specialty Insurance Company *(Full formal name of Surety) (corporate seal)*
By: *(signature)*	By: *(Signature) (Attach Power of*
Name: Ryan Thurgood *(Printed or typed)*	Name: J. Michele Burraston *(Printed or typed)*
Title: Pres	Title: Attorney-in-Fact
Attest: *(Signature)*	Attest: *(Signature)*
Name: Billie Peterson *(Printed or typed)*	Name: Fiona McPeak *(Printed or typed)*
Title: Estimator	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice.
(2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF DOCUMENT

EJCDC® C-430, Bid Bond (Penal Sum Form).
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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Chris Lund, Terry H. Buckner, Julie B. Martindale, Rayne Harris, Fiona McPeak, Cindy Sheppick, J. Michele Burraston, Michael H. Gale, Blake Nilsson, C. Brett Nilsson, Andrew Rendon, Michael Gonzales**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of July, 2022

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

CITY COUNCIL AGENDA

For Council Meeting:
August 2, 2022

BUSINESS: **Advice and consent to the appointment of Paul Roberts as City Attorney**

ACTION TO BE CONSIDERED:

Move that the City Council approve the attached Employment Agreement for hiring Paul Roberts

GENERAL INFORMATION:

See staff report prepared by Brigham Mellor, Interim City Manager

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting

FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

SHANE PACE
CITY MANAGER

To: Honorable Mayor and City Council

From: Brigham Mellor, Interim City Manager

Date: August 2nd, 2022

SUBJECT: **Advice and consent to the appointment of Paul Roberts as City Attorney**

RECOMMENDATION

Move that the City Council approve the attached Employment Agreement for hiring Paul Roberts

BACKGROUND

Farmington City has never had an attorney in-house. A private firm and the county handle all civil matters and prosecution for the City. as our community grows, so do demands on our services. Our legal counsel (the law firm of Hayes, Godfrey, Bell, PC) has served us admirably for decades, and for that, we are grateful. We are retaining HGB to continue to assist in the future on contract, a contract that Paul Roberts will manage.

The decision to hire in-house legal representation provides more involvement and participation to avoid legal issues before they become a more significant problem. This strategic hire also allows for a tighter turnaround of information and projects. Right now is the busiest period in the history of Farmington thus far. As North Farmington Station continues to grow and build out, there will be even more legal counsel needed to protect the community as development agreements and contracts become more frequent and complex.

Paul is an experienced Municipal Attorney, having served at both South Salt Lake City and, most recently, he is coming from Syracuse City (he has over 14 years of municipal experience). He is a member of the Utah State Bar [11758]. He graduated top 20% of his class from S.J. Quinney College of Law at the University of Utah. Paul has a Master's degree in English from the University of Reading in the UK and a Bachelor's Degree in History from BYU. We eagerly welcome Paul to our team here at Farmington.

Supplemental Information

1. Employment Agreement
2. Paul Roberts Resume

Respectfully Submitted

Brigham Mellor
Interim City Manager

Farmington City
Employment Agreement

THIS AGREEMENT by and between the Farmington City, State of Utah, a Municipal Corporation of the State of Utah, hereinafter called "the City," and Paul H. Roberts, hereinafter called "City Attorney" is made and entered into as of the _____ of _____, 2022.

WITNESSETH

WHEREAS, the City desires to appoint Paul H. Roberts to be the City Attorney for Farmington City, Utah; and

WHEREAS, it is the desire of the Governing Body of the City, to provide certain benefits and establish conditions of employment; and

WHEREAS, it is the desire of the City to:

1. Secure and retain services of the City Attorney and provide inducement for him to remain in such employment.
2. Make possible full work productivity by assuring the City Attorney's morale and peace of mind with respect to future security; and,
3. Provide a just means for terminating the City Attorney's services at such time as he might be unable, fully, to discharge his duties or when the City may otherwise desire to terminate his employment; and

WHEREAS, the City Attorney desires to accept this appointment and serve as the Farmington City Attorney;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DUTIES.

A. The City hereby agrees to appoint and employ Paul H. Roberts as City Attorney to perform the functions and duties of this office, and to perform other legally permissible and proper duties and functions as the Governing Body may, from time to time, assign.
B. The City Attorney shall report to and be supervised by the City Manager.
C. The City Attorney shall act as legal advisor to the City in all matters pertaining to contracts, questions of legality arising out of law, ordinance or otherwise, and advise all City officers in relation to their official duties.

D. The City Attorney may exercise prosecutorial power, as provided in Utah Code Ann. § 10-3-928. However, the City intends to continue to contract with other attorneys to conduct those prosecutorial services.

SECTION 2. TERM.

A. No Term of Office. The City Attorney shall serve at the pleasure of the Governing Body of the City and nothing herein shall be taken to imply or suggest a term of office or guaranteed tenure. Appointment and removal procedures shall be in accordance with applicable Utah laws and Section 3-1-020 of the Farmington City Municipal Code, as amended. This agreement continues for an indefinite term, until termination by notice as provided herein.

B. No Due Process Protection. The City Attorney acknowledges that pursuant to Utah law and Farmington City Municipal Code, his employment does not have merit protection, nor is it subject to due process prior to discipline or termination. Notwithstanding this provision, the City shall not engage in discrimination against the City Attorney, including termination, for any reason protected under the laws of the United States or State of Utah.

C. Resignation or Retirement. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Attorney to resign or retire at any time from his position with the City. In the event of such resignation or retirement, no severance pay, as set forth in Section 4 of this Agreement, shall be due and owing from the City.

D. Effective Date of Agreement. This agreement shall become binding when all of the following have occurred: (1) the Governing Body of the City has provided advice and consent to the Mayor's appointment of City Attorney; (2) all parties have executed this Agreement; and (3) the City Attorney has reported for duty to the City, upon a date which the City Attorney and the City may agree, but no later than September 26, 2022. This Agreement shall remain in force until such time as modified by mutual consent of the Governing Body and City Attorney or unless terminated as provided in Section 4 of this Agreement.

SECTION 3. SALARY.

The City Attorney's starting gross salary shall be one-hundred fifty-thousand dollars and no cents ($150,000.00) per year. The City Attorney shall be paid bi-weekly in the same manner as all other full-time employees of the City, with starting gross bi-weekly payments of five-thousand seven-hundred sixty-nine dollars and 23 cents ($5,769.23) per two weeks of employment. The City Attorney shall be eligible for increases annually, beginning in June 2023, in the same manner as other full-time employees of the City. After a review of the City Attorney's effectiveness in consolidating and bringing legal counsel in-house and reducing the budget for outside legal expenses to

the City the City may in July 2023 increase his annual salary to one-hundred seventy-five-thousand dollars ($175,000.00) per year.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. The Governing Body may at its pleasure, as prescribed by Farmington City Municipal Code § 3-1-020, remove the City Attorney from office. Except in the case of dismissal due to a malfeasance in office, criminal conduct, disbarment or suspension from the practice of law, insubordination or engaging in conduct unbecoming of a City official, for which termination will be deemed for cause, the Governing Body shall cause the City Attorney, upon his removal, to be paid Severance Pay.

B. For purposes of this agreement, Severance Pay is defined as the combination of:
   (1) All unpaid balances of his salary and benefits due to the date of his removal, as provided in the City's Personnel Policy and Procedures Manual, together with compensation for all accrued vacation leave;
   (2) A lump sum payment equal to his salary for a period of three (3) months, plus one (1) additional month of payment for every year of service completed at the City, subject to a maximum combined total of six (6) months; and
   (3) All benefits – such as health and dental insurance premiums – will be paid or provided by the City at the same rate for a period of the six (6) months immediately following termination.

C. If terminated for cause as described in Section 4(A) of this Agreement, the City Attorney shall only be entitled to unpaid balances of his salary and benefits due to the date of his removal, together with compensation for all accrued vacation leave.

SECTION 5. DISABILITY TERMINATION.

If the City Attorney is permanently and totally disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or other medical reasons for a period, beyond any accrued leave, of four (4) successive weeks or for twenty working days over a thirty working day period, the City shall, consistent with the then applicable provisions of federal and state law (by ways of example but not limited, the Americans with Disabilities Act and/or any similar state statutes) have the option to terminate this Agreement, subject to the severance requirements set out above.

SECTION 6. LEAVE, BENEFITS, RETIREMENT.

A. Benefits Generally. All provisions of the City's Personnel Manual, benefits, and other lawful rules and regulations relating to the vacation, sick leave, retirement, pension system contribution, holidays, health and life insurance, executive leave, and other fringe benefits and working conditions as they now exist or hereafter may be amended or adopted, shall also apply to the City Attorney as they would to employees of the City, unless otherwise provided in this Agreement.

B. Vacation/Sick Leave. Vacation and sick leave will start at inception of employment and will accrue at a rate consistent with other exempt employees within the City for each per pay period and be paid according the City's Policies and Procedures Manual. The City Attorney shall accrue annual vacation leave at the rate consistent with Department Heads, which is seven (7) hours per completion of each fourteen (14) day pay period. The Governing Body has approved a one-time bank of forty (40) hours of vacation leave and forty (40) hours of sick leave, which may be used upon the effective date of this Agreement.

C. Retirement System. The City Attorney is eligible for continued participation in the Utah Retirement Systems Tier 1 Public Employee Noncontributory retirement program. The City shall make all contributions into that program for his retirement benefit, in the same manner as all other full-time employees of the same tier.

SECTION 7. PROFESSIONAL STATUS.

A. It is recognized that the City Attorney is an educated and trained professional and as such, consistent with the nature of the requirements of the position of City Attorney, his working hours will vary. It is understood that the City Attorney must devote time outside of normal office hours attending to the business of the City.

B. The City Attorney shall generally keep normal office hours to facilitate the business of the City, but shall, as agreed upon and directed by the City Manager, be allowed to schedule his time as he deems appropriate to accommodate the varying demands of such job required activities, evening meetings, council meetings, and necessary weekend and holiday work.

SECTION 8. EQUIPMENT, VEHICLE DUES AND SUBSCRIPTIONS.

A. The City agrees to provide equipment for the use of the City Attorney to perform his duties. Such equipment includes but is not limited to a laptop or tablet computer and any other equipment necessary to carry out essential job functions as approved by the Governing Body in its annual budget.

B. The City shall provide to the City Attorney, during the course of his employment, with a City-owned, fueled, insured and maintained vehicle which he may use for City business both inside and outside of City boundaries, including travel to and from authorized conferences, as well as travel to and from his home. Take-home privilege of the vehicle is provided to ensure quick and guaranteed access to a vehicle for travel to the City in an emergency situation that may occur outside of ordinary work hours.

C. Upon City Attorney's resignation or termination, all equipment and the vehicle provided by the City in the City Attorney's possession shall be retained by the City. The City Attorney agrees to expeditiously accommodate the return of the City's property to the City.

D. The City agrees to budget and pay for the professional dues and subscriptions of the City Attorney as he may deem appropriate for his continuation and full participation in associations and organizations necessary and desirable for his

continued professional participation, growth and advancement, for the good of the City.

SECTION 9. PROFESSIONAL DEVELOPMENT AND GENERAL EXPENSES.

A. The City hereby agrees, as it deems appropriate, to budget and pay for the cost of travel, lodging and subsistence expenses of the City Attorney for official travel.
B. The City Attorney shall be allowed at a minimum, to attend conferences of the Utah Municipal Attorney Association, the annual Utah Prosecution Council conference, and the Utah League of Cities and Towns Conferences.

SECTION 10. INDEMNIFICATION.

The City shall defend, save harmless, and indemnify the City Attorney against any tort, professional liability claim, or other legal action or claim arising out of an alleged act or omission occurring in the performance of duties as City Attorney. The City shall provide necessary insurance to cover the City Attorney, including errors and omissions coverage, as are required to give full effect to this indemnification covenant.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Governing Body, in consultation with the City Attorney, may fix any such other terms and conditions of employment as it may, from time to time, determine, provided such terms and conditions are not in conflict with the City's Ordinances governing the City Attorney's duties or state or other applicable law.

SECTION 12. NOTICES.

Notices pursuant to this Agreement shall be given by deposit in the U.S. Mail, postage prepaid, and certified, return receipt requested, addressed as follows:

The City:

City Manager
Farmington City
160 S. Main Street
Farmington, UT 84025

And

The City Attorney:

Paul H. Roberts
[At the address on file with Human Resources]

Personal service of notices upon the City Attorney, either by an uninterested party, or in the presence of one additional City employee, shall also be sufficient notice under this Agreement.

SECTION 13. ENTIRE AGREEMENT, SEVERABILITY.

A. The terms as herein set out constitute the entire agreement between Parties and any changes hereto shall be reduced to writing and agreed upon by both Parties.
B. This Agreement shall be binding upon the benefit of the heirs, executors, and assigns of the Parties. This provision does not authorize the City Attorney to assign this Agreement to any other party or individual.
C. If any provision or portion of this Agreement is or becomes invalid or unenforceable, then the remainder of the Agreement or portion thereof shall be deemed severable and shall not be affected and remain in full force and effect.

SECTION 14. GOVERNING LAW, VENUE.

A. This Agreement shall be governed by the laws of the State of Utah.
B. Venue for any civil action related to the enforcement or interpretation of this Agreement shall lie exclusively in the Second Judicial District of Utah, Farmington Division.

IN WITNESS WHEREOF, FARMINGTON CITY, has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the City Attorney has signed and executed this Agreement, as of the day and year first above written.

DATED this_____ day of _____, 2022.

FARMINGTON CITY, a municipal corporation

_____
Brett Anderson, Mayor

Attest:

_____
DeAnn Carlile, City Recorder

DATED this _____ day of _____, 2022.

_____
Paul H. Roberts, City Attorney

Paul H. Roberts

Utah State Bar Number 11758

EDUCATION

University of Utah, S.J. Quinney College of Law
Juris Doctor Spring 2007, GPA 3.673 (Top 20%)
Utah Law Review: Board Member - Note and Comment Editor: 2006-2007

University of Reading, United Kingdom
Master of Arts: English Texts in History, 1500-1750

Brigham Young University, Provo, Utah
Bachelor of Arts in History

LEGAL EXPERIENCE

Syracuse City **2015 - Current**
City Attorney

Served as solo in-house counsel for Syracuse City, performing legal functions as needed. Responsibilities include: counseling with elected and appointed officials and employees; frequent land use assistance including the negotiation and drafting of development agreements; contract creation and review; human resources matters; claims and risk management; property sales and acquisition; emergency preparation; creation of redevelopment agency areas; extensive and frequent drafting of ordinances; drafting of ADA Transition Plan and Equal Employment Opportunity Plan; response to and preparation for referenda; boundary adjustment; providing training for departments, elected and appointed bodies and departments; applying for and overseeing victim advocate grant and victim services; managing budgets; conducting all City prosecutions.

City of South Salt Lake **2008 - 2015**
Deputy City Attorney

Began as City Prosecutor and progressively given more responsibility with promotion. Responsibilities included: liaison and legal advisor to police, public works, community and economic development, urban livability, recreation, finance/utilities departments; land use and zoning; training police, public bodies and other agencies; public records requests; drafting ordinances; drafting and revising contracts; participation in administrative hearings and civil cases; revising city policies; and other responsibilities in the areas of human resources, animal services and code enforcement, continuity management, ethics, risk management and collections. Prior assignments included supervision and training of prosecuting attorneys and staff, post-conviction proceedings; argument before district and appellate courts; providing training for county and state-wide associations.

Utah State Courts - Third District Court **2007 – 2008**
Attorney Law Clerk

Utah Attorney General's Office **2005 – 2007**
Law Clerk, Criminal Appeals Division

CITY COUNCIL AGENDA

For Council Meeting:
August 2, 2022

SUMMARY ACTION:

- Improvements Agreement with Midway Meadows Development LLC - Farmington Ridge PUD
- Plat Amendment Hansen-Robinson Subdivision

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting

FARMINGTON CITY

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Carly Rowe, Planning Secretary

Date: July 27, 2022

SUBJECT: Farmington Ridge PUD

RECOMMENDATION

Approve the Farmington City Improvements Agreement between Midway Meadows Development LLC and Farmington City for the Farmington Ridge PUD development.

BACKGROUND

The bond estimate for Farmington Ridge PUD Development is $95,982.60 which includes a 10% warranty amount. Midway Meadows Development LLC has submitted a Cash Bond with the City, which matches the bond estimate total.

This bond will be released as improvements are installed by the developer and inspected by the City. Once all of the improvements are installed and inspected, the entire bond, except the warranty amount, will be released. After a warranty period of one year, the warranty bond will be released once all items are accepted as satisfactory by the City.

Respectfully Submitted,

Carly Rowe
Planning Secretary

Review and Concur,

Shane Pace
City Manager

FARMINGTON CITY

IMPROVEMENTS AGREEMENT

(CASH FORM)

THIS AGREEMENT is made by and between Midway Meadows Development LLC (hereinafter "Developer"), whose address is PO Box 150072 Ogden, UT 84415 and Farmington City Corporation, a municipal corporation of the State of Utah, (hereinafter "City"), whose address is 160 South Main, P.O. Box 160, Farmington, Utah, 84025-0160.

WHEREAS, Developer desires to subdivide and/or to receive a permit to develop certain property located within the City, said project to be known as Farmington Ridge PRUD, located at approximately 13865 200 E, in Farmington City; and

WHEREAS, the City will not approve the subdivision or issue a permit unless Developer promise to install and warrant certain improvements as herein provided and security is provided for that promise in the amount of $ 95,982.60.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Installation of Improvements.** The Developer agrees to install all improvements required by the City as specified in the bond estimate prepared by the City for Developer's project which shall be an Exhibit hereto, (the "Improvements"), precisely as shown on the plans, specifications, and drawings previously reviewed and approved by the City in connection with the above-described project, and in accordance with the standards and specifications established by the City, within _____ months from the date of this Agreement. Developer further agrees to pay the total cost of obtaining and installing the Improvements, including the cost of acquiring easements.

2. **Dedication.** Where dedication is required by the City, the Developer shall dedicate to the City the areas shown on the subdivision or development plat as public streets and as public easements, provided however, that Developer shall indemnify the City and its representatives from all liability, claims, costs, and expenses of every nature, including attorneys fees which may be incurred by the City in connection with such public streets and public easements until the same are accepted by the City following installation and final inspection of all of the Improvements and approval thereof by the City.

3. **Cash Deposit.** The Developer has delivered to the City cash or a cashier's check in the aggregate amount of $ 95,982.60 for deposit with the City in its accounts (the "deposit"), which the Developer and the City stipulate to be a

reasonable preliminary estimate of the cost of the Improvements, together with 10% of such cost to secure the warranty of this Agreement and an additional 10% of such cost for contingencies.

4. **Progress Payments.** The City agrees to allow payments from the deposit as the work progresses as provided herein. The City shall, when requested in writing, inspect the construction, review any necessary documents and information, determine if the work completed complies with City construction standards and requirements, and review the City's cost estimate. After receiving and approving the request, the City shall in writing authorize disbursement to the Developer from the Deposit in the amount of such estimate provided that if the City does not agree with the request, the City and Developer shall meet and the Developer shall submit any additional estimate information required by the City. Except as provided in this paragraph or in paragraphs 5 through 7 inclusive, the City shall not release or disburse any funds from the Deposit.

5. **Refund or Withdrawal.** In the event the City determines it is necessary to withdraw funds from the Deposit to complete construction of Improvements, the City may withdraw all or any part of the Deposit and may cause the Improvements (or any part of them) to be constructed or completed using the funds received from the Deposit. Any funds not expended in connection with the completion of said Improvements by the City shall be refunded to Developer upon completion of the Improvements, less an additional 15% of the total funds expended by the City, which shall be retained by the City as payment for its overhead and costs expended by the City's administration in completing the Improvements.

6. **Preliminary Release.** At the time(s) herein provided, the City may authorize release of all funds in the Deposit, except 10% of the estimated cost of the Improvements, which shall be retained in the Deposit until final release pursuant to the next paragraph. Said 10% shall continue as security for the performance by the Developer of all remaining obligations of this Agreement, including the warranty, and may be withdrawn by the City as provided in paragraph 5 above for any breach of such an obligation. The release provided for in this paragraph shall occur when the City certifies that the Improvements are complete, which shall be when the Improvements have been installed as required and fully inspected and approved by the City, and after "as-built" drawings have been supplied as required.

7. **Final Release.** Upon full performance of all of Developer's obligations pursuant to this Agreement, including the warranty obligations of paragraph 26, the City shall notify the Developer in writing of the final release of the Deposit. After giving such notice, the City shall relinquish all claims and rights in the Deposit.

8. **Non-Release of Developer's Obligations.** It is understood and agreed between the parties that the establishment and availability to the City of the Deposit as

herein provided, and any withdrawals form the Deposit by the city shall not constitute a waiver or estoppels against the City and shall not release or relieve the Developer from its obligation to install and fully pay for the Improvements as required in paragraph 1 above, and the right of the City to withdraw from the Deposit shall not affect any rights and remedies of the City against the Developer for breach of any covenant herein, including the covenants of paragraph 1 of this Agreement. Further, the Developer agrees that if the City withdraws from the Deposit and performs or causes to be performed the installation or any other work required of the Developer hereunder, then any and all costs incurred by the City in so doing which are not collected by the City by withdrawing from the Deposit shall be paid by the Developer, including administrative, engineering, legal and procurement fees and costs.

9. **Connection and Maintenance.** Upon performance by Developer of all obligations set forth in this Agreement and compliance with all applicable ordinances, resolutions, rules, and regulations of the City, whether now or hereafter in force, including payment of all connection, review and inspection fees, the City shall permit the Developer to connect the Improvements to the City's water and storm drainage systems and shall thereafter utilize and maintain the Improvements to the extent and in the manner now or hereafter provided in the City's regulations.

10. **Inspection.** The Improvements, their installation, and all other work performed by the Developer or its agents pursuant to this Agreement shall be inspected at such times as the City may reasonably require and prior to closing any trench containing such Improvements. The City shall have a reasonable time of not less than 24 hours after notice in which to send its representatives to inspect the Improvements. Any required connection and impact fees shall be paid by the Developer prior to such inspection. In addition, all inspection fees required by the ordinances and resolutions shall be paid to the City by the Developer prior to inspection.

11. **Ownership.** The Improvements covered herein shall become the property of the City upon final inspection and approval of the Improvements by the City, and the Developer shall thereafter advance no claim or right of ownership, possession, or control of the Improvements.

12. **As-Built Drawings.** The Developer shall furnish to the City, upon completion of the Improvements, drawings showing the Improvements, actual location of water and sewer laterals including survey references, and any related structures or materials as such have actually been constructed by the Developer. The City shall not be obligated to release the Deposit until these drawings have been provided to the City.

13. **Amendment.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

14. **Successors.** No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld. When validly assigned or transferred, this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

15. **Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient is sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

16. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as is this Agreement had been executed with the invalid portions eliminated.

17. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

18. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instruments, and each such counterpart shall be deemed an original.

19. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

20. **Captions.** The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

21. **Integration.** This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

22. **Attorney's Fees.** In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and

expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

23. **Other Bonds.** This Agreement and the Deposit do not alter the obligation of Developer to provide other bonds under applicable ordinances or rules of any other governmental entity having jurisdiction over Developer. The furnishing of security in compliance with the requirements of the ordinances or rules of other jurisdictions shall not adversely affect the ability of the City to draw on the Deposit as provided herein.

24. **Time of Essence.** The parties agree that time is of the essence in the performance of all duties herein.

25. **Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

26. **Warranty.** The Developer hereby warrants that the Improvements installed, and every part hereof, together with the surface of the land and any improvements thereon restored by the Developer, shall remain in good condition and free from all defects in materials, and/or workmanship during the Warranty Period, and the Developer shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, or equipment during the Warranty Period, without charge or cost to the City. The City may at any time or times during the Warranty Period inspect, photograph, or televise the Improvements and notify the Developer of the condition of the Improvements. The Developer shall thereupon immediately make any repairs or corrections required by this paragraph. For purposes of this paragraph, "Warranty Period" means the one-year period beginning on the date on which the Improvements are certified complete by the City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives this 30th day of June, 2022

CITY:

FARMINGTON CITY CORPORATION

By: _____

Brett Anderson Mayor

ATTEST:

_____

DeAnn Carlile, City Recorder

DEVELOPER:

_____

By: Aaron Mueller

Its: Owner. M. Member

DEVELOPERS ACKNOWLEDGEMENT

(Complete if **Developer** is an **Individual**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Corporation**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____, who being by me duly sworn did say that he/she is the _____ of _____ a _____ corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Partnership**)

STATE OF UTAH)
:ss.
COUNTY OF _____)

On this _____ day of _____, 20___, personally appeared before me, _____, who being by me duly sworn did say that he/she/they is/are the _____ of _____ , a partnership, and that the foregoing instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-laws and signed in behalf of said partnership.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

****

(Complete if **Developer** is a **Limited Liability Company**)

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On this 30th day of June, 2022, personally appeared before me Aaron Mueller who being by me duly sworn did say that he or she is the owner/Man. member of Midway Meadows Development LLC, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

Amy Rae
NOTARY PUBLIC
Residing in Davis County, Utah.

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the _____ day of _____, 20___, personally appeared before me Brett Anderson and DeAnn Carlile who, being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Farmington City Corporation, and said persons acknowledged to me that said corporation executed the foregoing instrument.

_____
NOTARY PUBLIC
Residing in _____ County, _____.

Receipt No: 8.008405 Jun 29, 2022

PACIFIC RIM INVESTMENTS/FARM.RIDGE PUD

Previous Balance:	.00
PLANNING @ ZONING	
CASH BOND/DEVELOPER	95,982.60
10-225200	
DEVELOPER BONDS HELD & PAYABLE	
Total:	95,982.60
CHECK	
Check No: 8659280	95,982.60
Payor:	
PACIFIC RIM INVESTMENTS/FARM.RIDGE PUD	
Total Applied:	95,982.60
Change Tendered:	.00

06/29/2022 8:29 AM

FARMINGTON CITY CORP.
160 SOUTH MAIN
P.O. BOX 160
FARMINGTON UT 84025 801-451-2383

Farmington Ridge PUD
Bond Estimate Updated with Work Completed
June 23, 2022

Storm Drain

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw
15" RCP Pipe (Includes Bedding and Fill)	330	LF	$ 30.00	$ 9,900.00		
Standard Inlet Box	0	EA	$ 2,500.00	$ 0.00		
Control Box	1	EA	$ 5,000.00	$ 5,000.00		
SD Manhole	1	EA	$ 5,000.00	$ 5,000.00		
Bioswale Detention/Retention Basin	1	EA	$ 12,000.00	$ 12,000.00		
SWPPP	1	LS	$ 7,000.00	$ 7,000.00		
Subtotal				**$ 38,900.00**		
10% Warranty Bond				**$ 4,140.00**		
Total				**$ 43,040.00**		

Sanitary Sewer

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw
8" PVC DR-35	0	LF	$ 40.00	$ 0.00		
48" Sewer Manhole	0	EA	$ 3,000.00	$ 0.00		
Connect to Existing	0	EA	$ 4,000.00	$ 0.00		
Sewer Lateral	0	EA	$ 1,700.00	$ 0.00		
Subtotal				**$ 0.00**		
10% Warranty Bond				**$ 2,980.00**		
Total				**$ 2,980.00**		

Culinary Water

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw
Connect to Existing	0	EA	$ 4,000.00	$ 0.00		
8" PVC C-900 DR 14 Culinary Water	0	LF	$ 50.00	$ 0.00		
8" Fittings	0	EA	$ 1,000.00	$ 0.00		
Water Lateral	0	EA	$ 6,000.00	$ 0.00		
Fire Hydrant	0	EA	$ 5,000.00	$ 0.00		
Subtotal				**$ 0.00**		
10% Warranty Bond				**$ 5,700.00**		
Total				**$ 5,700.00**		

Road Improvements

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw
Clear and Grub	0.1	LS	$ 20,000.00	$ 2,000.00		
Rough Grade	1	LS	$ 5,000.00	$ 5,000.00		
Sawcut Asphalt	240	LF	$ 4.00	$ 960.00		
Curb and Gutter w/ Base	0	LF	$ 20.00	$ 0.00		
Sidewalk w/ Base	80.00	SF	$ 5.50	$ 440.00		
Waterway Concrete Replacment	70.00	SF	$ 13.00	$ 910.00		
12" Road Base	0	SF	$ 1.30	$ 0.00		
3" Asphalt Road	10820	SF	$ 2.50	$ 27,050.00		
Subtotal				**$ 36,360.00**		
10% Warranty Bond				**$ 7,902.60**		
Total				**$ 44,262.60**		

Total Bond	**$ 95,982.60**

Cash Deposits

Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	10820	SF	$ 0.24	$ 2,597
Street Signs	3	EA	$ 300.00	$ 900
Street Light Connection Fee	1	EA	$ 100.00	$ 100

FARMINGTON

Historic Beginnings - 1847

PLANNING AND ZONING RECEIPT INFORMATION

Name Farmington Ridge PUD / Aaron Mueller

Application No. S-11-21

Project Address 1396 SO. 200E.

Date 11.10.2021

Amount	Application	Account #
$_____	Annexation	10-340-310
$_____	Board of Adjustment	10-340-380
$ 227,949.00	Cash Bond	10-225-200
$_____	Conditional Use/Temporary Use	10-340-370
$_____	Street Lighting Deposit	38-390-349
$_____	Development Inspection Fee	10-340-350
$_____	Fire	43-351-180
$_____	Park Development Fee	42-351-180
$_____	Planned Unit Development	10-340-330
$_____	Professional Service Fee	10-340-301
$_____	Rezone or General Plan Amendment Application	10-340-320
$_____	Street Signs	38-390-346
$_____	Site Development Review/Lot Line Adjustment/Project Master Plan/ Special Exception/Boundary Adjustment/Administrative - Determination/Conservation Easement Amendment/ Mixed Use Development Plan Review	10-340-340
$_____	Slurry Seal	38-390-345
$_____	SPARC Fee (Site Plan & Architectural Review Committee)	10-340-303
$_____	SPARC Deposit (Site Plan & Architectural Review Committee)	10-225-400
$_____	Storm Drainage Fee (EAST)	54-351-180
$_____	Storm Drainage Fee (WEST)	54-351-190
$_____	Street Name Change/Street Vacation or Dedication	10-340-330
$_____	Subdivision/Metes and Bounds or Minor	10-340-330
$_____	Subdivision Plat Review (Schematic)	10-340-330
$_____	Subdivision/Preliminary Plat	10-340-330
$_____	Subdivision/Final Plat/Plat Amendment	10-340-330
$_____	Transportation Impact Fee	38-351-180
$_____	Water Development Fee	51-351-190
$_____	Police	37-351-180
$_____	Publications and/or Copies/GRAMA Requests	10-361-930
$_____	Other:	_____

$ ~~227,949.00~~ TOTAL

95,982.60

see 6/23 update

Farmington Ridge PUD
Bond Estimate
November 3, 2021

Storm Drain

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw
15" RCP Pipe (Includes Bedding and Fill)	330	LF	$ 30.00	$ 9,900		
Standard Inlet Box	1	EA	$ 2,500.00	$ 2,500		
Control Box	1	EA	$ 5,000.00	$ 5,000		
SD Manhole	1	EA	$ 5,000.00	$ 5,000		
Bioswale Detention/Retention Basin	1	EA	$ 12,000.00	$ 12,000		
SWPPP	1	LS	$ 7,000.00	$ 7,000		
Subtotal				**$ 41,400**		
10% Warranty Bond				**$ 4,140**		
Total				**$ 45,540**		

Sanitary Sewer

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw
8" PVC DR-35	240	LF	$ 40.00	$ 9,600		
48" Sewer Manhole	2	EA	$ 3,000.00	$ 6,000		
Connect to Existing	1	EA	$ 4,000.00	$ 4,000		
Sewer Lateral	6	EA	$ 1,700.00	$ 10,200		
Subtotal				**$ 29,800**		
10% Warranty Bond				**$ 2,980**		
Total				**$ 32,780**		

Culinary Water

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw
Connect to Existing	1	EA	$ 4,000.00	$ 4,000		
8" PVC C-900 DR 14 Culinary Water	180	LF	$ 50.00	$ 9,000		
8" Fittings	3	EA	$ 1,000.00	$ 3,000		
Water Lateral	6	EA	$ 6,000.00	$ 36,000		
Fire Hydrant	1	EA	$ 5,000.00	$ 5,000		
Subtotal				**$ 57,000**		
10% Warranty Bond				**$ 5,700**		
Total				**$ 62,700**		

Road Improvements

Item	Quantity	Unit	Unit Cost	Bond Amount	Bond Released	Current Draw
Clear and Grub	1	LS	$ 20,000.00	$ 20,000		
Rough Grade	1	LS	$ 5,000.00	$ 5,000		
Sawcut Asphalt	240	LF	$ 4.00	$ 960		
Curb and Gutter w/ Base	530	LF	$ 20.00	$ 10,600		
Sidewalk w/ Base	80.00	SF	$ 5.50	$ 440		
Waterway Concrete Replacment	70.00	SF	$ 13.00	$ 910		
12" Road Base	10820	SF	$ 1.30	$ 14,066		
3" Asphalt Road	10820	SF	$ 2.50	$ 27,050		
Subtotal				**$ 79,026**		
10% Warranty Bond				**$ 7,903**		
Total				**$ 86,929**		

Total Bond				**$ 227,949**		

Cash Deposits

Item	Quantity	Unit	Unit Cost	Bond Amount
Slurry Seal	10820	SF	$ 0.24	$ 2,597
Street Signs	3	EA	$ 300.00	$ 900
Street Lights	1	EA	$ 3,200.00	$ 3,200

FARMINGTON CITY

FARMINGTON
HISTORIC BEGINNINGS • 1847

BRETT ANDERSON
MAYOR

ROGER CHILD
SCOTT ISAACSON
MELISSA LAYTON
ALEX LEEMAN
AMY SHUMWAY
CITY COUNCIL

SHANE PACE
CITY MANAGER

To: Honorable Mayor and City Council

From: David Petersen, Community Development Director

Date: August 2, 2022

SUBJECT: PLAT AMENDMENT – Hansen–Robinson Subdivision – Plat Amendment (S-17-22)

Property Owners: Ashley J. & Steffanie Robison (Applicant) and Association of Unit Owners of Somerset Hollow PUD

RECOMMENDATION

Move that the City Council approve the Hansen–Robinson Subdivision plat amendment subject to all applicable Farmington City Ordinances and Development Standards, which amendment constitutes a boundary adjustment incorporating a portion of Somerset Hollow PUD common area (no new lot is created).

Findings for Approval:

1. The property owners of Lot 1 of the Hanson–Robinson Subdivision (TaxID: 08-643-0001) have been maintaining a portion of adjacent Somerset Hollow PUD common area (approx. 700 sq. feet) for over 14 years, and received the approval of the HOA to implement the boundary adjustment.
2. The Somerset Hollow HOA distributed a copy of the Robinson boundary adjustment proposal to all of its members and received unanimous support for the request.
3. The 700 square ft. areas is used for landscaping/open space purposes only, and the applicant intends to maintain it as such in the future.
4. The Somerset Hollow development meets City open space area requirements for PUDs now and after the loss of 700 sq. feet

BACKGROUND

The Robinson's, owners of Lot 1 of the Hanson–Robinson Subdivision (TaxID: 08-643-0001) and the Somerset Hollow HOA, owner of the parcel 08-046-0073) of the Somerset Hollow PUD would like to amend their plats to incorporate 700 sq. feet from the common area into Lot 1.

Narrative by Robinson's:
"With the Somerset HOA Board approval, we are purchasing a small (700 square foot) parcel of land, parcel number 510790, from the Somerset HOA. This parcel is adjacent to the north side of our property, address 2016 Kingston Road, which we only recently learned was not part of our deeded lot but rather belonged to the HOA. The prior owner of our property stated at the time of sale that the parcel in question was included in our purchase. We have maintained the property for over 14 years, including the maintenance of the sprinkler system which is attached to ours, and removing dead and damaged trees at our cost. We are planning to include this parcel in our backyard landscaping project this summer".

Supplemental Information

1. Vicinity Map
2. Proposed plat amendment/boundary adjustment.

Respectfully Submitted

David Petersen

David Petersen
Community Development Director

Concur

Shane E. Pace

Shane Pace
City Manager

Farmington City Information



7/27/2022, 9:52:59 AM

Farmington City Boundary Parcels

Address Points

1:2,121

0 0.01 0.03 0.05 mi

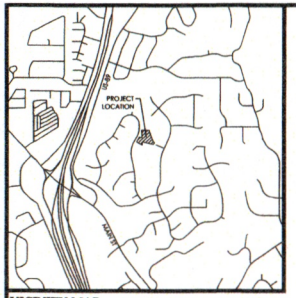
0 0.02 0.04 0.08 km

Farmington City

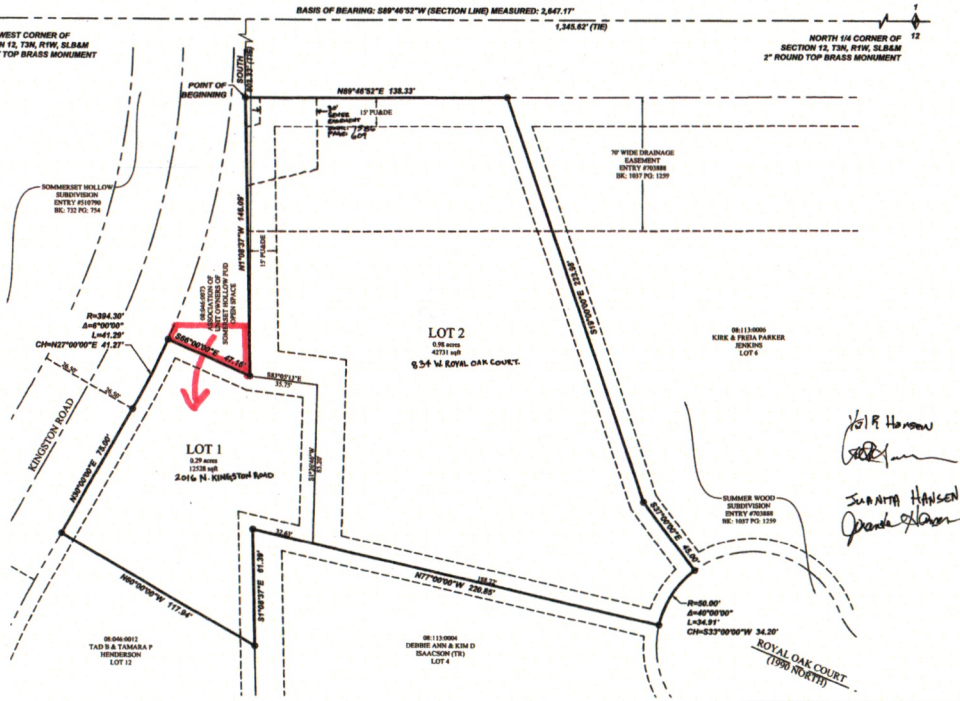
See web site for license constraints.

HANSEN-ROBINSON SUBDIVISION

(AMENDING LOT 5, SUMMER WOOD SUBDIVISION &
LOT 13,SOMERSET HOLLOW SUBDIVISION)
LOCATED IN THE NW1/4 OF SECTION 12, T3N, R1W,
SALT LAKE BASE & MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH



VICINITY MAP
N.T.S



GRAPHIC SCALE

30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Davis

ON THE 29th DAY OF October, 20 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Davis IN SAID STATE OF UTAH, Steffanie Robinson THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED.

MY COMMISSION EXPIRES: Nov 21, 2023
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Davis COUNTY

MY COMMISSION No. 709288
Heidi Bouck
PRINTED FULL NAME OF NOTARY

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- BOUNDARY MARKER

NOTES

1. #5 REBAR & CAP (FOCUS ENG.) TO BE SET AT ALL REAR LOT CORNERS UNLESS NOTED OTHERWISE.
2. 7.5' PUBLIC UTILITY AND DRAINAGE EASEMENTS UNLESS NOTED OTHERWISE AS SHOWN.

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

06/30/2020
Date

BOUNDARY DESCRIPTION

All of Lot 13, Somerset Hollow Subdivision, according to the Official Plat thereof recorded as Entry No. 510790 in Book 732 at Page 754 in the Office of the Davis County Recorder and all of Lot 5, Summer Wood Subdivision, according to the Official Plat thereof recorded as Entry No. 703888 in Book 1037 at Page 1259 in the Office of the Davis County Recorder, located in the Northwest Quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the northwesterly corner of Lot 5, Summer Wood Subdivision, according to the Official Plat thereof recorded as Entry No. 703888 in Book 1037 at Page 1259 in the Office of the Davis County Recorder, said corner located S89°46'52"W 1,345.62 feet along the Section Line and South 802.33 feet from the North 1/4 Corner of Section 12, T3N, R1W, SLB&M; running thence along said Lot 5 the following five (5) courses: (1) N89°46'52"E 138.33 feet; thence (2) S19°00'00"E 223.98 feet; thence (3) S37°00'00"E 45.00 feet; thence (4) southwesterly along the arc of a non-tangent curve to the left having a radius of 50.00 feet (radius bears: S36°59'43"E) a distance of 34.91 feet through a central angle of 40°00'00" Chord: S33°00'00"W 34.20 feet; thence (5) N77°00'00"W 220.85 feet to a point on the easterly line of Lot 13, Somerset Hollow Subdivision, according to the Official Plat thereof recorded as Entry No. 510790 in Book 732 at Page 754 in the Office of the Davis County Recorder; thence along said Lot 13 the following five (5) courses: (1) S01°08'37"E 61.39 feet; thence (2) N60°00'00"W 117.94 feet; thence (3) N30°00'00"E 75.00 feet; thence (4) along the arc of a curve to the left with a radius of 394.30 feet a distance of 41.29 feet through a central angle of 06°00'00" Chord: N27°00'00"E 41.27 feet; thence (5) S60°00'00"E 47.16 feet to the westerly line of said Lot 5; thence along said westerly line N01°08'37"W 146.89 feet to the point of beginning.

Contains: 55,258 square feet or 1.27 acres+/-
8 FORMER.

PROFESSIONAL LAND SURVEYOR SPENCER W. LLEWELYN 06/30/20 STATE OF UTAH

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT

HANSEN-ROBINSON SUBDIVISION
(AMENDING LOT 5, SUMMER WOOD SUBDIVISION &
LOT 13,SOMERSET HOLLOW SUBDIVISION)

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO FARMINGTON CITY, DAVIS COUNTY, UTAH, ALL EASEMENTS AS SHOWN ON THIS PLAT AS PUBLIC UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY FARMINGTON CITY.

SIGNED THIS 9th DAY OF September, 20 20

Ashley James Robinson
Steffanie Robinson
Ashley J Robinson

Val R Hansen
Judith A Hansen

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Davis

ON THE 9th DAY OF September, 20 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Davis IN SAID STATE OF UTAH, Ashley James Robinson THE PERSON SIGNING THE FOREGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN DESCRIBED. Val R Hansen Judith A Hansen

MY COMMISSION EXPIRES: 4/8/2024
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Davis COUNTY

MY COMMISSION No. 712490
Nov 16, 2020
DeAnn P Carlile
PRINTED FULL NAME OF NOTARY

DeAnn P Carlile

BENCHLAND IRRIGATION

APPROVED THIS 21st DAY OF June A.D., 20 20 BY THE BENCHLAND IRRIGATION COMPANY.

REPRESENTATIVE

FARMINGTON CITY SEAL MUNICIPAL CORPORATION NOV 21, 1915 Davis County, Utah

CENTRAL DAVIS SEWER DISTRICT

APPROVED THIS 31st DAY OF August A.D., 20 20 BY THE CENTRAL DAVIS SEWER DISTRICT.

REPRESENTATIVE

PLANNING COMMISSION

APPROVED THIS 22nd DAY OF September 20 20, BY THE FARMINGTON CITY PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

CITY ENGINEER

APPROVED AS TO FORM THIS 23rd DAY OF September, A.D., 20 20.

FARMINGTON CITY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM THIS 15th DAY OF September, A.D., 2020

FARMINGTON CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE FARMINGTON CITY COUNCIL THIS 14 DAY OF September, 20 20, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR

ATTEST: CITY RECORDER

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

RECORDED # 3316648

STATE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF Farmington City

DATE 11-18-2020 TIME 11:33 a.m. BOOK 7480 PAGE 1069

$ 34.00 FEE

By: Heidi Bouck

Richard T. Maughan
COUNTY RECORDER

Z:\2020\20-0193 Somerset Hollow Amendment\Design 20-0193\Dwg\sheets\C3 - FINAL PLAT.dwg

Month of June 2022	BUILDING ACTIVITY REPORT - JULY 2021 THRU JUNE 2022				
RESIDENTIAL	**PERMITS THIS MONTH**	**DWELLING UNITS THIS MONTH**	**VALUATION**	**PERMITS YEAR TO DATE**	**DWELLING UNITS YEAR TO DATE**
NEW CONSTRUCTION **********					
SINGLE FAMILY	10	10	$2,500,712.51	161	161
DUPLEX	0	0	$0.00	0	0
MULTIPLE DWELLING	1	30	$2,490,493.46	5	355
CARPORT/GARAGE	1		$112,989.93	125	
OTHER RESIDENTIAL	0	0	$0.00	18	
SUB-TOTAL	12	40	$5,104,195.90	309	516
REMODELS / ALTERATION / ADDITIONS **********					
BASEMENT FINISH	3		$21,362.00	78	
ADDITIONS/REMODELS	5		$687,194.40	69	
SWIMMING POOLS/SPAS	4		$131,808.88	73	
OTHER	19		$329,607.00	263	
SUB-TOTAL	31		$1,169,972.28	483	
NON-RESIDENTIAL - NEW CONSTRUCTION **********					
COMMERCIAL	1		$215,000.00	16	
PUBLIC/INSTITUTIONAL	0		$0.00	0	
CHURCHES	0		$0.00	0	
OTHER	2		$29,800.00	41	
SUB-TOTAL	3		$244,800.00	57	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL **********					
COMMERCIAL/INDUSTRIAL	4		$444,960.00	63	
OFFICE	0		$0.00	2	
PUBLIC/INSTITUTIONAL	0		$0.00	2	
CHURCHES	0		$0.00	0	
OTHER	0		$0.00	21	
SUB-TOTAL	4		$ 444,960.00	88	
MISCELLANEOUS - NON-RESIDENTIAL **********					
MISC.	0		$0.00	9	
SUB-TOTAL	0		$0.00	0	
TOTALS	50	40	$6,963,928.18	946	516