



CITY COUNCIL AGENDA

PUBLIC NOTICE is hereby given that the City Council of Spanish Fork, Utah, will hold a regular public meeting in the Council Chambers in the City Office Building, **40 South Main Street**, Spanish Fork, Utah, commencing at **6:00 p.m. on March 5, 2013**.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITIONS:

- a. Pledge, led by invitation
- b. Justin Best Footing Award

2. PUBLIC COMMENTS:

Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comment will be limited to three minutes per person. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing. The Mayor or Council may restrict the comments beyond these guidelines.

3. COUNCIL COMMENTS:

4. SPANISH FORK 101: Web Interactive Map – Shawn Beecher

5. CONSENT ITEMS:

These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.

- a. * Minutes of Spanish Fork City Council Meeting – February 19, 2013
- b. * Inspection and Testing Services Agreement
- c. * Golf Cart Lease Agreement

6. PUBLIC HEARING:

- a. * Gary Carter Zone Change – This proposal would change the zoning of approximately two acres located at 450 West 100 South from R-1-8 to R-3

7. NEW BUSINESS:

- a. * Adding “Woodhouse Field” to the name of the Spanish Fork/Springville Airport

8. CLOSE SESSION:

- a. Land Acquisition

ADJOURN:

* Supporting documentation is available on the City's website www.spanishfork.org

Notice is hereby given that:

- In the event of an absence of a quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Spanish Fork City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that Chapter.
- This agenda is also available on the City's webpage at www.spanishfork.org

SPANISH FORK CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. The public is invited to participate in all Spanish Fork City Council Meetings located at 40 South Main St. If you need special accommodation to participate in the meeting, please contact the City Manager's Office at 804-4530.

Tentative Minutes
Spanish Fork City Council Meeting
February 19, 2013

Elected Officials Present: Mayor Pro Tem Steve Leifson; Councilmembers Rod Dart, Keir A. Scoubes, Richard Davis, Brandon Gordon; Absent: Mayor G. Wayne Andersen.

Staff Present: David Oyler, City Manager; Junior Baker, City Attorney; Seth Perrins, Assistant City Manager; Dave Anderson; Community Development Director; Chris Thompson, Public Works Director; Dale Robinson, Parks & Recreation Director; Kent Clark City Recorder/Finance Director; Steve Adams, Public Safety Director; Angie Warner, Deputy Recorder.

Citizens Present: R. Jay Irvine, Sharlene Irvine, Loa Schwartz, Lana S. Smith, Thad Jensen, Robert D. Pagnani, Chelsea Horner, Gary Schwartz, Lana Creer Harris, Cary Hanks, Glen Bradford, Spencer Wilde, Troy Wilde, David Lee, Justin Lee, Valerie Roberts, Rick McBride, Kiley Hix, Johnny McCoy, Clint Argyle, Boyd Jacobson, Maxine Jacobson, Gabe Pastrana, Andrew Gunyan, Daniel Gunyan, Allen Swenson, Carol Swenson, Kelly Butler, Jason Irvine, Jamie Evans.

CALL TO ORDER, PLEDGE, RECOGNITION:

Mayor Pro Tem Leifson called the meeting to order at 6:00 p.m.

Justin Lee led in the pledge of allegiance.

PUBLIC COMMENTS:

Troy Wilde is requesting a yellow yield turn light be implemented at the Center Street and Highway 6 intersection traffic signal.

Chris Thompson said city staff will forward Mr. Wilde's request to UDOT.

COUNCIL COMMENTS:

Councilman Scoubes gave an update that the solid waste board is still working on the budget.

CONSENT ITEMS:

- a. Minutes of Spanish Fork City Council Meeting – February 5, 2013
- b. Williams Purchase Agreement
- c. Hansen Purchase Agreement
- d. Powerhouse Road Drain Line Bid Award

Councilman Dart made a **Motion** to **approve** the consent items.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

PUBLIC HEARING:

Ordinance #03-13 Vacating a Portion of Williams Lane

Junior Baker explained that this request came from the Precorp business so they can expand their facility. Mr. Baker pointed out on the map the section of William's Lane that would be vacated.

49 Councilman Davis made a **Motion** to move into Public Hearing.
50 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:09 p.m.

51
52 Mayor Pro Tem Leifson welcomed any public comment.

53
54 There was none.

55
56 Councilman Davis made a **Motion** to move out of Public Hearing.
57 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:09 p.m.

58
59 Councilman Dart made a **Motion** to **approve** the Ordinance #03-13 Vacating a Portion of
60 Williams Lane.

61 Councilman Scoubes **Seconded** and the motion **Passed** all in favor with a roll call vote.

62
63 **Donation to Rotary Club in the form of a fee waiver for rental of the Ponderosa Building for a**
64 **fundraiser event**

65 Robert Pagnani, chairman of the Utah Elks Club, clarified that the donation request is for the
66 Utah Elks Club and not the Rotary Club and if the fee is waived, that is more money that will go
67 to the veteran's hospital.

68
69 Junior Baker explained that anytime the City is asked to make a donation, even if it is to waive a
70 fee, it's required to hold a public hearing.

71
72 Councilman Scoubes made a **Motion** to move into Public Hearing.
73 Councilman Dart **Seconded** and the motion **Passed** all in favor at 6:12 p.m.

74
75 Mayor Pro Tem Leifson welcomed any public comment.

76
77 Thad Jensen commented that the veteran's hospital is a great new thing. The cost of the
78 construction for the building is \$13 million. The funds that are donated from the fundraiser will
79 help furnish the rooms.

80
81 Councilman Davis made a **Motion** to move out of Public Hearing.
82 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:14 p.m.

83
84 Councilman Dart made a **Motion** to **approve** the donation to the Utah Elks Club in the form of a
85 fee waiver for rental of the Ponderosa Building for a fundraiser event.

86 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

87
88 **Airport Expansion General Plan Amendment & Zone Change**

89 Dave Anderson said it has been proposed to amend the General Plan and make a zone change
90 from agricultural to industrial 1 at the northeast end of the runway to help facilitate the airport.
91 City Staff, Development Review Committee and the Planning Commission recommend approval
92 of the change.

93
94 Councilman Scoubes made a **Motion** to move into Public Hearing.
95 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:20 p.m.

96
97 Mayor Pro Tem Leifson welcomed any public comment.

98

99 There was none.

100
101 Councilman Davis made a **Motion** to move out of Public Hearing.

102 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 6:21 p.m.

103

104 Councilman Davis made a **Motion** to **approve** the Airport Expansion General Plan Amendment
105 Councilman Dart **Seconded** and the motion **Passed** all in favor.

106

107 Councilman Gordon made a **Motion** to **approve** the Airport Expansion Zone Change from
108 Agricultural to Industrial 1.

109 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

110

111 **NEW BUSINESS:**

112 **Amendment to the Fritzi Site Plan Phasing Agreement**

113 Junior Baker explained that approximately 3 years ago there was a phasing agreement done to
114 improve the Fritzi building. The phasing plan required improvements based on rental of square
115 footage. Fritzi is asking to amend the agreement to increase the square footage. Mr. Baker said
116 a second request is to waive the masonry wall required on the south side of the property. Mr.
117 Baker explained the purpose of this request is because Fritzi has a tentative agreement with
118 Habitat for Humanity to rent square footage in the building, which would cause the next phase of
119 improvements to be due.

120

121 Mayor Pro Tem Leifson asked if there was a representative present for Fritzi.

122

123 There was no one present.

124

125 Kylee Hix with Habitat for Humanity explained that they have been looking for a location to put a
126 ReStore facility. At this location the public can purchase building materials at a discounted rate.
127 They receive mostly donations to fill the store and doing this helps keep a lot of items out of the
128 transfer stations. If the city does not approve the amendment to the agreement, then habitat
129 would have to look for a different location.

130

131 Councilman Davis commented that there are already two businesses renting square footage in
132 the Fritzi building and by the phasing agreement the masonry wall should have already been put
133 in.

134

135 Dave Anderson commented that the City does not have any information on the businesses in the
136 Fritzi building.

137

138 Clint Argyle lives on Cal Pac Avenue, commented that he would like Habitat for Humanity to
139 come but he would also like the improvements done to the facility. If the masonry wall is waived
140 then the cost for the fence should be put towards other improvements. Mr. Argyle also asked
141 what inspections are required for the improvements.

142

143 Councilman Gordon asked what are the triggers.

144

145 Dave Anderson reviewed a few of the phases and what they include.

146

147 Councilman Scoubes clarified that decisions made tonight need to be made with the Fritzi
148 agreement. Councilman Scoubes would like Habitat for Humanity to come to Spanish Fork, but
149 we need to follow agreements already made.

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Rick McBride with Habitat for Humanity explained some their communications with Mr. Tandler.

Mayor Pro Tem Leifson would like to table this item until the city can speak with Mr. Tandler, the owner of Fritzi.

Kelly Butler asked what road would be improved first Arrowhead or Cal Pac Avenue.

Dave Anderson said Arrowhead would be first, then Cal Pac Avenue.

Councilman Scoubes made a **Motion to Table** the Amendment to the Fritzi Site Plan Phasing Agreement for up to 60 days until Mr. Tandler can be present.

Councilman Dart **Seconded** and the motion **Passed** all in favor.

Adoption of Spanish Fork Springville Airport Layout Plan Update

Chris Thompson said the city received a grant from the FAA to update the airport plan. A few changes are the extension of the runway, the weight limit on the runway and working with wetland issues. The airport board and city staff recommend approval.

Councilman Scoubes asked if this changes the class of planes that can come in.

Chris Thompson said it will.

Councilman Davis made a **Motion to approve** the Adoption of the Spanish Fork Springville Airport Layout Plan Update.

Councilman Dart **Seconded** and the motion **Passed** all in favor.

Ordinance #04-13 Food Vendor Business License

Junior Baker explained that at the last meeting the City Council requested to have a committee meet and come to a decision for the fee. Mr. Baker added the residential home deliveries to the ordinance and then the decision on the fee was \$120.00 per year.

Councilman Scoubes clarified that the itinerant merchant fee is one fee, the food mobile vendor fee is different & separate. Councilman Scoubes asked what gain does the city and the citizens get with the lowered fee.

Councilman Dart commented that it could draw citizen's downtown and hopefully, visit other businesses.

Councilman Davis agrees with the changes to the ordinance.

Councilman Davis made a **Motion to approve** the Ordinance #04-13 Food Vendor Business License.

Councilman Scoubes **Seconded** and the motion **Passed** all in favor with a roll call vote.

ADJOURN:

Councilman Dart made a **Motion to adjourn** to Closed Session to discuss Land Acquisition.

Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:07 p.m.

ADOPTED:

Angie Warner, Deputy Recorder



Memo

To: Mayor and City Council
From: Chris Thompson, Public Works Director/City Engineer
Date: February 28, 2013
Re: Inspection and Testing Contract

Staff Report

The city recently sent out requests for proposals for inspection and testing services. This is for a contract to inspect the construction work for projects and development in the city. It is used when city staff does not have time to provide these services. We currently have two inspectors but one has recently been called up to active military duty.

This contract is also to conduct all the testing for construction work for projects and development in the city. After proposals were received and evaluated the city engineering staff recommended that Epic Engineering, Sunrise Engineering/Utah Testing and Raba Kistner be interviewed. This interview was conducted by a selection committee comprised of city staff, Councilman Leifson and Councilman Gordon.

It is the recommendation of the selection committee that the contract be awarded again to Epic Engineering. Epic Engineering is the most cost effective option but has also done an excellent job of providing these services to the city for some time. A tabulation of the estimated annual cost of each consultant is attached.

Attached: tabulation, contract



Inspection and Testing Comparison

Company	Inspections Total	Testing Total	Total
Epic	\$ 84,833.33	\$ 26,520.00	\$ 111,353.33
Raba Kistner	\$ 70,833.33	\$ 40,950.00	\$ 111,783.33
Consolidated	\$ 75,833.33	\$ 39,460.00	\$ 115,293.33
Stanley	\$ 86,083.33	\$ 39,500.00	\$ 125,583.33
Horrocks	\$ 84,083.33	\$ 45,947.50	\$ 130,030.83
Sunrise/Utah Testing	\$ 97,833.33	\$ 38,880.00	\$ 136,713.33
GeoStrata/Gilson	\$ 108,750.00	\$ 29,000.00	\$ 137,750.00
CRS/Strata	\$ 109,250.00	\$ 48,935.00	\$ 158,185.00

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
EPIC ENGINEERING**

This AGREEMENT, dated _____, is made and entered into between Spanish Fork City (herein called OWNER) and Epic Engineering, a Utah Corporation (herein called ENGINEER). From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. Each work engagement will be documented by an individual Task Order. This AGREEMENT sets forth the general terms and conditions that will apply to all Task Orders duly executed under this AGREEMENT.

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

1. TERM AND AUTHORIZATION TO PROCEED

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 8 years from the Effective Date of the AGREEMENT.
- B. This AGREEMENT may be extended or renewed by the Parties, with or without changes, by written instrument.
- C. Execution of individual Task Orders by OWNER will be authorization for the ENGINEER to proceed with the authorized work associated with the Specific Projects (PROJECT), pursuant to the terms and conditions of this AGREEMENT.

2. ENGINEER'S SERVICES

- A. The ENGINEER agrees to provide engineering services to the OWNER on an as needed basis. The scope of services, period of performance, and basis of ENGINEER's compensation are to be defined in individual Task Orders. Each duly executed Task Order shall be subject to the terms and conditions of this AGREEMENT. A standard task order form is included as Attachment A. The ENGINEER will perform the defined services in a professional manner using the degree of care and skill that is normally employed by professional engineers or consultants on similar projects of equal complexity.
- B. The relationship of the ENGINEER to the OWNER is that of an independent contractor and nothing in this AGREEMENT or the attachments hereto, creates any other relationship. As an independent contractor, the ENGINEER shall have the sole responsibility for paying taxes, workers compensation, employee benefits (if any), and all similar obligations.

- C. This AGREEMENT is not a commitment by Owner to Engineer to issue any Task Orders.

3. COMPENSATION AND PAYMENT

- A. OWNER and ENGINEER shall agree on the basis of compensation for each Task Order. If hourly rates are to be used as the basis of compensation, those rates will be defined in each Task Order. Hourly rates are updated on January 1 of each calendar year by the ENGINEER. Updated hourly rates will be used for all task orders. Additionally, ENGINEER will be reimbursed for actual costs and expenses incurred in performance of the PROJECT.
- B. Invoicing will occur following the last Friday of each month. Payments shall be due within 30 days of receipt of the invoice.
- C. A service charge of 10 percent will be applied to expenses incurred in performance of the PROJECT. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be reimbursed to ENGINEER.
- D. An interest rate of 1.5% per month will be applied to all invoices that are not paid in full after 30 days following the invoice date. Payments will be applied to the outstanding interest first and then to the principal.
- E. The ENGINEER may discontinue work on the PROJECT by issuing the OWNER a written seven-day notice if full payment for an invoice is not received within 60 days of the date of the invoice. Suspension of work will continue until full payment is made for all outstanding invoices including interest. The ENGINEER accepts no liability for damages or delays that result from its suspension of work. The OWNER may not use information or work product provided by the ENGINEER until full payment is made including applicable interest.

4. INSURANCE

- A. The ENGINEER will maintain insurance coverage throughout the term of the AGREEMENT. Insurance coverage will include:
 - 1) Worker's Compensation
 - State Statutory
 - Employer's Liability \$100,000
 - 2) Comprehensive General Liability
 - Bodily Injury and Property Damage \$1,000,000

Combined Single Limit	\$1,000,000
3) Automobile Liability Combined Single Limit	\$1,000,000
4) Professional Liability	\$1,000,000.

5. LIMITATION OF LIABILITY

- A. The ENGINEER shall not be liable for damages or delays resulting from actions or inaction of a third party that is not under the direct control of the ENGINEER, such as government agencies that have review and permit authority.
- B. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability, other than that caused by the negligent acts, errors, or omissions of the ENGINEER.
- C. The OWNER shall defend, indemnify and hold harmless the ENGINEER, its subcontractors, agents and employees for all liability resulting from construction of the PROJECT, if the ENGINEER is not retained to perform construction phase services on the PROJECT.
- D. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, the total liability, in the aggregate, of the ENGINEER and the ENGINEER's officers, directors, partners, employees and subconsultants, and any of them, to OWNER, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to a Specific Project or Task Order, or this AGREEMENT, from any cause or causes shall not exceed the total compensation received by the ENGINEER under this AGREEMENT, or the total amount of \$1,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. The ENGINEER is not responsible for delays or damages caused by acts of God such as floods or earthquakes, or other circumstances beyond control of ENGINEER.
- F. The ENGINEER, its subcontractors, agents and employees shall not be liable for consequential damages or indirect liability from a third party. The OWNER will defend, indemnify and hold harmless the ENGINEER, its subcontractors and agents from such an occurrence.

6. TERMINATION

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

7. ASSIGNMENT

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

8. OPINION OF PROBABLE CONSTRUCTION COST

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

9. DOCUMENTS

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

10. CONSTRUCTION PHASE SERVICES

- A. The ENGINEER has based its cost to provide construction phase services, on the ENGINEER, its employees, subcontractors and agents being named

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

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

11. ADHERENCE TO APPLICABLE LAWS

- A. The laws of the State of Utah shall govern all aspects of this AGREEMENT.
- B. The ENGINEER shall comply with the applicable requirements of the Equal Employment Opportunity Laws, Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.450(b), and the Fair Labor Standards Act.

12. HAZARDOUS WASTE

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

13. ATTORNEY'S FEES

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

14. SEVERABILITY

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

15. WAIVER

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

16. NOTICES

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

ENGINEER: Joe Santos, P.E.
Epic Engineering
50 East 100 South
Heber, Utah 84032

OWNER: Chris Thompson, P.E.
Public Works Director/City Engineer
Spanish Fork City
40 South Main Street
Spanish Fork, Utah 84660

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

17. ATTACHMENTS

The following attachments are included as part of the AGREEMENT:

Attachment A – Standard Task Order Form
Task Orders, as awarded.

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

Approved for OWNER

Accepted for EPIC ENGINEERING

By _____
Title _____
Date _____

By _____
Title _____
Date _____

**TASK ORDER NO. 1
TO
ENGINEERING SERVICES AGREEMENT**

OWNER: SpanishForkCity

Effective Date of Master Agreement for Professional Services: _____

THIS TASK ORDER NO. 1 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the ____ day of _____, 20__, by and between OWNER and EPIC ENGINEERING, a Utah Corporation (herein called ENGINEER) who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Material Testing and Inspection Services. The PROJECT SITE is located within Spanish Fork City.
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit A.
3. FEES. OWNER shall reimburse for services provided under this AGREEMENT on a time and expense basis not to exceed amount in accordance with the Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit B. OWNER hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to OWNER, and OWNER further agrees to pay all fees and charges to ENGINEER in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
5. OWNER has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

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

Dated this _____ day of _____, 2013

OWNER:

ENGINEER:

CITY ENGINEER

By: _____

ENGINEERING DIVISION MANAGER

Its: _____

FINANCE DIRECTOR

Attest: _____

Its: _____



Spanish Fork City

- Request for Proposals:** Inspection and Testing Services
- Date:** January 22, 2013
- Reply to:** Jered Johnson
Engineering Division Manager
40 South Main Street
Spanish Fork, UT 84660
- Pre-RFP Meeting:** Thursday, January 31, 2013 at 2:00 PM, MST
City Office, 40 South Main Street, Spanish Fork
- Proposal Deadline:** Thursday, February 14, 2013 at 2:00 PM, MST
- Duration of Contract:** Maximum of 3 Years, This contract shall be continuously renewed automatically annually for a period of one year, unless one month written notice is given by either party to the other.

Spanish Fork City is accepting proposals from engineering firms and certified labs interested in submitting qualifications and proposals for inspection and testing for developments and construction within Spanish Fork City. Only professional civil engineering firms or certified labs may submit proposals for one or both schedules. It is **Mandatory** that all interested parties attend the Pre-RFP Meeting described above. Please submit questions for discussion at the Pre-RFP Meeting to Jered Johnson at jjohnson@spanishfork.org by Wednesday, January 23rd. All other questions after the Pre-RFP Meeting shall be submitted through BidSync.

The City of Spanish Fork will make the Request for Proposals (RFP) available to any interested parties from BidSync:

www.bidsync.com

Interested parties are responsible for monitoring the website for information concerning the RFP and any addendum issued.

A copy of the RFP is also available to any interested parties from the City Engineering Office:

40 South Main Street
Spanish Fork, UT 84660
Office 210

Spanish Fork City will not accept any proposal submitted by facsimile, electronic transmission or any method other than that stated in the RFP.

Spanish Fork City reserves the right to cancel or modify this solicitation at any time it deems necessary, in its sole discretion that such measures are in the City's best interest.

A few proposals will be selected based on cost, quality and experience. Those who have submitted these proposals may be interviewed for final selection. The engineering firm(s) or lab selected will be expected to begin work by April 1, 2013.

All questions concerning this RFP shall be asked on bidsync.com. Under no circumstance shall the engineering firms or the certified labs contact the City.

SCHEDULE 1, INSPECTION

1.01 General. Spanish Fork City will contract with a professional engineering firm to provide inspection and quality assurance services. Generally work will be related to subdivision construction and will occur during the construction season. Typically 2 to 8 developments will be assigned to the firm depending on the work load of the city. Inspectors will be required to enforce the current City Standards. The work shall be coordinated in a weekly progress meeting with the developer, contractor, engineering firm and the city. Detailed daily reports shall be kept for quality assurance for time billed for each development. Reports shall include dates, details, and pictures of developments and construction. These reports shall be submitted at the weekly progress meeting for review.

Please provide 5 written proposals for Schedule 1 of not more than 10 pages in length (excluding covers, introductory letters, and resumes in an attached appendix) on 8-1/2 x 11 sheets with text no smaller than 10 pt. font. Proposals should outline the proposed project team, management structure, equipment to be applied to the project, and the management philosophy for subdivision construction.

1.02 Compensation. Payments for inspection work will be made monthly on the 10th of each month. Payments will be for all approved invoices submitted by the 25th of the previous month. It is MANDATORY that all invoices be submitted within 31 days of the date of service.

The following is a history of city expenditures for testing work by year:

HISTORY OF CITY EXPENDITURES FOR INSPECTION AND TESTING WORK

Calendar Year	Total Expenditure
2012	\$108,000
2011	\$64,000
2010	\$50,000
2009	\$124,000
2008	\$336,000
2007	\$267,000
2006	\$371,000
2005	\$251,000
2004	\$93,000
2003	\$71,000
2002	\$207,000
2001	\$94,000
2000	\$50,000

It is anticipated that about 20% of expenditures will be for project engineering and 80% for inspections. Spanish Fork City is expecting a lot of subdivision work in 2013 as several subdivisions have completed the review process in 2012. It should also be noted that one of the city inspectors has been called to active duty from March 2013 to March 2014.

1.03 Conflict of Interest. Professional engineering services and inspections may not be performed for the city when there is a conflict of interest. Conflicts of interest include but are not limited to:

1. Inspecting work performed by a contractor or developer which is currently employing the inspection company.
2. Inspecting work performed for a contractor or developer directly related to the inspector or one who supervises the inspector.
3. Any situation that does not comply with the state's Anti-Nepotism Clause as stated in Utah Code §52-3-1, as amended.

Proposals should include a list of contractors and developers currently employing your firm that are known to be involved in subdivision work in Spanish Fork City. Include contractors and developers that are employing your firm for projects outside Spanish Fork City.

Once an engineering firm is selected, that firm shall report any future conflicts of interest it finds to exist or expects will exist. These reports shall be made in writing within 5 business days of their discoveries.

1.04 Inspector Training. Inspectors must have experience and training related to the APWA Utah Chapter's Manual of Standard Specifications, 2012 Edition. Inspectors must also have experience and training in Trimble Survey Grade GPS equipment compatible with City GPS Base Station and surveying process. The selected firm must provide GPS equipment necessary to survey as-builts compatible with the City's mapping system. Contact Chad Hill PLS at chill@spanishfork.org (801) 804-4557 to verify compatibility of survey equipment. All survey data required to be survey grade accuracy, Utah State Plane Coordinate System Central Zone NAD83/NAVD88/Geoid03.

Proposals shall include a resume of each inspector or engineer that will or may be assigned to work in the city. Include the following information in each resume:

1. Training
2. Education
3. Equivalent Experience (See Section 1.05)
4. Previous Employers
5. Certifications and Licenses
6. Specific Experience with GPS
7. Specific Experience with APWA Specifications

Indicate in proposal which inspector and project engineer will primarily be assigned to the City.

1.05 Billing Rate Schedule. The RFP shall include the following:

BILLING RATE SCHEDULE

Employee	Trip Charge	Hourly Billing Rate
Inspector: 2 to 4 years experience	\$28 / \$14	
Inspector: 4 to 6 years experience	\$30 / \$15	
Inspector: 6 to 8 years experience	\$32 / \$16	
Inspector: 10 to 15 years experience	\$34 / \$17	
Inspector: 15 to 20 years experience	\$36 / \$18	
Inspector: 20 + years experience	\$38 / \$19	
Project Engineer	\$40 / \$20	

Inspectors may apply half of any construction experience provided construction work includes a wide variety of mainline work on sewer, water and storm drain systems, concrete work and road construction. At least one year of experience must be as a public works inspector working under the direction of a professional engineer. Only professional engineers licensed in the state of Utah may be project engineers assigned to a project in the city. Supportive engineering or drafting will be provided by the city.

All travel time, secretarial, administrative, vehicle, equipment and GPS/ survey equipment or any other overhead costs shall be included in the hourly billing rate of the inspectors or engineers. For work that requires travel to the city, the engineering firm may only bill for actual time spent in the city limits, although trip charges may apply.

Trip charges shall be billed on 2 tier levels at the predetermined rates listed in the above table. When a trip involves only one development, the higher tier trip charge shall be applied. For trips that involve more than one development, the lower tier trip charge shall be charged to each development. A development may not be billed for more than one trip charge per day. All morning inspections shall be included in a single trip. All afternoon inspections shall be included in a single trip.

All inspections shall be scheduled one business day in advance. Cancellations shall be allowed up to 2 hours before the scheduled inspection. If a scheduled inspection is not cancelled and the contractor is not ready for the inspection then an additional trip charge may be applied.

SCHEDULE 2, TESTING

2.01 General. Spanish Fork City will contract with an ASTM certified testing lab to perform testing and quality assurance services. Services will be required for construction work related to development and city projects. Testing will primarily be needed during the construction season. Lab will be required to enforce the current city standards.

Development work shall be coordinated in a weekly meeting with the developer, contractor, field technician supervisor and the City. The project engineer, whether it be the City or a private engineering firm shall be responsible for the overall quality assurance. Any indications that work is not being constructed to City Standards shall be made known to the project engineer immediately.

Please provide 5 written proposals for Schedule 2 of not more than 10 pages in length (excluding covers, introductory letters, and resumes in an attached appendix) on 8-1/2 x 11 sheets with text no smaller than 10 pt. font. Proposals should outline the proposed project team, management structure, equipment to be applied to the project, and the management philosophy for subdivision construction.

2.02 Compensation. Payments for testing work will be made monthly on the 10th of each month. Payment will be made for all inspection invoices submitted by the 25th of the previous month. It is MANDATORY that all invoices be submitted within 31 days of the date of service.

The following is a history of city expenditures for testing work by year:

HISTORY OF CITY EXPENDITURES FOR INSPECTING AND TESTING WORK

Calendar Year	Total Expenditure
2012	\$108,000
2011	\$64,000
2010	\$50,000
2009	\$124,000
2008	\$336,000
2007	\$267,000
2006	\$371,000
2005	\$251,000
2004	\$93,000
2003	\$71,000
2002	\$207,000
2001	\$94,000
2000	\$50,000

It is anticipated that about 10% of expenditures will be for geotechnical engineering, 15% for tests and 75% for technician work. Spanish Fork City is expecting a lot of developments in 2013 as several subdivisions have completed the review process in 2012. It should also be noted that one of the city inspectors has been called to active duty from March 2013 to March 2014.

2.03 Conflict of Interest. Testing may not be performed when there is a conflict of interest. Conflicts of interest include but are not limited to:

1. Testing work performed by a contractor or developer which is currently employing the testing company.
2. Testing work performed by a person directly related to the field technician.
3. Any situation that does not comply with the states Anti-Nepotism Clause as stated in Utah Code §52-3-1, as amended.

Proposals should include a list of contractors and developers currently employing your firm that are known to be involved in subdivision work in Spanish Fork City. Include contractors and developers that are employing your firm for projects outside Spanish Fork City. Once an engineering firm is selected that firm shall report any future conflicts of interest it finds to exist or expects will exist. These reports shall be made in writing within 5 business days of the discovery of any conflict of interest.

2.04 Billing Rate Schedule. Requests for proposals shall include the following items:

BILLING RATE SCHEDULE

Test	Unit	Billing Rate
Proctor Tests (AASHTO T-180)	EACH	
Nuclear Density Tests	N/A	N/A *
Set of Concrete Cylinder Tests (3 Cylinders / Set) also includes Slump & Air Entrainment Tests	EACH	
Sieve Analysis	EACH	
California Bearing Analysis (CBR)	EACH	
Concrete Core and Compressive Strength Tests	EACH	
Asphalt Core and Density Tests	EACH	
Field Marshall Tests	EACH	

Employee	Trip Charge	Hourly Billing Rate
Geotechnical Engineer	\$50 / \$25	
Lab Technician	N/A	
Field Technician Supervisor	\$34 / \$17	
Field Technician	\$24 / \$12	

*Nuclear Density Tests will be billed as part of the field technician time.

Only professional engineers licensed in the state of Utah may be geotechnical engineers assigned to City work. Any other supportive engineering or drafting will be provided by the city.

All travel time, secretarial, administrative, vehicle, equipment or any other overhead costs shall be included in the hourly billing rate of the technicians or engineers. For work that requires travel to the City, the lab may only bill for actual time spent within the City limits although trip charges may apply.

Trip charges shall be billed on 2 tier levels at the predetermined rates listed in the above table. When a trip involves only one development, the higher tier trip charge shall be applied. For trips that involve more than one development, the lower tier trip charge shall be charged to each development. A development may not be billed for more than one trip charge in a given day. All morning testing shall be included in a single trip. All afternoon inspections shall be included in a single trip.

All inspections shall be scheduled one business day in advance. Cancellations shall be allowed up to 2 hours before the scheduled inspection. If a scheduled inspection is not cancelled and the contractor is not ready for the inspection then an additional trip charge may be applied.

The City of Spanish Fork looks forward to reviewing your proposal and to working with the selected team in a successful development of projects.

Sincerely,

A handwritten signature in blue ink, appearing to be 'J. Johnson', written over a faint dotted line.

Jered Johnson
Engineering Division Manager

Exhibit A

February 14, 2013

Mr. Jered Johnson
Engineering Division Manager
Spanish Fork City
40 South Main
Spanish Fork, Utah 84660

Re: PROPOSAL FOR MATERIAL TESTING AND INSPECTION SERVICES FOR SPANISH FORK CITY

Dear Mr. Johnson:

Epic Engineering, P.C. is pleased to submit this proposal for material testing and inspection services for the City of Spanish Fork. Epic Engineering has reviewed the provided addendum, along with the question and answers on Bidsync. Additionally, Epic Engineering has had the privilege of providing these services to Spanish Fork for the past 8 years.

Epic would like to continue to be the firm that provides inspection and testing services for Spanish Fork. As we are able to provide both Inspection and Testing Requests we have included both services in our proposal. To minimize the material to be reviewed and repetition both proposals are contained herein. The document is divided into five sections:

- Firm Qualifications
- Inspection and Quality Assurance
- Testing and Quality Assurance
- Inspection and Testing (Cooperative) Quality Assurance
- Resumes

Epic Engineering has the understanding and working relationship with Spanish Fork to provide services at a high level and with the knowledge of how the equipment, billing rate, reporting and administrative pieces work for these services. Epic is committed to reviewing and adjusting any items in order to make the relationship and work with the City of Spanish Fork operate at an even higher level. Epic is able to continue to work with Spanish Fork City as we are currently providing these services.

With our experienced team of professionals, our knowledge of industry standards and specifications, as well as our successful working relationships, we feel we can provide you with the full spectrum of professional services needed for this project. We appreciate the opportunity thus far in working together, and look forward to being part of the team.

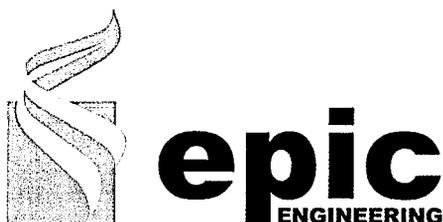
Please contact me with any questions or concerns at (801) 420-4515 or by email at JSantos@epiceng.net.

Respectfully,



Epic Engineering, P.C.
Joseph N. Santos, P.E.
Principal in Charge





Firm Qualifications

Epic Engineering has worked with Spanish Fork City for the past 8 years. We have also included additional general information about our firm.

Epic Engineering is a medium-sized multi-disciplinary civil engineering firm. Established in 1997, the company has grown from a staff of 2 to over 50 employees. Epic has several locations in Utah: Heber City, West Valley City, and Vernal. We also have locations in North Dakota: Williston and Killdeer, as well as a location in Mesa, Arizona. Multiple office locations allow us to provide a personal level of service for our clients while benefiting from the resources, experience, and expertise of a large organization.

Epic is a full service engineering company providing civil engineering, land survey and GIS, and construction/project management with materials testing. Civil Services include but are not limited to water rights, air and water quality issues, storm water management, transportation and roads, waste water and water resources, complete culinary water systems, secondary water systems, capital facility planning, subdivision review and quality control, hydrographic mapping, feasibility and economic studies, municipal master planning, impact fee and rate studies, environmental review and coordination, UDOT permit acquisition, infrastructure analysis, trails parks and other recreational planning and design. Survey/GIS includes boundary surveys, ALTAs, construction surveying right of way alignment, and GIS data creation, acquisition, and map generation. Project Management provides inspection, material testing, and lab work including material, concrete, and asphalt.

Additionally, the personnel at Epic utilize the latest technology and equipment available providing for outstanding accuracy and efficiency at all levels of the project. For instance: AutoCAD with LDD, Trimble Static and Real Time GIS, Trimble Geomatics, Geodimeter, and state-of-the-art water modeling and storm drainage software.

Commitment to Service Delivery—Epic's mission is to provide the highest level of quality at a reasonable cost to the client.

These ideals are what direct the strategic goals of the company and have allowed us to have a 90% client retention rate over the course of the last 15 years. Because of this focus and in order to affirm our commitment to sustainable practices, we developed the mission statement "Sustainability is Epic".

Staffing

- Licensed Professional (SE/PE) – 10
- Engineers in Training (EIT) – 5
- Licensed Surveyors (LS) – 2
- Surveyors in Training – 2
- Land and Environmental Planners – 3
- Survey Crews – 4
- LEED Accredited Professional – 1
- GIS Professional (GISP) – 1
- Certified Inspectors – 5
- Inspectors – 12
- CADD Technicians – 12
- Design Technicians – 2
- Office Administration – 6
- Field Technician – 8
- Material Testers - 3



Inspection and Quality Assurance

Epic Engineering has been providing construction management and inspections to municipal clientele since its inception. Epic Engineering's staff was providing the same services prior to the company being founded. With the prior experience and the ongoing opportunities, Epic Engineering has been able to strengthen our skills in the management, inspection and quality control of construction projects and developments.

This experience has allowed Epic Engineering to better understand the importance of making sure that infrastructure is installed properly because eventually those improvements will become the property of Spanish Fork City. This knowledge has led us to develop a plan that reduces construction conflicts and assists in developing good communication between the owner, the developer, and the developer's contractors. The plan includes, construction meetings, cut sheet review, copious field records, and properly documented as-built records.

Construction Meetings—Well prepared construction meetings attended by proper personnel allows projects to proceed smoothly benefiting all parties involved. Each project is jump-started in the right direction with a pre-construction meeting that clarifies Spanish Fork City's expectations and requirements.



Progress meetings will be held as determined by the complexity of the projects and can be as frequent as weekly, if needed. Meetings will be attended by those needed to ensure the quality of the project, which may include but not be limited to: the project engineer, inspector, developer, general contractor along with any sub-contractor that will perform work within the following week(s) of construction, and at times proper representatives of Spanish Fork City.

At these meetings, minutes are taken and passed along to the proper Spanish Fork staff members, developer, general contractor and filed in the project file.

Cut Sheet Review—Reviewing the cut sheets that are prepared by the surveyor upon construction staking of the proposed improvements has shown to minimize the mistakes in the field.

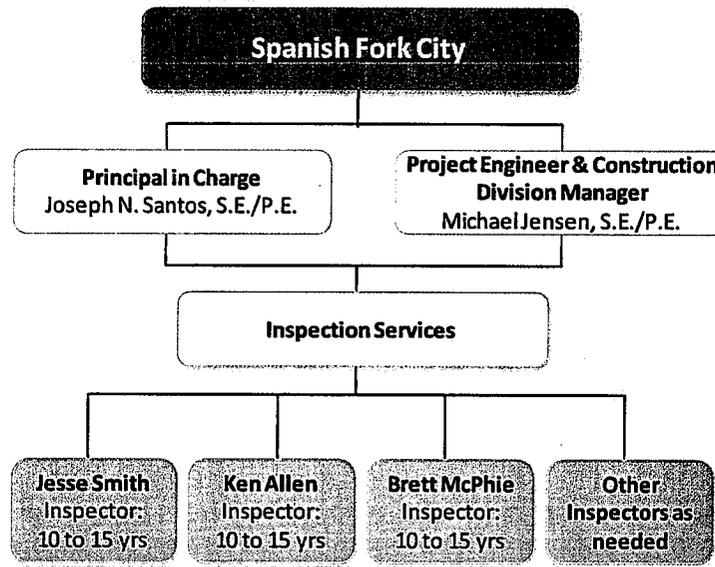
Copious Field Records—Accurate and detailed field records are significant not only to assist in future maintenance but ensures that the City is always protected when determining bond releases and that all the infrastructure is properly completed prior to final acceptance. These records include punchlists that are required to be completed prior to entering warranty periods and final acceptance.

As-Built Records—Knowing that Spanish Fork City will eventually become responsible for the infrastructure that is installed in the developments, using a Trimble 5800 GPS unit to document the location of infrastructure is very beneficial. This GPS unit is compatible for work to be done in Spanish Fork City. It also allows the inspector to perform this work is very efficient and timely.



Inspection and Quality Assurance (continued)

Epic Engineering has developed a very skilled and qualified construction management division. From within this division we have hand selected staff that we believe will provide the utmost service as part of the Spanish Fork Team. We understand that the most important players on this team is the Citizens of Spanish Fork City. With this understanding we propose the following management structure and personnel for this most crucial endeavor.



Joseph N. Santos, S.E./P.E.—Mr. Santos will serve as the Principal in Charge for Spanish Fork inspections and material testing. Mr. Santos received his B.S. in Civil Engineering from Utah State University. He has over 15 years of experience in the design and construction management of municipal infrastructure projects. Mr. Santos found that he enjoyed working with municipalities early in his career as an engineering aide for Logan City while attending Utah State University. Throughout his career he has continued working with a number of municipalities on various projects including culinary water design and construction, waste water management, collector and secondary streets, subdivision oversight, master planning, development of comprehensive construction standards, project feasibility, studies, rate analyzes, and impact fee justification. Mr. Santos has previously served as the project engineer for Spanish Fork and will continue to bill at this rate for services offered.

Michael Jensen, S.E./P.E.—**CM Division Manager and Project Engineer** – Mr. Jensen is Division Manager of the Construction Management Department. He also served previously served as the Division Manager for the Engineering Department for approximately 3 years. Mr. Jensen received his B.S. in Civil Engineering from Utah State University in 1997. He has over 14 years of experience in Structural and Civil Design, and in the management of municipal projects. Mr. Jensen found that he enjoyed working with municipalities early in his career and has continued working with a number of construction, roadway parks and trail systems, subdivision oversight, master planning, development and comprehensive construction standards. He has also been involved in project feasibility, studies of rate analyses and impact fee justification. He has extensive knowledge of the construction industry and is known for his meticulous attention to detail and correct procedures. While working as Assistant City Engineer, Mr. Jensen was responsible for the municipal management and inspection of the infrastructure improvements for over 4,200 residential and commercial sites. This experience, coupled with his genuine interest in municipal projects has been cultivated through years of working with municipalities to provide their citizens dedicated service. These attributes combine to make Mr. Jensen an undeniable asset and team leader.



Inspection and Quality Assurance (continued)

Jesse Smith—10 to 15 year Inspector: Mr. Smith's began employment with Epic Engineering in 2007. He has provided material and inspection testing services on a number of projects in Utah, Wasatch, and Summit Counties. The majority of his projects as a technician and inspector have been for Spanish Fork City. Mr. Smith is knowledgeable in plan reviews, field drawings, field inspections, daily project documentation as well as weekly summations of project progress. He is trained and utilizes Trimble Survey Equipment to obtain data and information for as-built locations of infrastructure and has inspected projects with APWA, UDOT, and Federal Specifications and Detail Drawings . These skills have aided him in each new project he undertakes. Through this process he has gained a more complete outlook of each new project and awaits future project challenges.

Brett McPhie—10 to 15 year Inspector: Mr. McPhie has over 12 years experience with inspection services. Prior to his 7+ year career with Epic Engineering, Mr. McPhie served as the Public Works Director for Heber City for over 5 years and oversaw all water projects for the City including wells, pump stations, springs, tanks and piping. Mr. McPhie's involvement on projects of similar scope include mechanical, piping, concrete, rebar, masonry, soil, and asphalt inspections, GPS survey, materials sampling and testing.

Ken Allen— 10 to 15 year Inspector: Mr. Ken Allen adds over 10+ years of experience to the Epic construction management team. Mr. Allen is certified in the following areas: ACI Certificate 1, SRDIT, LBTT, Nuclear certificate and a license contractor. Mr. Allen is knowledgeable in reading plans, field drawings, field inspections, laboratory analysis, daily project documentation as well as weekly summations of project progress. He has worked on several projects in Wasatch County, Summit County, and Utah County in Utah and also North Dakota. In North Dakota Mr. Allen provided extensive quality control for field and laboratory testing on concrete batch plants and crusher operations. Mr. Allen provides a wealth of experience to the Epic Team.

Other Inspectors—Epic Engineering has several inspectors to choose from based on the work load and special needs of the project.

Inspection and Quality Assurance (continued)

Epic Engineering has been able to work closely with the Engineering Staff members over the past 8 years to understand and meet their goals and expectations for services previously provided to Spanish Fork City. Epic Engineering is currently an extension of the Spanish Fork City team and is able to provide services as a joint team member. From previous work experience along with the RFP, as well as our hands on experience, we are able to understand and execute services according to Spanish Fork City's needs well. We understand the main concern is to provide the Citizens and developers with professional services that ensure that the infrastructure associated with new developments is installed per Spanish Fork City's requirements and expectations. Along with this main desire are associated issues such as billing time frame, conflict of interest and compensation for the professional services rendered.

Billing Time Frame—We understand that invoices must be submitted within 31 days of the date of service and must be submitted by the 25th of the month.

Conflict of Interest—With providing engineering services to mainly municipal clientele our conflict of interest is minimal. Epic Engineering does not currently have any conflicts of interest or contracts in place that would lead to a conflict of interest. Epic does not foresee future issues as we would be able to provide written notification to Spanish Fork City within the requirement of 5 business days as listed in the RFP.



Compensation—We utilized the billing schedule as outlined in the RFP and understand that the hourly rates are to include all travel time and mileage not covered by the trip charge, equipment (GPS unit, level, thermometers, etc...) and all other overhead costs that are associated there with to aide in billing clarification and documentation. As per the RFP here is our proposed billing rate schedule for inspection services:

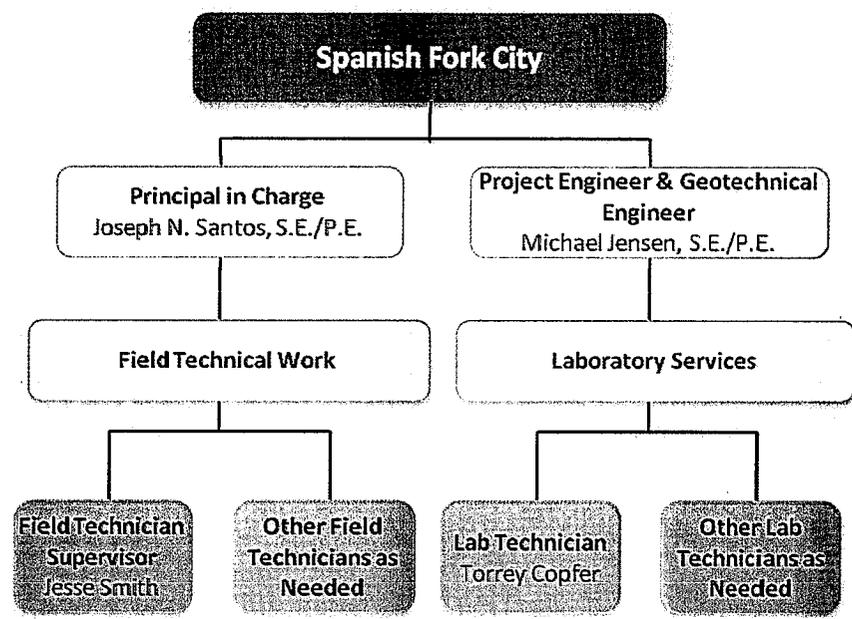
Employee	Trip Charge	Hourly Billing Rate
Inspector: 2 to 4 yrs	\$28 / \$14	\$48
Inspector: 4 to 6 yrs	\$30 / \$15	\$53
Inspector: 6 to 10 yrs	\$32 / \$16	\$58
Inspector: 10 to 15 yrs	\$34 / \$17	\$63
Inspector: 15 to 20 yrs	\$36 / \$18	\$72
Inspector: 20+ yrs	\$38 / \$19	\$77
Project Engineer	\$40 / \$20	\$92

Testing and Quality Assurance

Based on Epic's current working relationship and also based on the RFP for testing, we are of the understanding that the main concern is to provide professional testing services that ensure that the quality of material is installed as per Spanish Fork City's requirements and expectations. Along with this main desire are associated issues such as billing time frame, conflict of interest and compensation for the professional services rendered.

Epic Engineering provides testing services to our clientele. We have been providing field density tests and concrete testing from the beginning of the company. We have been providing laboratory testing for the last five years with a ASTM certified laboratory in our Heber Office. This allows for efficient and timely testing results for our clientele. We currently have these services available, however we do not currently hold any contracts in place that would interrupt services provided to Spanish Fork City.

With our certified staff of technicians and our lab facilities, Epic Engineering is able to continue to offer testing services to Spanish Fork City. With the understanding that the citizens of Spanish Fork City are the key players of the team the remainder of the proposed testing team is depicted below:



Joseph N. Santos, S.E./P.E.—Mr. Santos will serve as the Principal in Charge for Spanish Fork inspections and material testing. Mr. Santos received his B.S. in Civil Engineering from Utah State University. He has over 15 years of experience in the design and construction management of municipal infrastructure projects. Mr. Santos found that he enjoyed working with municipalities early in his career as an engineering aide for Logan City while attending Utah State University. Throughout his career he has continued working with a number of municipalities on various projects including culinary water design and construction, waste water management, collector and secondary streets, subdivision oversight, master planning, development of comprehensive construction standards, project feasibility, studies, rate analyzes, and impact fee justification. Mr. Santos has previously served as the project engineer for Spanish Fork and will continue to bill at this rate for services offered.

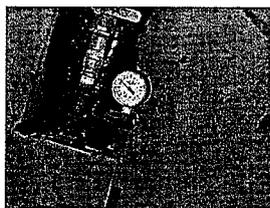
Testing and Quality Assurance (continued)

Michael Jensen, S.E./P.E.—CM Division Manager and Project Geotechnical Engineer – Mr. Jensen is Division Manager of the Construction Management Department for the last 3 years, and is responsible for the Geotechnical Engineering and reporting. He also served as Division Manager for the Engineering Department for approximately 3 years. Mr. Jensen received his B.S. in Civil Engineering from Utah State University in 1997. He has over 14 years of experience in Structural and Civil Design, and in the management of municipal projects. Mr. Jensen found that he enjoyed working with municipalities early in his career and has continued working with a number of construction, roadway parks and trail systems, subdivision oversight, master planning, development and comprehensive construction standards. He has also been involved in project feasibility, studies of rate analyses and impact fee justification. He has extensive knowledge of the construction industry and is known for his meticulous attention to detail and correct procedures. While working as Assistant City Engineer, Mr. Jensen was responsible for the municipal management and inspection of the infrastructure improvements and geotechnical engineering items for over 4,200 residential and commercial sites. This experience, coupled with his genuine interest in municipal projects has been cultivated through years of working with municipalities to provide their citizens dedicated service. These attributes combine to make Mr. Jensen an undeniable asset and team leader.

Jesse Smith—Field Technician Supervisor: Mr. Smith's began employment with Epic Engineering in 2007. He has provided material and inspection testing services on a number of projects in Utah, Wasatch, and Summit Counties. The majority of his projects as a technician and inspector have been for Spanish Fork City. Mr. Smith is knowledgeable in plan reviews, field drawings, field inspections, daily project documentation as well as weekly summations of project progress. He is trained and utilizes Trimble Survey Equipment to obtain data and information for as-built locations of infrastructure and has inspected projects with APWA, UDOT, and Federal Specifications and Detail Drawings. These skills have aided him in each new project he undertakes. Through this process he has gained a more complete outlook of each new project and awaits future project challenges.

Torrey Copfer—Lab Technician—Mr. Copfer is a professional Geologist with over 10 years of experience. He has experience in environmental monitoring programs, environmental site assessments, and remediation programs, including the development and maintenance of project schedules and budgets. Mr. Copfer has also served as a project manager for geotechnical, environmental, and engineering geology projects. Mr. Copfer is also a qualified materials testing technician and a laboratory analysis for our construction management department. Mr. Copfer is a valuable member of the Epic Team and brings a wealth of knowledge for Geotechnical work.

Other Field Technicians—Epic Engineering has several inspectors to choose from based on the work load and special needs of the project.



Testing and Quality Assurance (continued)

Billing Time Frame—We understand that invoices must be submitted within 31 days of the date of service and must be submitted by the 25th of the month.

Conflict of Interest—With providing engineering services to mainly municipal clientele our conflict of interest is minimal. Epic Engineering does not currently have any conflicts of interest or contracts in place that would lead to a conflict of interest. Epic does not foresee future issues as we would be able to provide written notification to Spanish Fork City within the requirement of 5 business days as listed in the RFP.

Compensation—We utilized the billing schedule as outlined in the RFP and understand that the hourly rates are to include all travel time and mileage not covered by the trip charge, equipment (GPS unit, level, thermometers, etc...) and all other overhead costs that are associated there with to aide in billing clarification and documentation. The following is the billing rate schedule for testing services:

Test	Unit	Billing Rate
Proctor Tests (AASHTO T-180)	Each	\$110
Nuclear Density Tests	N/A	N/A
Set of Concrete Cylinders (3 Cylinders / Set) includes Slump & Air	Each	\$35
Sieve Analysis	Each	\$50
California Bearing Analysis (CBR)	Each	\$150
Concrete Core and Compressive Strength	Each	\$13
Asphalt Core and Density Tests	Each	\$57
Field Marshall Tests	Each	\$90

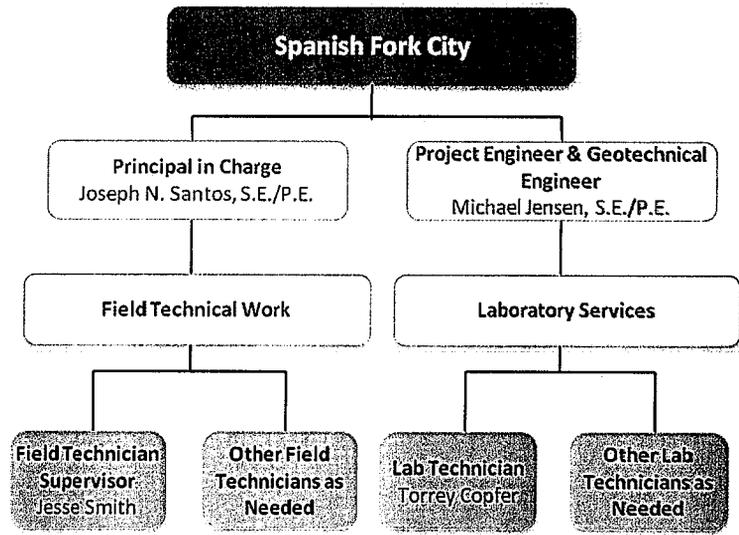
Employee	Trip Charge	Hourly Rate
Geotechnical Engineer	\$50 / \$25	\$96
Lab Technician	N/A	*\$50
Field Technician Supervisor	\$34 / \$17	\$63
Field Technician	\$24 / \$12	\$48

*Lab Technician time is included in all tests, this hourly rate is for testing that is not included in the schedule.

Inspection and Testing (Cooperative) Quality Assurance

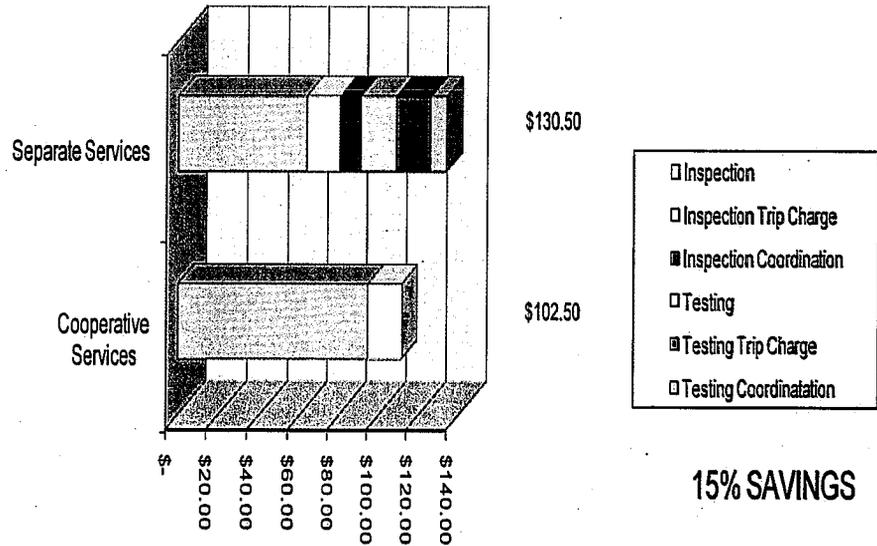
Epic Engineering has previously provided both inspection and testing services. As shown we have the staff that can provide both services as well. The ability and the staff to perform both services lends to an opportunity to provide benefits to the city and developer in the following ways:

- More Responsive and better communications
- More Responsible (Eliminates points fingers at others)
- More Cost Effective



As shown above Mr. Smith, as well as our other inspectors, can provide inspection services as well as certified density and concrete testing. For a comparison of costs incurred in pouring sidewalk the following is an example: Prior to pouring sidewalk both a visual inspection of the preparation (forms and compaction) takes place as well as density tests to verify compaction requirements have been achieved. Both tests have a trip charge associated therewith as well as the hourly rate for both the inspector and the field technician including the time to communicate between both inspection and testing parties that the sidewalk is ready to pour. By being able to do both there would be only one trip charge assessed and the required time would be reduced by over half with a reduced potential of confusion between parties that the sidewalk is ready or not. The inspector/field technician would know instantly. The savings on this example would be 15%.

Example of Sidewalk Inspection—Separate services versus Cooperative Services





Appendix:

Epic Engineering Resumes



Joe Santos S.E./P.E., Principal

EDUCATION

BS Degree in Civil Engineering
Utah State University

REGISTERED PROFESSIONAL ENGINEER

S.E.: Utah No. 276219
P.E.: Arizona No. 49003



epic
ENGINEERING

PROFESSIONAL AFFILIATIONS

American Water Works Association
American Society of Civil Engineers

EXPERIENCE

Mr. Santos will serve as the Principal in Charge for Spanish Fork inspections and material testing. Mr. Santos received his B.S. in Civil Engineering from Utah State University. He has over 15 years of experience in the design and construction management of municipal infrastructure projects. Mr. Santos found that he enjoyed working with municipalities early in his career as an engineering aide for Logan City while attending Utah State University. Throughout his career he has continued working with a number of municipalities on various projects including culinary water design and construction, waste water management, collector and secondary streets, subdivision oversight, master planning, development of comprehensive construction standards, project feasibility, studies, rate analyzes, and impact fee justification. Mr. Santos has previously served as the project engineer for Spanish Fork and will continue to bill at this rate for services offered.

Engineer of Record for Talisker—Tuhaye Golf Course Development: 1999-Present
District Engineer for Summit County Service Area #3: 1999-Present
Infrastructure Manager for Spanish Fork City: 1999-Present
Assistant City Engineer for Eagle Mountain: 2000-2005
Assistant City Engineer for Santaquin City: 1997-1999

PROJECT ENGINEER/MANAGER

- **Tuhaye Development** — Golf course community in mountainous terrain requiring over 13-miles of roadway, culinary water distribution and storage facilities, gravity and low pressure sanitary collection, sanitary sewer lift stations and transmission lines, stormwater collection, conveyance, detention, retention and stormwater quality treatment facilities and wetland mitigation.
- **Summit County Service Area #3 Culinary Water Improvements** — Completed the funding package, design and construction management of pump station upgrade along with 3-miles of culinary water distribution lines.
- **Town of Daniel -Culinary Water Improvements** — Completed the funding package, design and construction management of pump station upgrade along with 4 1/2-miles of culinary water distribution lines, well.
- **UDOT, I-15 Springville Interchange Design-Build, UDOT Region 3** — Design and coordination of realignment of an 18-inch culinary water trunkline while remaining in service to facilitate the expansion of the Rail Road overpass.
- **Tooele City - Sanitary Sewer Data Collection Engineer.** Included field data and computer modeling of existing systems. Completed report and presentation on existing facility capacity and deficiencies.
- **Washington City - Sanitary Sewer Data Collection Engineer.** Included field data and computer modeling of proposed system. Also did a cost estimation and generated a Recommendation Report as part of the Waste Water Master Plan.
- **Bullhead City, Arizona - Design Engineer.** Included design of 3 major lift stations ranging from 0.5 mgd to 2.5 mgd and was over computer modeling of collection systems ranging from 6" piping to 36" piping.
- **Santaquin City - Sewer Impact Fee and Economic Rate Analysis.** Included generating a proposed impact fee for Santaquin City's Sewer.
- **Santaquin City - Sewer Collections, Lagoons, and Land Application.** Included construction management and inspection. As well as warranty work for the Lagoons.
- **Spring City - Sanitary Sewer Update.** Included the evaluation of existing Lagoons. Also did the design and expansion of the chlorination system.
- **Eagle Mountain City - Assistant City Engineer.** Included review of subdivision design, construction management of infrastructure, pressure irrigation systems, water system modeling, well system upgrades, design of new well system capable of producing 2200 gpm, and expansion of existing Santec Wastewater Treatment System.
- **Santaquin City - Assistant City Engineer.** Included review of subdivision design, water system modeling, and construction management of infrastructure.



Michael Jensen S.E./P.E., Project Engineer

EDUCATION

BS Degree in Civil Engineering
Utah State University

REGISTERED PROFESSIONAL ENGINEER

Utah No. 334052203

PROFESSIONAL AFFILIATIONS

American Concrete Association
American Society of Civil Engineers



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ENGINEERING

EXPERIENCE

Mr. Jensen is Division Manager of the Construction Management Department. He also served previously served as the Division Manager for the Engineering Department for approximately 3 years. Mr. Jensen received his B.S. in Civil Engineering from Utah State University in 1997. He has over 14 years of experience in Structural and Civil Design, and in the management of municipal projects. Mr. Jensen found that he enjoyed working with municipalities early in his career and has continued working with a number of construction, roadway parks and trail systems, subdivision oversight, master planning, development and comprehensive construction standards. He has also been involved in project feasibility, studies of rate analyses and impact fee justification. He has extensive knowledge of the construction industry and is known for his meticulous attention to detail and correct procedures. While working as Assistant City Engineer, Mr. Jensen was responsible for the municipal management and inspection of the infrastructure improvements for over 4,200 residential and commercial sites. This experience, coupled with his genuine interest in municipal projects has been cultivated through years of working with municipalities to provide their citizens dedicated service. These attributes combine to make Mr. Jensen an undeniable asset and team leader.

ASSISTANT CITY ENGINEER

- Eagle Mountain City - Construction management for construction of over 4,200 lots and City projects. 1998 - 2005
- Project Manager for B & C Road Fund Project 2004
- Water Right Requirement Study and Analysis 2004
- Updated Impact Fee, Capital Facility Plan, and Economic Analysis for Regional and Community Parks, Water Right Requirement Study and Analysis 2003 - 2004

Design Engineer: 1999-Present

- QA/QC Schools, State of Utah (DFCM), Various Projects Testing and Inspection 2010 - Present
- UTSSD - Watson Evacuation Creek Bridge and Roadway Design 2009
- Johnson Water - Culinary Water 150,000 Gallon Storage Tank Design 2009
- Myton City - Myton City Administration and Library Office Design. 2008
- Ute Indian Tribe - BIA Branch of Forestry Fire Station Design 2007
- Johnson Water - Myton Bench Culinary Water Line Upgrade Design 2006
- Structural Design Engineer for Custom Log Home and Timber Frame House Plans and Small Commercial Projects in Utah, Idaho, Arizona, Colorado and California. 2004 - Present
- Eagle Mountain City - Eagle Mountain Boulevard Street and Storm Drain Improvements 2004
- Alpine City - Alpine Drive Storm Drain Design 2004
- Johnson Water - Culinary Water Pressure Regulating Station Design 2004
- Eagle Mountain City - Construction Services for Gas, Electrical, and Telecommunication Utility Lateral Installation 2004
- Johnson Water - Culinary Water 750,000 Gallon Storage Tank 002
- Eagle Mountain City - Culinary Water 2 MG Storage Tank 2002
- Eagle Mountain City - Road Improvement and Chip Seal Project 2000



Jesse Smith, Inspector/Material Tester

EDUCATION

Provo Trade Technical College—1 years (Welding)

PROFESSIONAL CERTIFICATIONS AND TRAINING

Trimble Survey Data Acquisition Equipment

Nuclear Gauge Moistures Density Testing

ACI Level I

- Sampling
- Air
- Slump
- Temperature Yield
- Making and Curing concrete cylinders in the field

WAQTC

- SRDTT - Sampling, Reduction, Density

Fire Management

Officer I Certified

Fire Fighter I & II

Hazmat



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ENGINEERING

EXPERIENCE

Mr. Smith started his involvement with public works infrastructure working seasonal for Santaquin City installing water services and running excavating equipment. He has also worked in the private construction sector installing waterline and working as a welder for Steel Bridge Fabrications companies. Mr. Smith was an owner and proprietor of a restaurant business where he performed maintenance, upgrades, remodeling of the premises. As a private owner Mr. Smith provided a successful business with professional management skills and good public relations, these inherent skills are implemented in all his endeavors. His concern for public safety and service is demonstrated by being a volunteer fireman for over 24 years and he has demonstrated his leadership by serving as the Santaquin City Assistant Fire Chief for 23 years. Since Mr. Smith's employment with Epic Engineering in 2007, he has provided material and inspection testing services on a number of projects in Utah, Wasatch, and Summit Counties. The majority of his projects as a technician and inspector have been for Spanish Fork City. Mr. Smith is knowledgeable in plan reviews, field drawings, field inspections, daily project documentation as well as weekly summations of project progress. He is trained and utilizes Trimble Survey Equipment to obtain data and information for as-built locations of infrastructure and has inspected projects with APWA, UDOT, and Federal Specifications and Detail Drawings. These skills have aided him in each new project he undertakes. Through this process he has gained a more complete outlook of each new project and awaits future project challenges. Below are some of his projects:

Inspections / Material Technician

Payson City

- 800 South Storm Pond Project
- Main Street Water Line
- Spanish Fork City (2007 to Present)
- Rodeo Grounds / Arena
- Crab Creek Water Transmission Line
- Spanish Fork Highlands Estate Development
- Mill Road Estates Development
- Crab Creek Water Transmission Line
- SFCN Building and Site Improvements

State of Utah (Department of Facilities and Construction Management) (2008-Present)

- Heber Liquor and Wine Store
- UDOT Tie Fork Visitor Center
- DNR Kamas Fish Hatchery
- DNR Midway Fish Hatchery
- UDOT Duchesne Salt Storage
- UDOT Wanship Salt Storage



Jesse Smith, Inspector/Material Tester

(Continued from page 1)

Wasatch County / Summit County (2007 to Present)

- UDOT Heber Center Street
- Heber Airport Snow Removal Building
- Red Ledges Development
- Midway Sewer Line
- High Star Ranch Well House and Waterline
- Bear River Diversion Structure
- North Bench Irrigation Structure
- CUWCD Timpanogos Canal Lining Project

PREVIOUS EMPLOYMENT/ EXPERIENCE

SANTAQUIN CITY PUBLIC WORK DEPARTMENT (1973 - 1977)

- Employed for seasonal installation and excavation for water services.

V and K Construction(1978)

- Run excavation equipment and installation of water main line.

Powder River Fabrication (1978-1980)

- Welding of Steel Fabrication and Structures.

Pacific States Bridges (1980-1984)

- Welding of Steel Fabrication and Structures.

Wasatch Electric (1984)

- Worked as an Electrician Apprentice on the Salt Lake Triad Center.

Family Tree Restaurant (1985-2005)

- Owner and Proprietor of Restaurant, performed all utility upgrades, remodeling, and maintenance.

Volunteer Santaquin City Fire Department (1988-Present)

- Volunteer fireman for 24 years, and served as the Assistant Fire Chief for the past 23 years.



Ken Allen, Inspector/Material Tester

EDUCATION

Bachelor of Science, English
Southern Utah University 1990



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ENGINEERING

REGISTRATIONS / CERTIFICATIONS

- Hazmat Certification
- Nuclear Testing
- ACI (American Concrete Institute) Certification
- UDOT Certification: Sampling Reduction and Density SRDTT, 162378 and Laboratory LBTT, 16278

EXPERIENCE

Mr. Ken Allen adds over 10+ years of experience to the Epic construction management team. Mr. Allen is certified in the following areas: ACI Certificate 1, SRDTT, LBTT, Nuclear certificate and a license contractor. Mr. Allen is knowledgeable in reading plans, field drawings, field inspections, laboratory analysis, daily project documentation as well as weekly summations of project progress. He has worked on several projects in Wasatch County, Summit County, and Utah County in Utah and also North Dakota. In North Dakota Mr. Allen provided extensive quality control for field and laboratory testing on concrete batch plants and crusher operations. Mr. Allen provides a wealth of experience to the Epic Team.

Inspections / Material Technician

Epic Engineering, October 2011—Present

- Manage construction projects for the company to ensure completion
- Quality Assurance/Quality Control on Knife River Project in North Dakota
- Completed all material testing for Ray City School Addition, Rail Spur extension in Noonan, ND and for the Weatherford Complex which included 17 building sites
- Quality Assurance/Quality Control on Hess Gas Separation Plant (project was approximately \$500,000,000)
- Material Testing, laboratory results and analysis with constant communication of testing and lab results to clients
- Daily communication with personnel ranging from on-site to project managers to safety personnel
- Full understanding of construction industry and able to apply to engineering services and testing procedures for long last results

General Contractor

Excel General Contractors, LLC, March 2006 to October 2011

- Possess B100 General Contractors License
- Provided estimates, reviewed contracts and change orders with clients to ensure end targets
- Reviewed contracts, bids and hired subcontractors while also supervising work of subs for quality and timeliness of projects
- Hired and supervised employees, led and scheduled employees in services provided for foundations/footings, framing and finish carpentry.
- Communicated and worked effectively with owners, subcontractors and employees to provide quality projects.
- Projects included: Francis Town Maintenance Building, Peoa restroom and concessions stand

Superintendent

New Star General Contractors, Inc., October 1993 to March 2006

- Worked from carpenter and progressed to become superintendent
- Extensive experience in reading commercial prints and understanding specs, hands on framing and concrete work and finish work
- Completed daily logs detailing each employees time for job with costs, schedules and budgets
- Scheduled projects, planned timelines and supervised employees and subs to ensure proper completion of projects.
- Projects included: Inn at Deer Valley, Empire Pass Resort and the Museum at Park City Mine



Brett McPhie, Inspector/Material Tester

EDUCATION

Ricks College—General Studies and Physical Education

PROFESSIONAL CERTIFICATIONS

Nuclear Gauge Moistures Density Testing
ACI Level I
Water Distribution Grade 3, State of Utah
Sewer Collections Grade 2, State of Utah
Sampling

Air
Temperature Yield
Making and Curing concrete cylinders in the field
WAQTC
Sampling, Reduction, and Density SRDTT



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ENGINEERING

EXPERIENCE

Mr. McPhie has over 12 years experience with inspection services. Prior to his 7+ year career with Epic Engineering, Mr. McPhie served as the Public Works Director for Heber City for over 5 years and oversaw all water projects for the City including wells, pump stations, springs, tanks and piping. Mr. McPhie's involvement on projects of similar scope include mechanical, piping, concrete, rebar, masonry, soil, and asphalt inspections, GPS survey, materials sampling and testing.

INSPECTIONS AND MATERIALS TESTING

- **Riverton City** — Inspections and/or materials testing on the following projects:

Green Well Drilling Production & Pilot Wells (artesian)	Maynard, Gedge & Hill Chlorination Facilities (Fluoride & OSHGS)
11800 South Secondary Water Pump Station	Jordan River Secondary Water Pump Station Modifications
12300 South Horizontal Well Pump Station	Black Ridge Secondary Water Reservoir
4200 West Secondary Water Pump Station Modifications	Rosecrest 30" Secondary Waterline
3200 West Secondary Water Pump Station Modifications	Maynard & Gedge Well Pump Stations (fluoride)
Gedge Secondary Water Pump Station Modifications	Sand Bins & Parking Garage
South Jordan Secondary Water Pump Station Modifications	30" Pipeline, Flow Meter and PRV Vault
ULDC Secondary Water Pump Station	

- **Magna Water District**— Inspections for all culinary, secondary and sewer systems on over 26 residential subdivisions and 14 commercial developments. Also performed Inspections, materials testing and/or GPS survey on the following projects:

Magna Culinary Waterline Replacements	3500 South Pump Station Upgrade
Barton Wellfield Preconsolidation Phase	Steel Tank Painting Project
Haynes to Barton 24" Transmission Pipeline	7200 West & 2820 South Waterlines Project

- **Draper Irrigation Company** — Inspections, materials testing and/or GPS survey on the following projects:

Bear Canyon Intake Relocation	Pioneer Road & Minuteman Dr. Waterline
700 East Pressurized Irrigation Line Replacement	(2) MG Corner Canyon Reservoirs & Valve Vault
Corner Canyon 20" Pipeline	Corner Canyon Upper Diversion Structure
Valle Di Villa Pump Station (chlorine, fluoride, iron bacteria)	Corner Canyon Pilot Well
Hidden Valley Pilot Well	Hidden Valley Meter Vault

- **Town of Daniels** — Inspections and/or materials testing on the following projects: 800,000 Gallon Concrete Reservoir, Well & Pump Station, Culinary Waterline Improvements
- **Water Transmission Line from Well 3 to Reservoir Copperton Improvement District** — Inspections and/or materials testing.
- **Heber City Corporation, Public Works Director**—Road infrastructure, Water and Sewer System including well house pump station, tanks and piping, Cemetery and Parks Department
- **Department of Transportation**—Assistant Foreman, Equipment Operator, Construction of salt retention basin, shoulder reconstruction in Strawberry Valley



Torrey Copfer, Lab Technician Supervisor

EDUCATION

BS Degree in Hydrogeology Engineering Geology
Utah State University
MS Degree Structural Geology
Utah State University



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ENGINEERING

REGISTERED PROFESSIONAL GEOLOGIST

Utah No. 6274579-2250
Washington No. 2836
Colorado (nno)

OTHER REGISTRATIONS

Utah UST Soil/Groundwater Sampler, UST Consultant

EXPERIENCE

Advanced degree professional with 10+ years experience in customer/client services. Ability to communicate and motivate team members to provide dynamic, team-spirited, and performance-driven results to enhance team goals and company bottom-line objectives. Proficient in adapting to new work environments, computer programs, and policies with a great attention to detail and customer/client support.

PROJECT GEOLOGIST / CONSTRUCTION MANAGEMENT

Epic Engineering (2012-present)

Project manager for geotechnical, environmental, and engineering geology projects. Materials testing technician and laboratory analysis for construction management department. Interpretation of environmental regulations and investigations results to successfully meet the clients' requirements. Conducted groundwater and soil sampling and monitoring; prepared technical reports and client recommendations.

HYDROGEOLOGIST

Columbia Basin Groundwater Management Area (2009-2010)

Project Manager of hydrogeologic Subsurface Mapping and Aquifer Assessment program. Gathered data and provided GIS/GPS support, data acquisition, and management for developing workable groundwater models and in providing sub-basin evaluations and groundwater quantity assessments. Managed groundwater chemistry sampling program over four county region of municipal, private, irrigation, and commercial groundwater wells. Provided support and presentations for public meetings, writing of press releases for local media.

PROJECT GEOLOGIST

Wasatch Environmental (2008-2009)

Project Manager of geologic and environmental phase I & II investigations. Successful execution of environmental monitoring programs, environmental site assessments, and remediation programs, including the development and maintenance of project schedules and budgets. Interpretation of environmental regulations and investigations results to successfully meet the clients' requirements. Conducted groundwater sampling and monitoring; prepared technical reports and client recommendations. Manager of the Weber County Landfill groundwater monitoring program. GIS/GPS support, data acquisition, and management.

SENIOR ENGINEERING GEOLOGIST

Y² Geotechnical, P.C. (2006-2008)

Company Manager of geology, hydrology, and environmental projects. Conducted geotechnical engineering, geologic hazard, hydrology, and environmental phase I & II investigations. Established the Utah County office and conducted new client marketing for Utah and Uintah counties. Preparation and presentation to clients of technical cor-



Torrey Copfer, Lab Technician Supervisor

(Continued from page 1)

responsibility, project proposals, technical reports, work plans, and project specifications including cost estimates and budgets. Coordinated planned drilling/geologic activities and tracked and reported progress. Designed and conducted field investigations including

geologic hazards investigations, geotechnical engineering, environmental assessments, and groundwater public water supply design, drilling, and analysis. Supervised geologic staff to ensure drilling, sampling, and logging programs were within the outlined program, schedule, and cost approvals. Other tasks include:

Environmental Phase I/II/III Site Assessments	Project Management
Landslide and Slope Stability Investigations	Report Writing, Preparation, and Reviews
Seismic and Liquefaction Analysis	Drill/CPT Rig Assistant and Operation
Geologic and Groundwater Mapping	Water Resources Inventories
Groundwater Well Siting and Analysis	Soil Sample Preparation and Lab Analysis
Geotechnical and Geologic Field Sampling	Client Marketing and Project Procurement

GROUNDWATER HYDROLOGIST

Natural Resources Consulting Engineers

Responsible for all aspects of water resources and geologic investigations. Project manager of the Havasupai Tribe client and co-manager of Pechanga Tribe client. Conducted comprehensive hydrogeologic field investigations and data analysis of pump tests; determined the geometry of groundwater flow systems, aquifer hydraulic properties, groundwater/surface water relationships, annual recharge/discharge and water chemistry. Provided results and resource management recommendations in technical reports. Worked with federal, state, county, and municipal agencies and the general public. Conducted and participated in public hearings. Technical liaison for the Havasupai Tribe to the North Central Arizona Water Supply Study and expert witness in federal court. Acquired, tested, evaluated, documented, distributed and created multi-layer, three-dimensional groundwater flow models for numerous projects. Other tasks include:

Project Management	Groundwater Modeling
Well-log and Core Analysis	Data Analysis
Review of NEPA/EIS Studies	Geologic Mapping Field Investigations
GIS/GPS Map Preparation	Geophysical Log Analysis
Aquifer Testing and Sampling	Geologic Cross-sections
Budgeting	Report Preparation
Groundwater Well Siting	Statistical Contouring
Groundwater Sampling	Project & Report Review
Grant Proposal Preparation	Climate Station Installation
Project Field Water Chemistry	Aerial Photo Interpretation

EXHIBIT B

EPIC ENGINEERING BILLING RATE SCHEDULE 2013

Employee	Trip Charge	Hourly Billing Rate
Inspector: 2 to 4 years experience	\$28 / \$14	\$48
Inspector: 4 to 6 years experience	\$30 / \$15	\$53
Inspector: 6 to 8 years experience	\$32 / \$16	\$58
Inspector: 10 to 15 years experience	\$34 / \$17	\$63
Inspector: 15 to 20 years experience	\$36 / \$18	\$72
Inspector: 20 + years experience	\$38 / \$19	\$77
Project Engineer	\$40 / \$20	\$92

EPIC ENGINEERING BILLING RATE SCHEDULE 2013

Test	Unit	Billing Rate
Proctor Tests (AASHTO T-180)	EACH	\$110
Nuclear Density Tests	N/A	N/A *
Set of Concrete Cylinder Tests (3 Cylinders / Set) also includes Slump & Air Entrainment Tests	EACH	\$35
Sieve Analysis	EACH	\$50
California Bearing Analysis (CBR)	EACH	\$150
Concrete Core and Compressive Strength Tests	EACH	\$13
Asphalt Core and Density Tests	EACH	\$57
Field Marshall Tests	EACH	\$90

Employee	Trip Charge	Hourly Billing Rate
Geotechnical Engineer	\$50 / \$25	\$96
Lab Technician	N/A	*\$50
Field Technician Supervisor	\$34 / \$17	\$63
Field Technician	\$24 / \$12	\$48

*Nuclear Density Tests will be billed as part of the field technician time.



Staff Report to City Council

Agenda Date:	March 5, 2013
Staff Contacts:	Dale Robinson, Ryan Rhees
Reviewed By:	Kent Clark, Junior Baker
Subject:	Golf Cart Lease

Background Discussion:

The Intermountain Golf Cars representative came and offered to renew our contract a year prior to the expiration date and take all existing carts back in their current condition without penalty (which can cost up to \$5,000). We negotiated a new lease agreement which will save the city \$5,370.00 per year and also include the following additional benefits; a single point watering system (valued at \$10,000) which will reduce maintenance costs and improve battery life, a \$2,000 parts credit, new chargers, new beige cars equipped with all the options we have had plus information holders and sand & seed bottles. With new cars we will also eliminate any costs associated with maintaining an aging fleet for the final year of our existing lease. We have done our due diligence and researched the market to make sure that this offer is competitive.

Budgetary Impact:

Current lease is \$59,953.00 annually. The new lease will cost \$54,583.00 per year which will save the city \$21,480.00 over the term of the lease.

Recommendation:

Staff recommends that the council accept the terms of the offer and authorizes the Mayor to sign a new lease agreement with Intermountain Golf Cars.

Attachments: None

There were some corrections being made to the actual agreement at the time this staff report had to be submitted. It will be available in time for council meeting and reviewed by Junior and Kent prior to the Mayor signing. The language is identical to the last agreement with the exception of the new terms and conditions stated in this report.



MAP AMENDMENT

REPORT TO THE CITY COUNCIL GARY CARTER ZONING MAP AMENDMENT APPROVAL REQUEST

Agenda Date: March 5, 2013.

Staff Contacts: Dave Anderson, Community Development Director.

Reviewed By: Development Review Committee.

Request: To change the zoning designation from R-1-8 to R-3 for a 2-acre parcel located at 475 West 100 South.

Zoning: R-1-8 existing, R-3 proposed.

General Plan: Mixed Use.

Location: 475 West 100 South.

Background Discussion

The applicant has proposed to change the zoning for a 2-acre parcel located at 475 West 100 South from R-1-8 to R-3. The applicant's ultimate goal is to develop duplexes on the subject property. One depiction of how the property would perhaps be developed is represented on the attached concept plan.

The General Plan identifies the subject property as Mixed Use. The following is an excerpt from the General Plan about the Mixed Use designation:

Mixed Use: These areas provide for a mix of limited residential, retail, personal services, business services and office uses. Residential uses may be permitted when integrated into developments that also contain non-residential uses or at locations where the City has determined it is unfeasible to operate non-residential uses. Mixed Use developments typically serve as a transition between more intense commercial areas and residential land uses. They can also be used in certain areas to allow residential conversions to office use, subject to site and architectural review criteria. Parts are intended to promote and maintain the character of a pedestrian-oriented retail district. Building orientation should strongly encourage pedestrian use by having buildings close to the street. The architectural style of new or remodeled buildings shall be consistent with the area.

Staff does not believe the subject property is situated such that it might ever support nonresidential uses, whether those uses are mixed with residential uses or not. As such, staff believes a proposal that would accommodate the development of the property residentially is appropriate to approve.

Should this request be granted, the applicant would then apply to have a Preliminary Plat approved as an Infill Overlay project. Both the Planning Commission and City Council would then have an opportunity to review that Preliminary Plat.



Development Review Committee

The Development Review Committee reviewed this proposal in their January 23, 2013 meeting and recommended that it be approved. Draft minutes from that meeting read as follows:

Gary Carter

Applicant: Gary Carter
General Plan: Medium Density Residential
Zoning: R-3 proposed, R-1-8 existing
Location: approximately 475 West 100 South

Mr. Anderson explained that the current zone on the property was R-1-8. He indicated an R-1-6 zoning designation on the agenda but that he felt the best zoning designation for the property would be R-3 because the applicant would like to build a total of either 10 or 12 units on the property.

Mr. Baker asked if the R-3 Zone met the City's General Plan. Mr. Anderson said that it did.

Mr. Anderson explained to the applicant, Gary Carter, that his next step would be to apply for a Preliminary Plat in conjunction with an In-Fill overlay zone.

Mr. Oyler **moved** to recommend that the Planning Commission **approve** the R-3 zone. Mr. Anderson **seconded** and the motion **passed** all in favor.

Mr. Thompson explained that there were some connector's agreements in place for storm drain pipe. He told the applicant to talk to Marlo Smith.

Planning Commission

The Planning Commission reviewed this request in their February 6, 2013 meeting and recommended that it be approved.

Gary Carter

Applicant: Gary Carter
General Plan: Medium Density Residential
Zoning: R-1-6 proposed, R-1-8 existing
Location: approximately 475 West 100 South

Mr. Anderson explained that the applicant was proposing to change the zone in order to construct duplexes. The General Plan for the property is Mixed Use. The mixed use designation gives the City a lot of latitude for the way that properties are put to use. City staff believes building duplexes is appropriate for this area. The City only has one

zone that permits duplexes which is the R-3 zone with an In-Fill Overlay approval. The In-Fill Overlay Zone is a tool that the City has for design criteria and site specific mitigation.

Chairman Gonzales asked why the applicant requested R-1-6 if they needed R-3 zoning. Mr. Anderson explained that he had given the applicant some wrong information relative to zoning and that for what the applicant wanted to do he would need R-3.

Commissioner Heap asked if 475 West had been fully dedicated to the City. Mr. Johnson said it had not.

Discussion was held regarding the zoning on adjacent properties and the structures on them.

Chairman Gonzales opened for public comment.

Janae Wilson

Ms. Wilson explained that there were 10 homes along 475 West and that they are all over 2,500 square feet. Behind the homes is senior housing. She expressed concern about feeling sandwiched between senior housing and the transient nature of duplexes. Will they be for sale or for rent?

Mr. Wilson expressed that he would want single-family homes.

Gary Carter

Mr. Carter explained that he did plan on putting in a senior development. The square footage would be 1500-1600 square feet on one level and that it would be a quality development.

Chairman Gonzales asked if the duplexes would be for rent or purchase.

Mr. Carter said that they would be for sale to seniors.

Justin Milstead

Mr. Milstead expressed concerned with whether or not there would be an HOA. Mr. Carter said that there would be.

Frank Kanig

Mr. Kanig said that he had relatives in the senior project and that it is very nice. He feels the senior development is not a transient development.

Discussion was held regarding single-family dwellings instead of multi-family.

Commissioner Sorenson expressed that he felt that it was tough to find the balance for the City and the rights of the property owner.

Staff recommends that the proposed Zone Change be approved.

Mr. Kanig explained where he lived and that it used to be a farm and that he would love for it to still be a farm but that people have to change plans as time goes along.

Mr. Anderson said that the applicant would be willing to take a few weeks to explore some other options.

Chairman Gonzales **moved to table** the proposal in order for the applicant to explore some other options. The motion **died** for lack of a **second**.

Mr. Carter explained that he felt that he was blessing the surrounding properties with the type of development he was proposing. He said that he understood what could be built on the property (but would probably not be feasible) and expressed how he thought it would affect the neighborhood. He expressed that this plan would still be to build single level, rambler, quality, stucco homes for seniors.

Discussion was held regarding what the neighbors would prefer to see built and what was allowed in the R-3 zone.

Commissioner Swenson **moved to approve** the Gary Carter Zone Change. Commissioner Gull **seconded** and the motion **passed** by a roll call vote. Chairman Gonzales voted **nay**.

Mr. Anderson explained the process once a Zone Change is approved.

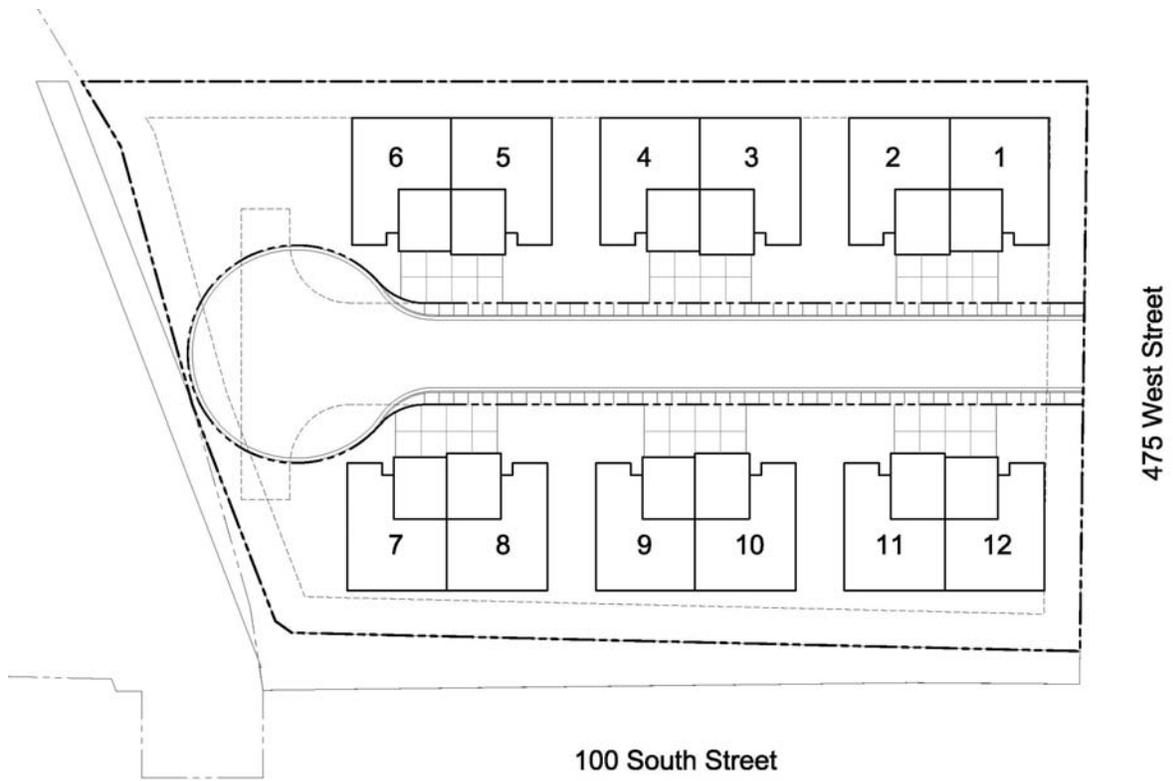
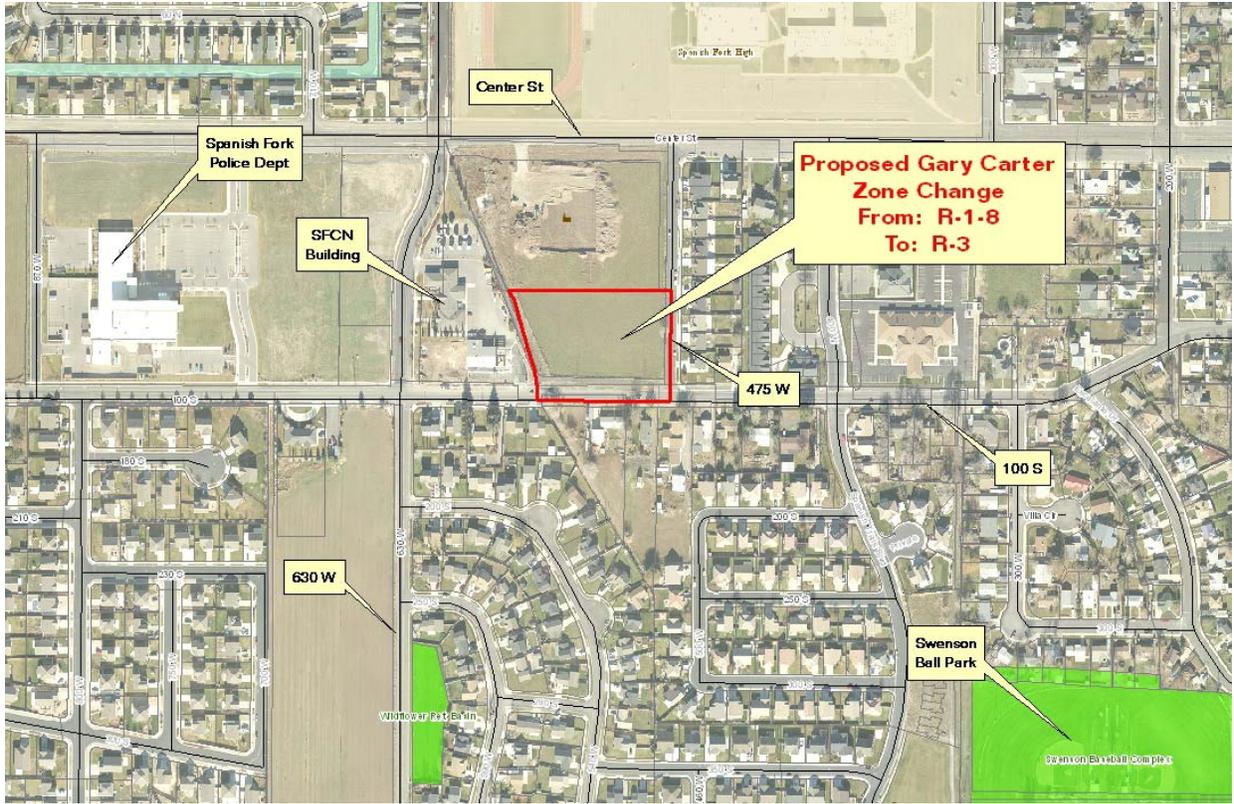
Commissioner Fallon suggested that the two twin homes on the East end face 475 West.

Mr. Carter explained that it might only be feasible to construct four homes and that with duplexes there could be more families.

Budgetary Impact

Staff does not anticipate any significant budgetary impact with either approving or not approving the proposed amendment.

Recommendation





Memo

To: Mayor and City Council
From: Cris Child, Airport Manager
Date: February 28, 2013
Re: Adding Woodhouse Field to the Name of the Airport

Staff Report

RECOMMENDED MOTION

Approval

BACKGROUND

In addition to the formal Airport name, many airports have an informal name. For Example, San Diego International Airport is called Lindbergh Field in honor of Charles Lindbergh's aviation achievements. In honor of the Aviation Legacy at the Spanish Fork/Springville Airport of Ralph Woodhouse and his Sons, it is being proposed that the informal name of "Woodhouse Field" be added to the name of the Spanish Fork/Springville Airport.

DISCUSSION

The Airport Board has unanimously approved the recommendation of this modification to the City Councils. The informal name is mostly used by Pilots over the radio when approaching or in the traffic pattern and the Formal Name of Spanish Fork/Springville Airport will still be the primary identifier of the Airport on FAA Charts and in Airport Facility Directories.

ALTERNATIVES

Approve or Deny the modification.

FISCAL IMPACT

This change will not incur any additional expense at the Airport. FAA Charts and Directories are updated on a regular basis and once the change is made the modification would be made to future Charts and Directories when published.

