



## 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 November 5, 2013**.

### AGENDA ITEMS:

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

- a. Pledge, led by invitation

#### 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: Storm Drain Presentation

#### 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 – [October 15, 2013](#)
- b. \* [Tractor Trade Agreement with M&R Equipment](#)
- c. \* [River Bottoms 300 East Property Strawberry Water Dedication Agreement](#)
- d. \* [Miscellaneous Concrete Site 1, 300 West Project Change Order 1](#)
- e. \* [Woodhouse Substation Expansion 2013 Project Change Order 1](#)
- f. \* [Master Agreement for Professional Services with Project Engineering Consultants, Ltd\(PEC\)](#)
- g. \* [Spanish Fork River Trail MAG Grant, Contract Modification 1 for Engineering & Environmental Work](#)
- h. \* [UDOT Enhancement Agreement for Improvements at US 6 Chappel Drive](#)

#### 6. NEW BUSINESS:

- a. Alan Bird Easement Agreement for Butler Springs Pond
- b. \* [UTA License Agreement for the Industrial Substation to Leland Distribution Line](#)
- c. Proposed Amendment to the City's Home Occupation Requirements Re: Dance Studios

#### 7. CLOSED SESSION:

- a. Land Purchase & Litigation

*The Spanish Fork City Council may temporarily recess the regular meeting and convene in a closed session to discuss pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

### ADJOURN:

\* Supporting documentation is available on the City's website [www.spanishfork.org](http://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](http://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  
October 15, 2013

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

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; Jered Johnson, Engineering Division Manager.

Citizens Present: Krisel Travis, Troy Walker, Bobilyn Bassett, Sam Brinkerhoff, Riley Matsuoka, Jorge Aguero, Hampton Bassett, Brett Proctor, Maddy Shearer, Derrick Brundage, Kevin Payne, Danyelle Payne, Tage Johnson, Mike Mendenhall, Cary Hanks, Carl Creighton, Brock Anderson, Zack Tolbert, Cade Parkinson, Michael T. Adams, Bridger West, Garrett Worthen, Stephen Tibbs, David Eliason, Brody Eliason, Kay Christensen, Kayson Christensen, Mr. Dahl.

**CALL TO ORDER, PLEDGE, RECOGNITION:**

Mayor Andersen called the meeting to order at 6:00 p.m.

Garrett Worthen led in the pledge of allegiance.

**PUBLIC COMMENTS:**

**Agenda Request –Kevin Payne**

Kevin Payne presented the council a copy of his speech and read the following:

*I appreciate your attention tonight. Unfortunately the reason I am here is the same as it was in 2007, I need to remind the city council of our settlement reached that year and stress the importance of upholding our agreement.*

*In December 2007 I signed a settlement agreement with this city resolving pending litigation. Many members of this council, including Mayor G. Wayne Anderson voted unanimously to approve resolution 08-01. And closed both the dispute I made that the counter suit the City filed against me.*

*Just under 7 years later someone has apparently decided to re-visit this contract to find a way to try to manipulate it to allow the city to put in a larger roadway along 700 E; and in my opinion breach the contract we have held.*

*When construction began this summer on the 700 east roadway I was prompt and frequent in expressing my concern that the roads new layout would prevent enough room from ever placing the new sidewalk as the contract stated and our understanding of the final settlement with Spanish Fork city back in 2007. This can be found in section (3a) of the settlement agreement. It states "All public infrastructure and related improvements, including sidewalks along 700 E. adjacent to the Payne property shall be located at least two feet outside or to the west of the existing fence line to the west side of the Payne property."*

*Now that the road curb and gutter have been completed it is evident that it will now never leave me with the possibility to have a sidewalk according to the terms of our agreement. The recently installed ADA ramp on the corner of 700 E and 800 N already encroach several feet and actually run past into our property to put a 4' wide sidewalk in.*

*My first act was to ask my attorney to look and see if this was some sort of oversight or misunderstanding. After careful deliberation it became apparent that a dialogue must begin with the city to find out where this went wrong. So a letter was sent.*

*The response from the city of Spanish Fork through Mr. Junior Baker, the city attorney was unbelievable.*

*Not only did Mr. Baker acknowledge that there will now not be enough room to place a sidewalk in the location according to the settlement, furthermore, I will need to remove the fence at my expense and allow*

53 the city to place the sidewalk inside my property if I ever do want the sidewalk installed. The letter then  
54 explains that if we chose to reopen our case then the city will choose to reopen theirs, as some sort of way  
55 to make me think twice about standing up.

56 Mr. Baker continues with the explanation that there are many areas in the city where the sidewalk is not  
57 completed, but in this instance I will now never be afforded the right to have a sidewalk along my property in  
58 compliance with the settlement. It will require me to give up land that was settled in our agreement in 2007,  
59 land inside my existing fence line that was installed years before we ever purchased this, our first home,  
60 further diminishing the value of my property.

61 How can I as a citizen of this town ever have any faith and confidence in our elected officials when a simple  
62 agreement that has lasted since 2007 will not be upheld. A response from several city officials, and  
63 according to Mr. Baker, stating that the sidewalks and public infrastructure must be located and not  
64 demanding it meant that I will never get a sidewalk in that location. Mr. Baker leans on the city's record of  
65 not completing sidewalks throughout Spanish Fork as a great excuse to leave me without one. I look at this  
66 as a poor planning and leadership. Looking for an excuse to skirt responsibilities does not reflect well for the  
67 city and only hurts our image. I have lived here over 10 years, and may live here for 10 more. I have yet to  
68 see a similar sidewalk omission as bad as this looks. While he is correct, even the South side of my property  
69 has no sidewalk, but it is easily negotiated, easy to remove the snow and accessible to all who travel across  
70 the unfinished section every day. In stark contrast the new unfinished section on the west side is a disaster  
71 zone and entirely impossible to navigate as trees and utility poles block major sections with slopes that drop  
72 as much as (10) inches in just a few feet. This is an accident waiting to happen. Thus far the accidents that  
73 have already occurred have only involved my family and have not required serious medical attention. But  
74 with the road opening recently, we are seeing that the vehicles traveling it requires a person to walk on the  
75 sidewalk for safety, but walking down the area where the sidewalk should be, could and will be more  
76 dangerous than walking along the side in the road. This can only be expected to increase as water, snow, ice  
77 and other citizens attempt to traverse this section.

78 To me this is a clear case of some big city officials trying to push and pressure citizens that don't seem to fit  
79 with some larger agenda. Until recently we have long held a position we will not impede development, but  
80 this piecemeal approach taken by city officials just shows an allegiance to big developers at the residence  
81 expense. How about showing some fairness, honoring your commitments and standing for what you probably  
82 all ran on to hold these offices. Yes, Spanish Fork is growing, but just like in 2007 this can sit for another 6-  
83 10 years before major development comes. I will never forget North Park development, it was going to  
84 explode with development, Home Depot, Target and many more smaller businesses. When I look over there,  
85 yes there are some new stores, but I still see a lot of dirt and weeds. Similarly, instead of the sidewalk along  
86 my fence I have nothing but dirt and weeds. How does that reflect on potential residence and business?  
87 The following is a excerpt on the subject that I found on Spanish Fork website:

88 "The City anticipates making additional improvements to 1000 North, 600 East and 700 East,  
89 however these improvements will wait until the construction of retail buildings begin on the site and the  
90 improvements are needed in the area."(Dec 8, 2009).

91 <http://www.spanishfork.org/newsevents/events/view.php?id-212>

92 No stores have begun over by us, there is still a (40') pile of dirt there. Why did this happen so quickly; we  
93 couldn't have sat down to address of this before? It appears to me that some did sit down and decide that  
94 breeching our existing contract would be an acceptable risk for the city to take. Why keep wasting public  
95 funds? Was this decision in the same meeting that repaved 700 East just to turn around and rip it all out only  
96 a few months later? Or to place a new fire hydrant inside this settlement zone and then rip it out and tear up  
97 the new curb and gutter to relocate it as well? Don't we have better places that our city resources can go  
98 than constant litigation with the Payne family? If not, then is it possible we need new leadership in charge of  
99 such funds and decisions.

100 In conclusion, I urge you to look into this matter, I will not continue to stand for this apparent breach of  
101 contract and hope to avoid another long and costly litigation.

102 Hopefully this is the first time you are hearing of this dispute, and will find it as disappointing as we have, I  
103 would be ashamed to have my name signed to this contract, or voted to approve and see how it has been  
104 misconstrued. Thank you for your time and attention to this matter, I look forward to a quick resolution, and  
105 the adequate space for the sidewalk west of my fence in compliance with the agreement.

106  
107 Mayor Andersen said that this is the first he is hearing of this situation and will look into it and be  
108 back in communication with Mr. Payne.

110 Junior Baker said he has some answers to the situation. Mr. Baker said that Mr. Payne sued the  
111 city several years ago and the city countersued for quiet title. Mr. Payne's property line is very  
112 close to the home, not where the fence is. The City dismissed the counter claim but it can be  
113 refilled, if needed. The sidewalk could be installed in the public right of way, but the City thought  
114 it would be best to allow Mr. Payne to enjoy the grassy area within the public right-of-way and  
115 inside the fence. An aerial photo was shown which showed property lines. The property line is  
116 right next to the home, with the entire yard adjacent to 700 East being in the public right-of-way.  
117 Mr. Baker addressed a couple of other problems: One problem is the approach for the driveway  
118 needs to be fixed. The City went to the property to fix it and Mr. Payne told them to not touch it.  
119 The City would like to get this issue resolved while the contractor is still on site. The second  
120 issue is the trailer parked on the road that eventually could receive a citation if it is not moved off  
121 of the road.

122  
123 Cary Hanks, Director of the Spanish Fork Salem Area Chamber of Commerce, invited the public  
124 to the Meet the Candidates night Thursday, October 17<sup>th</sup> from 6pm-8pm at the City Office.  
125 Channel 17 will broadcast it live. If you have questions you can email those to  
126 [office@sfchamber.com](mailto:office@sfchamber.com). Ms. Hanks also invited everyone to the Main Street Trick-or-Treat on  
127 Saturday, October 26<sup>th</sup> from 1pm-3pm.

#### 128 129 **COUNCIL COMMENTS:**

130 Councilman Davis asked Jered Johnson, Engineering Division Manager, to give an update about  
131 the construction at the airport. Councilman Davis reminded citizens to get out and vote on  
132 Election Day November 5th.

133  
134 Councilman Leifson reminded citizens that there is also Early Voting for the election that starts  
135 October 22 through November 1 from 1-5 at the City Office. Councilman Leifson thanked the  
136 Chamber of Commerce for inviting the candidates to come speak at their meeting.

137  
138 Councilman Scoubes said he will be attending the solid waste board meeting tomorrow and  
139 reviewed some items that will be discussed.

140  
141 Mayor Andersen encouraged the citizens to get out and vote on November 5th. Mayor Andersen  
142 expressed that every vote counts and spoke of his experience of losing the election, then a  
143 recount was done and he had actually won. Mayor Andersen asked citizens to study the  
144 platforms of the candidates and vote for someone that you think will get the job done.

145  
146 **SPANISH FORK 101:** 2013 General Election Voter Information –Kent Clark

#### 147 148 **CONSENT ITEMS:**

149 Department Directors gave a brief summary of their item(s) below:

- 150 a. Minutes of Spanish Fork City Council Meeting – October 1, 2013
- 151 b. 1850 North Sewer Siphon 2013 Project, Change Order 1
- 152 c. Easement Agreement with Swenson Properties, LLC
- 153 d. Lobbyist Agreement with Marcus Faust

154  
155 Councilman Leifson made a **Motion** to **approve** the consent items.  
156 Councilman Dart **Seconded** and the motion **Passed** all in favor.

157

158 **PUBLIC HEARING:**  
159 **Ordinance #16-13 Abandoning Sewer and Electric Easements in the Canyon Creek Development**  
160 Junior Baker said this item was approved a couple of meetings ago, but it was found that the  
161 proper notice was not published in the paper so we are presenting it again. Sewer and electric  
162 easements are being abandoned to allow for the construction of a hospital and retail  
163 establishments. Temporary easements will be granted to the City until the utilities can be  
164 permanently relocated.  
165  
166 Councilman Gordon made a **Motion** to move into Public Hearing.  
167 Councilman Davis **Seconded** and the motion **Passed** all in favor at 6:59p.m.  
168  
169 Mayor Andersen welcomed public comment.  
170  
171 There was none.  
172  
173 Councilman Davis made a **Motion** to move out of Public Hearing.  
174 Councilman Leifson **Seconded** and the motion **Passed** all in favor at 6:59p.m.  
175  
176 Councilman Davis made a **Motion** to **approve** Ordinance #16-13 Abandoning Sewer and Electric  
177 Easements in the Canyon Creek Development.  
178 Councilman Scoubes **Seconded** and the motion **Passed** all in favor with a roll call vote.  
179  
180 **Park View Zone Change –This proposal involves changing the zoning for approximately 16 acres**  
181 **located north of Volunteer Drive, east of Main Street to Commercial 2 and R-3.**  
182 Dave Anderson said this proposal is 16 acres across from the City Sports Complex. The  
183 property currently has three different zoning designations. The proposal tonight is for a zone  
184 change to Commercial 2 on the east side and R-3 for the remaining of the property. In the  
185 proposed R-3 area there would be 132 townhome units. The Development Review Committee &  
186 Planning Commission recommended denying the Park View Zone Change.  
187  
188 Councilman Dart made a **Motion** to move into Public Hearing.  
189 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:10 p.m.  
190  
191 Krisel Travis with DR Horton, the proposed developer, reviewed a few changes on the layout  
192 related to the garages and the front of the homes addressing the street. Ms. Travis said this  
193 property has numerous easements throughout. DR Horton found some more utility lines that  
194 were not in easements and proposes to move those to the right location. Ms. Travis said that 1.6  
195 acres is set aside for the commercial development in the future. Ms. Travis reviewed the  
196 amenities that were added as requested by DRC & Planning Commission. Ms. Travis said they  
197 are hoping for approval of a rezone with a contingency on final plat approval so the property  
198 owner is not stuck with the zone change if the development does not happen.  
199  
200 Mr. Dahl owner of the proposed property expressed that DR Horton is a great company to work  
201 with to get this development to work.  
202  
203 Councilman Leifson made a **Motion** to move out of Public Hearing.  
204 Councilman Davis **Seconded** and the motion **Passed** all in favor at 7:22 p.m.  
205

206 Councilman Davis said he would like to look at creating a development agreement. Councilman  
207 Davis is concerned about the high density and would like to continue this item so staff & council  
208 can meet with the developer.  
209  
210 Krisel Travis said they are happy to do a development agreement and they are in compliance with  
211 city standards. They are under contract and a time restraint so the sooner they can meet the  
212 better.  
213 Councilman Davis made a motion to continue the Park View Zone Change for 60 days.  
214  
215 The motion died for lack of second.  
216  
217 Councilman Leifson said we can probably do it faster than the 60 days.  
218  
219 Ms. Travis asked with the application if it could it be prepared for the rezone and the preliminary  
220 plat.  
221  
222 Councilman Leifson replied yes.  
223  
224 Councilman Gordon asked about the 14 spots for on street parking on Volunteer Drive for the  
225 homes that front to Volunteer Drive.  
226  
227 Ms. Travis said the parking spots are on Volunteer Drive because of the front of the homes face  
228 that street. The other homes in the development do not have the same parking.  
229  
230 Dave Anderson said that the City requires 2.5 parking spaces per unit as off street parking from  
231 the developer.  
232  
233 Councilman Scoubes asked what happens to the on street parking when there are events at the  
234 sports park.  
235  
236 Dave Anderson said that it is public parking anyone could park there.  
237  
238 Councilman Davis asked if this item is tabled for 30 days, what happens if a decision has not  
239 been made.  
240  
241 Junior Baker said the City Council could continue it again, deny or approve it.  
242  
243 Mayor Andersen said they will have a couple councilmembers will meet with DR Horton to start  
244 working on the items that need to be addressed.  
245  
246 Councilman Davis made a **Motion to continue** the Park View Zone Change for approximately 60  
247 days.  
248 Councilman Dart **Seconded** and the motion **Passed** all in favor with a roll call vote.  
249  
250 **Cerna Zone Change –This proposal involves changing the zoning for a parcel located west of 689**  
251 **North Lynnbrook Drive**  
252 Dave Andersen said this is a small parcel that is land locked behind a twin home and would like to  
253 change the zoning from R-1-6 to Commercial 2. The adjacent property to the east is already

254 zoned Commercial 2. The Development Review Committee & Planning Commission recommends  
255 approval.

256  
257 Councilman Gordon made a **Motion** to move into Public Hearing.

258 Councilman Scoubes **Seconded** and the motion **Passed** all in favor at 7:39 p.m.

259  
260 Jamie Evans said that he has been working on this project and this billboard since 1998 and has  
261 been told several times that he cannot do it. Mr. Evans is assuming that Reagan will be moving  
262 their two billboards from State Road 51 to this one location. Mr. Evans asked if this is approved  
263 that he would like the same opportunity in the future.

264  
265 Councilman Davis made a **Motion** to move out of Public Hearing.

266 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 7:43 p.m.

267  
268 Councilman Scoubes asked if it was determined that Cerna owns the land.

269  
270 Junior Baker said that it is in the county records as a separate parcel.

271  
272 Councilman Davis made a **Motion** to **Continue** the decision on the Cerna Zone Change to the  
273 next city council meeting.

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

275  
276 **NEW BUSINESS:**

277 **Springville Spanish Fork Water Connection Agreement**

278 Chris Thompson said on the north border where Spanish Fork's water line ends, it was decided to  
279 connect to Springville's water line. A meter was installed and it will be used for emergency uses  
280 only. The State Division of Drinking Water has approved the connection and the valves would  
281 only be opened with the permission of both cities.

282  
283 Councilman Dart made a **Motion** to **approve** the Springville Spanish Fork Water Connection  
284 Agreement.

285 Councilman Leifson **Seconded** and the motion **Passed** all in favor.

286  
287 **Cold Springs Front Collection System Bid**

288 Chris Thompson said he has been working for about 3 ½ years on this project and the City  
289 almost has a permit from the Army Corp of Engineers. The City will be eliminating the Cold  
290 Springs pond located up Spanish Fork Canyon and will construct a larger pond on the south end  
291 of Main Street. Staff recommends awarding this bid to Sunroc Corporation in the amount of  
292 \$2,064,850 with the following conditions:

- 293       1.       City receives a permit from the Army Corp of Engineers  
294       2.       City acquires easements needed  
295       3.       Any deadlines in the bid be extended from when the contract is signed.

296  
297 Councilman Davis asked what if costs go up and the City still does not have the permit.

298  
299 Mr. Thompson said that Sunroc will have to commit to the pricing before we sign the agreement.

300  
301 Councilman Davis made a **Motion** to **approve** the Cold Springs Front Collection System Bid to  
302 Sunroc Corporation in the amount of \$2,064,850 with the following conditions:

- 303       1.       City receives a permit from the Army Corp of Engineers

- 304           2.     City acquires easements needed  
305           3.     Any deadlines in the bid be extended if needed  
306 Councilman Gordon **Seconded** and the motion **Passed** all in favor.

307  
308 **Approval of Election Poll Workers**

309 Kent Clark presented the list of election poll workers that need to be approved to work the  
310 November General Election and is still looking for one more counter.

311  
312 Councilman Dart made a **Motion** to **approve** the Election Poll Workers for the 2013 General  
313 Election.

314 Councilman Davis **Seconded** and the motion **Passed** all in favor.

315  
316 **Rock Cove Plat B Preliminary Plat –The proposal would create two lots located at 2401 East**  
317 **1170 South.**

318 Dave Anderson said this proposal is to divide the property into two lots. The Development  
319 Review Committee and Planning Commission recommends approval.

320  
321 Councilman Gordon made a **Motion** to **approve** the Rock Cove plat B Preliminary Plat.  
322 Councilman Leifson **Seconded** and the motion **Passed** all in favor.

323  
324 **Larsen Preliminary Plat –This proposal would allow for the construction of a three unit structure**  
325 **at 880 East 600 North.**

326 Dave Anderson said City Council has approved the zone change for this property. This proposal  
327 is for a preliminary plat to construct a three unit structure. The Development Review Committee  
328 & Planning Commission recommends approval with the following conditions:

- 329           1.     That the applicant meets the zoning conditions imposed by the City Council.  
330           2.     That the applicant meet the City’s Construction Standards.  
331           3.     That a four-foot brick wainscot be added so as to match some of the characteristics  
332                 of the existing structures on the neighboring properties.

333  
334 Councilman Scoubes would like to see the left & middle units have the entrance doors next to  
335 each other instead of the garages.

336  
337 Dave Andersen said that could be required.

338  
339 Councilman Leifson made a **Motion** to **approve** the Larsen Preliminary Plat with the following  
340 conditions:

- 341           1.     That the applicant meets the zoning conditions imposed by the City Council.  
342           2.     That the applicant meet the City’s Construction Standards.  
343           3.     That a four-foot brick wainscot be added so as to match some of the characteristics  
344                 of the existing structures on the neighboring properties.

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

346  
347 **Canyon Creek Phase 3 Preliminary Plat –This proposal would create commercial lots located at**  
348 **500 East Kirby Lane.**

349 Dave Andersen said this proposal is to create 3 lots at approximately 500 East Kirby Lane. It  
350 meets the requirements and if needed the zoning will be addressed at a later time. The  
351 Development Review Committee & Planning Commission recommends approval.

352  
353 Councilman Davis made a **Motion** to **approve** the Canyon Creek Phase 3 Preliminary Plat.  
354 Councilman Scoubes **Seconded** and the motion **Passed** all in favor.

355

356 **North Park Amended Preliminary Plat –This proposal would create commercial lots located at 500**  
357 **East 1000 North.**

358 Dave Andersen said this lot was owned by Home Depot and Woodbury Corporation has bought  
359 the property back. The Planning Commission mentioned a potential need for a traffic study done  
360 at 500 East 1000 North. The Development Review Committee & Planning Commission  
361 recommends approval.

362  
363 Councilman Scoubes made a **Motion to approve** the North Park Amended Preliminary Plat with  
364 the following condition:

365 1. That a traffic study is conducted at 500 East 1000 North and if warranted, a traffic light be  
366 constructed at the developer's expense.

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

368  
369 **Resolution #13-10 Authorizing the Mayor to Request an Audit of the SWUA**

370 Junior Baker said there is an issue that has drug on for a number of years regarding property  
371 taxes on the 46kv electric line and who should pay those. Spanish Fork City feels we do not owe  
372 it. SWUA is sending bills and we are not paying them. We have spoken with Payson & Salem  
373 City and they have the same issues plus some other issues. We have tried to resolve this issue  
374 and have been unsuccessful. Having this audit done may save us some litigation costs and  
375 expenses.

376  
377 Councilman Dart asked what this is regarding.

378  
379 Junior Baker said SWUA claims to own some of the easements for rights of way. The Bureau of  
380 Reclamation claims they own all of the easements.

381  
382 Mayor Brailsford of Salem and a Central Utah Water Board Member Representative explained  
383 that the Interior Department of the United States Government does not do an audit unless  
384 requested by other entities, so this letter will come from the three cities.

385  
386 Councilman Scoubes made a **Motion to approve** the Resolution #13-10 Authorizing the Mayor to  
387 Request an Audit of the SWUA.

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

389

390 **ADJOURN TO REDEVELOPMENT AGENCY:**

391 Councilman Davis made a **Motion** to adjourn out of City Council Meeting and into Redevelopment Agency  
392 Meeting.

393 Councilman Leifson **Seconded** and the motion **Passed** all in favor at 8:22p.m.

394

395 **ADJOURN BACK TO CITY COUNCIL**

396 Councilman Davis made a **Motion** to adjourn Redevelopment Agency meeting and reconvene back to City  
397 Council meeting.

398 Councilman Gordon **Seconded** and the motion **Passed** all in favor at 8:25p.m.

399

400 **ADJOURN:**

401 Councilman Dart made a **Motion to adjourn** to Closed Session to discuss Land Acquisitions &  
402 Transactions.

403 Councilman Davis **Seconded** and the motion **Passed** all in favor at 8:25 p.m.

404

405 **ADOPTED:**

406

407  
408

Angie Warner, Deputy Recorder



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: November 5, 2013  
Re: Tractor Trade Agreement with M&R Equipment

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## Staff Report

### RECOMMENDED ACTION

Approval of the Tractor Trade Agreement with M&R Equipment.

### BACKGROUND

The city owns a tractor for the last 20 years we have traded it out each year for a new one. The current cost to make this trade is \$5,000 a year. This agreement continues this practice.

### DISCUSSION

We have found by experience that in many instances this is a much less expensive way to keep up on the maintenance of equipment like this tractor.

Attached: agreement



## Trade Agreement

Date: 8-29-2013

Agency: Spanish Fork City

Make: McCormick

Model: 100 HP Tractor with approval of Spanish Fork City

Under this agreement, M&R Equipment will trade in the 2013 McCormick 100 HP tractor for a new 2014 McCormick 100 HP tractor at the end of (1) year from date of delivery. The cost to Spanish Fork City will be \$5000 plus all repairs needed and wear items as outlined below.

1. Total hours on the machine at the end of the term outlined above will not exceed 300 hours. If the hours exceed 300, Spanish Fork City will reimburse M&R Equipment at the rate of \$25.00 per hour for all hours in excess of 300.
2. Spanish Fork City agrees to maintain the equipment to manufacture's specifications, as found in the respective owner's manual provided with the machine.
3. All glass to be free of all defects including, but not limited to, cracked windows. All light are to be operational and the exterior of the machine including, but not limited to, the cab shall be free of dents and the paint to have reasonable appearance.
4. All major warranty work will be done by M&R Equipment. It will be the responsibility of Spanish Fork City to inform M&R Equipment as soon as possible when warranty work in needed.

### M&R Equipment

Signed: 

Title: Salmanger

Date: 9/23/2013

### Spanish Fork City

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: October 30, 2013  
Re: River Bottoms 300 East Property Strawberry Water Dedication Agreement

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## Staff Report

### RECOMMENDED ACTION

I recommend approval of the River Bottoms 300 East Property Strawberry Water Dedication Agreement.

### BACKGROUND

In order for Strawberry Water to be used in the city pressurized irrigation system it must be dedicated to the city. The city has purchased approximately 40 acres of property in the river bottoms. This water dedication agreement is for the Strawberry Project Water that came to the city with that purchase.

Attached: agreement



When Recorded Mail to:  
STRAWBERRY WATER USERS ASSOCIATION  
P.O. BOX 70  
PAYSON, UTAH84651

Name: Spanish Fork City Corporation  
Tax I.D. No(s): 27:040:0037

SWUA Account No: 19233/SW  
Water Serial #(s): 3018.000, 3018.001

**WATER DEDICATION AGREEMENT  
AMONG  
STRAWBERRY WATER USERS ASSOCIATION,  
SPANISH FORK SOUTH EAST IRRIGATION COMPANY,  
THE CITY OF SPANISH FORK, AND**

SPANISH FORK CITY CORPIRATION

**LANDOWNER WARRANTIES AND REPRESENTATIONS**

Spanish Fork City Corporation (Landowners), doing business at 40 South Main St., Spanish Fork, Utah, 84660, represents and warrants that Landowner holds, subject to encumbrances of record, all right, title and interest in and to the following land in Utah County, Utah (Subject Land):

COM 6.67 CHS S & N 81 DEG W 2.83 CHS & S 2 DEG E .14 CHS FR CENTER OF SEC 30, T8S, R3E, SLM; S 2 DEG E 9.42 CHS; S 79 DEG 37'E 12.57 CHS; S 47 DEG 30'W 1460.34 FT; S 54 DEG 30'02"E 11.46 FT; S 47 DEG 11'39"W 956.57 FT; N 79 DEG 50'42"W 20.53 FT; N 15 DEG 37'41"W 14.46 FT; N 15 DEG 36'17"W 63.08 FT; N 04 DEG 47'25"W 77.14 FT; N 21 DEG 13'36"W 59.96 FT; N 29 DEG 47'58"W 187.28 FT; S 21 DEG 35'17"W 133.68 FT; N 17 DEG 15'W 284.30 FT; N 08 DEG E 2.28 CHS; N 47 DEG 30'E 18.33 CHS; N 42 DEG 45'W 7.75 CHS; N 09 DEG 45'E 9.80 CHS; S 81 DEG 08'E 8.48 CHS TO BEG. AREA 43.50 ACRES.

Landowner warrants that no other person or entity claims any right, title or interest in or to the SubjectLand, except encumbrances of record.

Landowner represents and warrants that appurtenant to the Subject Land are 9.27 shares of Strawberry Water Users Association (Association) Class S stock, Water Serial Numbers 3018.000, 3018.001 (Subject Association Shares), and Water Right Application recorded on the \_\_\_ day of \_\_\_, 19\_\_ as Entry Number \_\_\_\_, Book \_\_\_\_\_ and Page \_\_\_\_ in the books and records of the Utah County Recorder (Subject Water Right Application). Landowner represents and warrants that the Subject Association Shares and Subject Water Right Application are in good standing.

Landowner represents and warrants that Subject Association Shares are delivered at the head of the Spanish Fork South East Irrigation Company (Company) canal per the Subject Water Right Application. Landowner represents and warrants that Landowner holds all right, title and interest in

and to the Subject Association Shares and Subject Water Right Application, and that no other person or entity claims any right, title or interest in or to the Subject Water Right Application and Subject Association Shares.

Landowner warrants and represents that together the Subject Water Right Application and Subject Association Shares entitle Landowner to use Strawberry Valley Project (SVP) water for the Subject Land, in a manner consistent with Association Articles of Incorporation, Bylaws, policies and contracts, and Company Articles of Incorporation, Bylaws, policies and contracts, and applicable state and federal law. The Association and the Company have agreed to act reasonably to cooperate with the performance of this Agreement to the extent of dealing with the City regarding voting of shares, assessments, notices, delivery of the SVP water and transfers, as described in this Agreement. The Association and the Company are not obligated to incur costs beyond those they would respectively incur for their respective shareholders generally in this regard, and in particular, they are not obligated to incur attorney's fees or court costs. The Association and Company make no warranties or representations as to the effectiveness of this Agreement.

### **AGREEMENT TERMS**

In consideration of the mutual covenants contained in the Agreement, the parties agree as follows:

1. **All Shares and the Subject Water Right Application to Remain Appurtenant to Subject Land.**
  - a. Appurtenance and Future Owners of Subject Land - Except as expressly described in this Agreement, the Subject Water Right Application and Subject Association Shares will remain appurtenant to the Subject Land for the benefit of the future owners and users of the Subject Land. In particular, except as expressly described in this Agreement, the right to call on and beneficially use SVP water on the Subject Land, as described in the Subject Water Right Application and Subject Association Shares will remain appurtenant to the Subject Land.
  - b. Right to Transfer SVP Water  
Landowner acknowledges that, before entering into this Water Dedication Agreement, he/she understands that he/she had the right to pursue a transfer of all or part of his/her SVP water to other SVP lands in accordance with applicable State law, Reclamation law, policy and contracts, Association Articles, Bylaws, policy and contracts and Company Articles, Bylaws, policy and contracts. Landowner hereby waives and forsakes in perpetuity any such right to transfer the subject SVP water.
  - c. Right and Waiver of Right to Transfer Excess SVP Water  
Landowner acknowledges that development of his/her lands may create water in

excess of that amount needed to meet the City's water supply requirement. Upon entering into this Water Dedication Agreement, the Landowner waives and forsakes any present or future right to initiate the transfer of the Subject Association Shares to other lands; to avoid application of SVP water in excess of the City's water supply requirement, the Landowner may transfer the excess water to other SVP Lands consistent with applicable State law, Reclamation law and policy, Association Articles, Bylaws, policy, and contracts, and Company Articles, Bylaws, policy and contracts. Such transfer of excess water by the Landowner should be approved by the Bureau of Reclamation and Association and Company prior to Landowner executing this Agreement.

- d. Right to Seek Approval for SVP Water on Subject Lands The City shall have any and all rights of the Landowner to seek any necessary approvals to use the SVP water available to the Subject Association Shares and Subject Water Right Application for indoor uses on the Subject Lands, without further approval of, or compensation to Landowner. All of this shall be done in accordance with applicable State law, Reclamation law and policy, and Association Articles, Bylaws, policy, and contracts, and Company Articles, Bylaws, policy, and contracts.
  - e. Right to Seek Approval for Water Exchanges  
The City shall have the right to seek any necessary approvals to use water from sources other than the SVP to provide for the needs of owners and users of the Subject Land, and use the SVP water available to the Subject Association Shares and Subject Water Right Application on other lands by exchange including the transfer of some or all of the Subject Shares to other Company service areas within the SVP with the approval of the Company, the Association and Reclamation but without further approval or compensation to the Landowner. All of this shall be done in accordance with applicable State law, Reclamation law and policy, and Association Articles, Bylaws, policy, and contracts, and Company Articles, Bylaws, policy, and contracts.
2. **Perpetual Right to Vote Association Shares.** Landowner grants to Spanish Fork South East Irrigation Company any and all of Landowner's rights to vote the Subject Association Shares on all matters that come before Association Class S shareholders for a vote.
  3. **Perpetual Right to Receive and Pay Assessments, Receive Notice, Delivery, and Charge Usual City Rates.**
    - a. Landowner grants and assigns to the City any and all of Landowner's rights and obligations to receive and pay all Association and other assessments or charges under the Subject Association Shares and Subject Water Right Application.
    - b. Landowner grants to the City any and all of Landowner's rights to receive notice relating to the Subject Association Shares and Subject Water Right Application.

- c. Landowner grants to City any and all of Landowner's rights to receive delivery of the SVP water available under the Subject Water Right Application, Subject Association Shares, and Company Articles, Bylaws, policy, and contracts.
- d. Landowner agrees the City may assess such development, operation, maintenance, repair or replacement charges or assessments as determined by the City to be fair and reasonable, not to exceed city rates charged to other city customers who have not dedicated SVP water, applicable for the same uses and quantities.
- e. City agrees to pay reasonable fees to cover estimated actual direct and indirect administrative costs reasonably incurred by Association and Company in reviewing, approving administering and performing this Agreement.
- f. City agrees to resolve any and all delinquencies associated with Subject Association Shares.

**4. City's Obligations**

- a. Landowner has applied to City for approval to dedicate his/her Subject Shares appurtenant to the Landowner's property, described as Subject Land.
- b. City agrees to accept the dedication of the Subject Shares.
- c. City agrees to use the Subject Shares to serve the needs of the Subject Property as described in this Agreement.

**5. Indemnification.** The Landowner agrees to indemnify and hold harmless the City and its elected officials, officers, employees and contractors; Association and its directors, officers, employees and contractors; and the Company and its directors, officers, employees and contractors for all damages, costs, or liabilities resulting from suits, actions, or claims of any character brought relating to the terms of this Agreement. The Landowner does not agree to indemnify or hold harmless for any damages based upon any intentional or malicious actions committed by the City and its elected officials, officers, employees and contractors; Association and its directors, officers, employees and contractors; and the Company and its directors, officers, employees and contractors.

**6. Sub-Contracting of Delivery.** The City agrees to deliver the SVP water through its secondary irrigation system, on behalf of the Company, to the Subject Land.

**7. Binding Upon Successors and Assigns.** Each individual signing this Agreement hereby warrants on behalf of themselves and the Party for which they sign, that their respective Party

has authorized the individuals to execute this Agreement through appropriate board action, and that the Parties and their successors and assigns are bound hereby. All obligations of Landowner under this Agreement shall run with the Subject Land.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20.

LANDOWNER

By: \_\_\_\_\_

STRAWBERRY WATER USERS ASSOCIATION

By: \_\_\_\_\_  
Calvin Crandall, President

SPANISH FORK SOUTH EAST IRRIGATION COMPANY

By: \_\_\_\_\_  
Wayne E. Peterson, President

SPANISH FORK CITY CORPORATION

By: \_\_\_\_\_  
G. Wayne Andersen, Mayor

Attest and Countersign:

\_\_\_\_\_  
Kent Clark, City Recorder

Concurrence:

By: \_\_\_\_\_  
Area Manager, Provo Area Office  
Bureau of Reclamation

STATE OF UTAH                    )  
                                          :ss.  
COUNTY OF UTAH                )

On the day of, 20\_\_, personally appeared before me, Calvin Crandall, President of Strawberry Water Users Association, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Strawberry Water Users Association, and that he executed the same on behalf of Strawberry Water Users Association.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH                    )  
                                          :ss.  
COUNTY OF UTAH                )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, Wayne E. Peterson, President of Spanish Fork South East Irrigation Company, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Spanish Fork South East Irrigation Company, and that he executed the same on behalf of Spanish Fork South East Irrigation Company.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH            )  
                                          :ss.  
COUNTY OF UTAH        )

On the day of, 20\_\_, personally appeared before me, G. Wayne Andersen, Mayor of Spanish Fork City, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Spanish Fork City, and that he executed the same on behalf of Spanish Fork City.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH            )  
                                          :ss.  
COUNTY OF UTAH        )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, the Landowner(s) in the foregoing Agreement, and acknowledges that he/she executed the same for the purposes stated therein.

\_\_\_\_\_  
NOTARY PUBLIC



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: November 5, 2013  
Re: Miscellaneous Concrete Site 1, 300 West Project Change Order 1

---

## Staff Report

### RECOMMENDED ACTION

I recommend ratification of the Miscellaneous Concrete Site 1, 300 West Project Change Order 1.

### BACKGROUND

This change order would replace a previously approved change order. As grading commenced for the sidewalk and curb and gutter we determined that with catch basins could be installed underneath the I-15 bridge to the storm drain. These catch basins would eliminate the need for an existing drain in the middle of the road that has become a maintenance problem.

### DISCUSSION

Approval of this change order will allow us to fix the storm drain system in this area for the long term and avoid the ponding issues that we have always had in this area.

Attached: change order



Contract for	Misc Concrete Site 1 - 300 West	Date	10/8/2013
Owner	Spanish Fork City		
To	Hall Engineering		

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Abandon and remove existing storm drain manhole and 6" PVC Pipe		\$1,250.00
Two pre-treatment storm drain manholes		\$13,600.00
Pour in place 60" storm drain manhole		\$8,300.00
Traffic Control		\$1,500.00
Asphalt Cut and Patch		\$1,250.00
Install 50 feet of 15" RCP storm drain pipe		\$1,840.00
Two concrete curb tie-ins		\$800.00
Re-excavate and compact due to a design change		\$2,350.00
Repair and rebuild existing storm drain structure		\$4,550.00
TOTALS :	\$-	\$35,440.00
NET CHANGE IN CONTRACT PRICE :		\$35,440.00

**JUSTIFICATION**

The Engineering Division recommends that we replace and reconstruct the storm drain along 300 West under I15.

This redesign will tie the exiting storm drain into what UDOT installed with the I15 project. This will also allow this area to drain properly which has been a problem in the past. This area ponds with water due to the fact there is no curb, gutter and inlet boxes.

The amount of the contract will be increased by the sum of : Thirty Five Thousand Four Hundred Forty and 00/100 Dollars  
Dollars \$35,440.00

The contract total including this and previous change orders will be : Sixty One Thousand Five Hundred Two and 50/100 Dollars  
Dollars \$64,940.00

This document will become a supplement to the contract and all provisions will apply herein.

Recommended: \_\_\_\_\_  
Engineering Division Manager

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Public Works Director

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Accepted: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

**Hall Engineering and Construction**

482 West Riverside Lane  
Spanish Fork, Utah 84660  
Office(801)798-2919 – Cell(801)372-2685

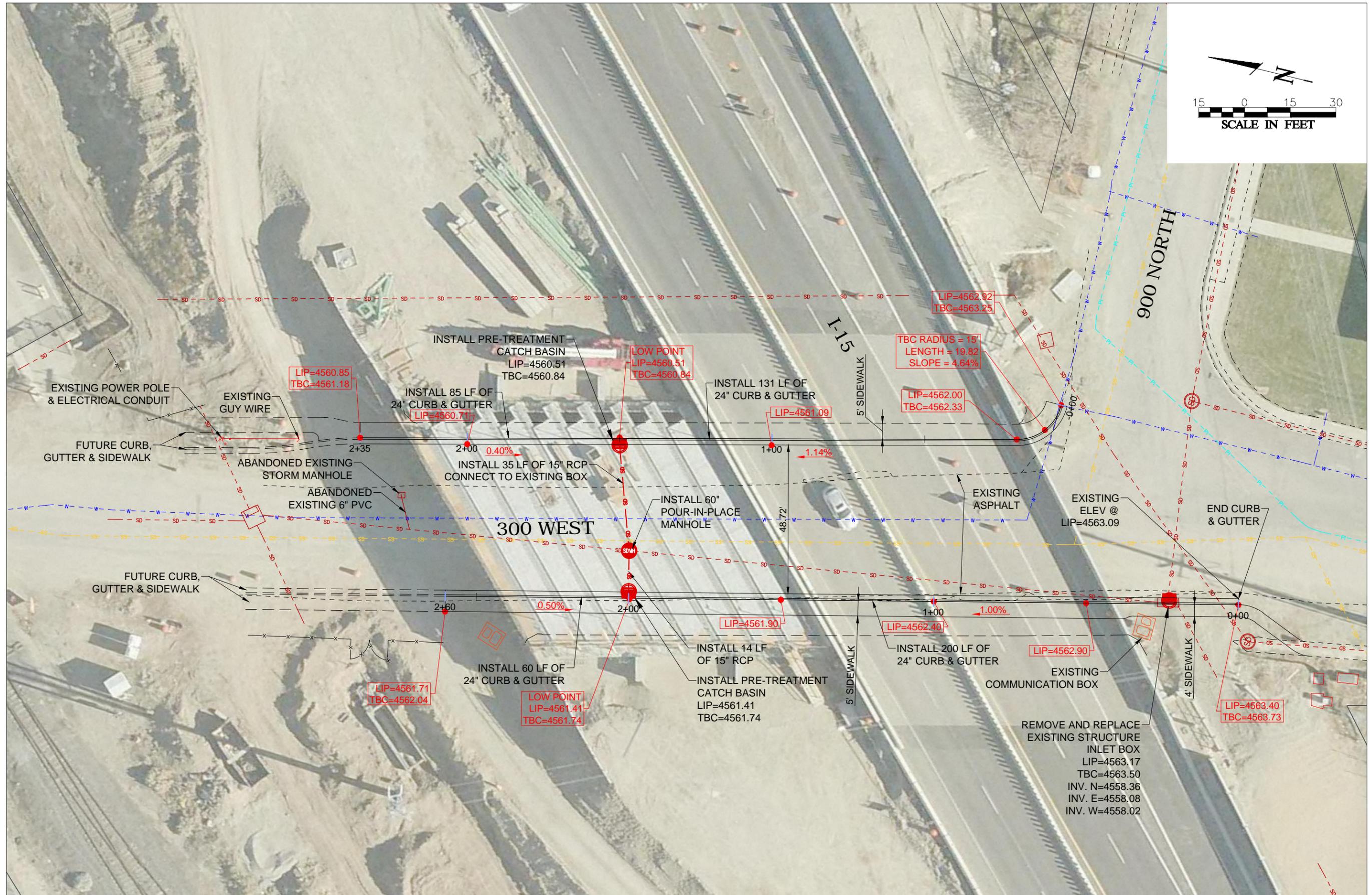
**CHANGE ORDER**

CHANGE ORDER  
DATE: OCTOBER 14, 2013

**Spanish Fork City**  
Attention: Lua Saluone  
40 South Main Street  
Spanish Fork, Utah 84660

**FOR:** Site 1 (300 West)  
Miscellaneous Concrete 2013

DESCRIPTION	QUANTITY	RATE	AMOUNT
Change Order #1			
Item #1 - Abandon existing Storm Drain Manhole	1	Lump Sum	\$1,250.00
Item #2 - Install Storm Drain System			
(2) Pre-Treatment Storm Drain Manhole	1	Lump Sum	\$13,600.00
Pour In Place 60" Storm Drain Manhole	1	Lump Sum	\$8,300.00
Traffic Control	1	Lump Sum	\$1,500.00
Asphalt Cut and Patch	1	Lump Sum	\$1,250.00
Install Storm Drain Pipe	1	Lump Sum	\$1,840.00
(2) Curb Tie-Ins	1	Lump Sum	\$800.00
Re-excavate and Compact	1	Lump Sum	\$2,350.00
Item #3 - Repair Single Storm Drain Inlet Box	1	Lump Sum	\$4,550.00
		<b>TOTAL</b>	<b>\$35,440.00</b>



SPANISH FORK CITY  
ENGINEERING & SURVEYING  
40 SOUTH MAIN STREET  
SPANISH FORK, UTAH 84660  
(801) 804-4550



MISCELLANEOUS CONCRETE 2013  
300 WEST I-15  
GRADING & UTILITY PLAN

DRAWN:	REVISION	BY	DATE
JLR			
DESIGN: LCS			
CHECK: CMT			
DATE: 10/3/2013			

SCALE: 1" = 30'

DRAWING #: 1



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: November 5, 2013  
Re: Woodhouse Substation Expansion 2013 Project Change Order 1

---

## Staff Report

### RECOMMENDED ACTION

I recommend ratification of the Woodhouse Substation Expansion 2013 Project Change Order 1.

### BACKGROUND

The existing transformer at the Woodhouse Substation was located over an old access road that was used for the garbage dump. The new transformer needed with this expansion will need to be located over an area that has garbage beneath it. In order to create a stable subgrade for this transformer pillars will need to be constructed through the garbage layer.

### DISCUSSION

This change order is for the geotech and design work needed to design the pillars and the construction work necessary to construct them.

Attached: change order



# Spanish Fork City Contract Change Order

Change Order Number: 1

Contract for Woodhouse Substation Expansion  
 Owner Spanish Fork City  
 To Codale

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
Installation of pillars under transformer pad and other pads for expansion of Woodhouse Substation		\$ 57,043.00
TOTALS :	\$ -	\$ 57,043.00
NET CHANGE IN CONTRACT PRICE :	\$ -	\$ 57,043.00

**JUSTIFICATION**

See attached Exhibit "A"

The amount of the contract will be increased by the sum of : FIFTY SEVEN THOUSAND FORTY THREE DOLLARS & 00/100  
Dollars \$ 57,043.00

Original Contract
\$ 512,256.00

The contract total including this and previous change orders will be : FIVE HUNDRED SIXTY NINE THOUSAND TWO HUNDRED NINETY NINE DOLLARS & 00/100  
Dollars \$ 569,299.00

This document will become a supplement to the contract and all provisions will apply herein.

Requested: \_\_\_\_\_ (Owner)

Date: \_\_\_\_\_

Recommended: \_\_\_\_\_ (Owner's Architect/Engineer)

Date: \_\_\_\_\_

Accepted: *JM Mitchell*  
200 CODALE ELECTRIC SUPPLY (Contractor)

Date: Oct 30, 2013

Exhibit A

**Kelly Peterson**

---

**From:** Richard Evans <RichardE@codale.com>  
**Sent:** Friday, October 25, 2013 6:21 PM  
**To:** tcooper@spanishfork.org; kpeterson@spanishfork.org  
**Cc:** Bud Bonnett; Jon Mitchell  
**Subject:** WOODHOUSE SUBSTATION- SFP (2nd XFMR EXPANSION) CO1 from Codale.

Per your request, the following ~~\$57,043~~ change order will be required of due to poor soil conditions with embedded trash and debris under foundations. Additional piers will need to be added, drill casing to secure drilled holes, spoils will need to be disposed of and additional compaction with fill material will need to be imported. The final numbers will come in when the contractors submit their pricing and we start digging the holes, but the attached number should be very close. Let's hope we get luck and don't find more debris than is indicated from the test report. Let me know if you have any question or concerns.

Thanks,  
**Richard Evans**  
**Director of Utility Engineering Services and Technical Sales**  
Direct: 801-975-5556  
Main: 801-975-7300  
Fax: 801-977-7194  
Email: [RichardE@codale.com](mailto:RichardE@codale.com)



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\* All sales subject to Codale's Terms and Conditions (T&C's) available at [www.codale.com/terms](http://www.codale.com/terms)



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: October 30, 2013  
Re: Master Agreement for Professional Services with Project Engineering Consultants, Ltd (PEC)

---

## Staff Report

### RECOMMENDED ACTION

I recommend approval of the Master Agreement for Professional Services with Project Engineering Consultants, Ltd.

### BACKGROUND

The state and EPA have encouraged us to look at Low Impact Development (LID) policies as an integral part of our MS4 permit. They have indicated that this will become not so much a permit option but a requirement in the future.

LID means that storm water is taken care of in a similar manner to how it was taken care of before development. It focuses less on large piping systems to the river and more on detention basins, swells and recharging the groundwater. We believe that if done properly this can create beautiful green space and groundwater recharge for much less money than large storm water piping systems.

### DISCUSSION

The EPA plans to require more and more treatment of water before it enters the river through their graduated permitting program which increases requirements every 5 years. The sooner we move to LID the less money we will have to invest in large piping systems. For instance, we have programmed in the budget \$1.6 million dollars to run a large pipe from the north end of town to Canyon Rd. If we can work in some LID concepts that will reduce or eliminate some of the requirements for this pipe in the end we could have more green space, more groundwater recharge for less cost.



We think it is important, however, to ensure that LID is done in a way that acceptable to our community. Because of this we would like to hire hydrology engineers and landscape architects to help us evaluate how best to do this. We also think the public needs to be very involved in deciding the best practices for LID work. To start the process we would like to hire PEC to draw up some concepts that are based on sound engineering and have a nice public appeal.

#### ALTERNATIVES

PEC has worked well with us on the Main Street I-15 landscape design, park design and the river trail project. We feel like they are well qualified for the work and can deliver what we need in a timely manner. Many of the storm drain projects and permits we need are required very soon, we do not believe the cost of the consulting nor the time frames we are facing warrant a more rigorous RFP process.

Attached: agreement

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES  
COMPANY NAME**

This AGREEMENT, dated \_\_\_\_\_, is made and entered into between Spanish Fork City (herein called OWNER) and PROJECT ENGINEERING CONSULTANTS, LTD., 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: Gary Horton, S.E.  
Project Engineering Consultants, Ltd.  
986 West 9000 South  
West Jordan, UT 84088

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 COMPANY NAME

By

By



Title

Title

CEO

Date

Date

10-29-13



# Memo

To: Mayor and City Council  
From: Chris Thompson, Public Works Director/City Engineer  
Date: October 30, 2013  
Re: Spanish Fork River Trail MAG Grant, Contract Modification 1 for Engineering and Environmental Work

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## Staff Report

### RECOMMENDED ACTION

I recommend approval of the Spanish Fork River Trail MAG Grant, Contract Modification 1 for Engineering and Environmental Work.

### BACKGROUND

The city has received a grant for trail construction along the river through the Mountainland Association of Governments. The grant planned for the trail to be located along the north side of the river. After negotiating with property owners it is likely that 2 additional bridges will need to be constructed and a portion of the trail will need to be located on the south side of the river.

### DISCUSSION

All bridge design work must go through an extensive review process with UDOT's structural engineers. The design of these bridges will require \$52,839.80 of additional work to design and manage the construction. This proposal from PEC has been approved by UDOT. The city budget for the project will not increase because the city is just responsible for 6.7% of the \$1.8 million grant fund.

### ALTERNATIVES

The city could look for other options for the trail alignment along the river that would not require 2 additional bridges.

Attached: contract modification





October 30, 2013

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**PIN: 10962****PROJECT NAME: Spanish Fork River Trail****PROJECT #: F-LC49(142)**

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## **PRECONSTRUCTION ENGINEERING Contract Modification #1**

### **EXECUTIVE SUMMARY**

Project Engineering Consultants (PEC) is proposing to modify the contract with Spanish Fork and UDOT to modify the scope of work for the Spanish Fork River Trail. Improvements include a new trail 12 to 14 foot wide and bridges at various locations in Spanish Fork along and over Spanish Fork River. This contract modification is to reflect the change of the location of the trail in the "Central Section" as it is known on the project from the north side to the south side of Spanish Fork River. This results in two additional structures to cross the Spanish Fork River.

This contract modification also defines Spanish Fork's desire to proceed through the design and advertisement process with the "Main Street Bridge Section" and "Central Section".

### **SCOPE OF WORK**

#### **General Requirements**

1. The consultant will be required to conduct necessary coordination with Spanish Fork City and UDOT for preconstruction engineering (PE).
2. Prepare and print bid documents including necessary specifications and design drawings for the general contract that includes construction of the full design. Prepare and submit the bid package following the UDOT bid and advertizing process.
3. Provide technical specifications that meet or exceed UDOT Specifications.
4. The plan drawings shall be computer generated meeting City and UDOT requirements and in Microstation. The consultant will provide the final design drawings to the City and UDOT in both hard copy and on disks (including ProjectWise).
5. Assemble maps of applicable utilities, including; gas, power, sewer, telephone, water, along with irrigation and storm drain systems.
6. Consultant shall follow the UDOT Local Government design process including preconstruction engineering design to advertisement.
7. Meet with Spanish Fork City and UDOT staff at key points throughout the course of the project to review design criteria and discuss progress. Progress meetings are scheduled every 2



weeks with Spanish Fork City and UDOT staff to clarify the scope of work and progress meetings to update, advise, and obtain direction.

The Consultant shall submit monthly progress reports including current tasks worked on, the number of hours worked on each task, percent of task completed, and the estimated number of hours to complete activities. These progress reports will be turned in monthly.

### **CONTRACT FEE TYPE**

The fee type for this project is a Cost-Plus-Fixed-Fee.

### **CONTRACT TIME**

It is our intent to advertise in \_\_\_\_\_ with this contract modification.

### **PROJECT UNKNOWNNS**

The detailed work plan provided below is scoped based on information known at the time this contract was prepared and will define the actual advertisement package.

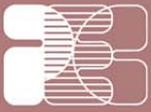
### **WORK PLAN**

PEC will perform the following Design Process activities (The following tasks are detailed in the May 2007 UDOT Local Government Design Process manual. Refer to this manual for additional information, task requirements and procedures.):

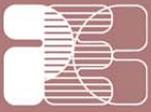
### **2007 UDOT LOCAL GOVERNMENT DESIGN TASKS**

#### ***Task 09L - INITIAL DESIGN***

- 1) PEC will map and prepare a survey of the new corridor which includes a portion of the south side of Spanish Fork River for the portion known as the middle section of the project trail. It is estimated this is about a third of the length of the middle section of the trail. The following tasks will be included:
  - a. PEC will create a digital terrain model of the existing conditions;
  - b. Set control and tie survey monumentation;
  - c. Map surface utilities (this proposal does not include inverts or potholes);
  - d. Survey elevation and location for existing ground every 50-feet, with full cross sections (top of bank, existing dirt road, fencing, ditches, and ground shots and/or grade breaks;
  - e. CAD work and project drawings will be developed in Microstation Format.
  
- 1) In accordance with AASHTO, UDOT, and Spanish Fork City standards, PEC will finalize the initial horizontal and perform the vertical alignment for the trail design.
- 2) Tie horizontal alignment data to survey and generate control points.



- 1) Request from utility companies appropriate remaining as built plans and/or “blue staking” of their facilities.
  - a. Coordinate with Region Utility Coordinator the notification to utility companies of impending construction by providing plans and/or a letter describing the project and its schedule.
  - b. After information is gathered from the utility companies PEC will place the information on the project plans and field verify the horizontal location.
  
- 1) Research existing records and determine property lines within the project limits.
- 2) Existing right-of-way information will be collected and incorporated into the electronic topographic map outlining pertinent property boundaries adjacent to the trail.
- 3) Verification of the existing right of way will be completed by our registered land surveyor.
- 4) PEC will prepare an existing Right-of-Way base map based on county documents and ROW drawings.
  
- 1) With the addition of the two structures on the middle section PEC will conduct additional soil sampling necessary for the project. A maximum of eight test holes will be drilled in approximate structure foundation locations. Test holes will be for design of structure foundations and retaining walls if necessary. PEC will prepare a geotechnical report based on findings from borings performed within the project area and site visits. PEC will review background documents which may include site plans and profiles, in-house geotechnical data, aerial photographs, and published geologic soils maps and literature. PEC will conduct a site inspection by an experienced engineer to assess site conditions and potential geologic hazards. PEC will coordinate marking of existing utilities on the ground surface at the site through "Blue Stakes". PEC will drill, log, and sample a minimum of eight exploratory borings which will be advanced to depths ranging from approximately 15.0 to 40.0 feet. PEC assumes that no borings will be taken from a concrete or asphalt surface, that borings will be backfilled with tailings from the borings, and that some drilling fluid leaks will not be a problem in the area. Selected samples from boring will be tested to assist in the classification and evaluation of the soil engineering properties. Such tests may include grain size distribution (gradation), Atterberg limits, moisture content and dry density determinations, and swell/consolidation tests. Preparation of a geotechnical report by a licensed professional engineer that presents the data gathered as well as our opinions and recommendations concerning geotechnical design criteria. Specifically, the report will cover the following areas:
  - Compilation and analysis of all field and laboratory data obtained.
  - Stamped by a licensed professional engineer that presents the data gathered as well as our opinions and recommendations concerning geotechnical design criteria.
  - Foundation support including soil bearing pressures, minimum footing size, frost depth, and other criteria for foundation design required to maintain acceptable



settlements and to prevent bearing capacity failure of the ground supporting the foundations.

- Soil material and compaction requirements for site fill, construction backfill, and for support of structural foundations.
- Recommendations for surface drainage.
- Mitigation of soil stability problems.
- Evaluation of potential subsurface soil swells.
- Soil material and compaction requirements for structural fill, trench backfill, and for support of embankments and pavements.
- Corrosion potential of on-site soils to concrete.
- Pavement design for the trail reconstruction based on laboratory tested 3-point CBR test.

- 1) Typical sections will be developed which define trail elements, slopes, cut/fill lines, etc.
- 2) Preliminary design of trail, landscaping, and utilities will be prepared.
- 3) Initial drainage elements including outfalls, cross culverts, ditches, etc. will be identified.
- 4) Deliver scroll plot of 30% plans.
- 5) Enhancement items will be identified.
- 6) PDC form will be developed, submitted to Spanish Fork City for review and concurrence, and then will be forwarded to the UDOT Project Manager/Region for final approval.
- 7) Update ePM and project schedule
- 8) Engineers estimate will be generated and delivered to client to reflect the 30% design documents and will be checked against the available funding.

#### ***Task 11L - APPROVE DESIGN EXCEPTIONS***

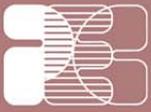
- 1) Process and approve design exceptions generated from 30% design. It is anticipated that this process will continue throughout the design of the project as deviations are identified.

#### ***Task 15L - 30% REVIEW***

- 1) PEC will schedule and conduct an internal QC/QA review of the 30% documents. Deliverables will be sent out a minimum of two weeks prior to the team review meeting.
- 2) PEC will facilitate a 30% review meeting with UDOT and Spanish Fork City Personnel in order evaluate the trail design, project impacts (i.e. cut and fills, footprint etc), utilities, project schedule, and budget.

#### ***Task 19L - 60% DESIGN***

- 1) Prepare title sheet (plan index) and standard drawing index sheets.
- 1) Progress drawings to the 60% level including:



- 2) Prepare Trail Plan Sheets including: sheet details, alignments and stationing, north arrow, cut and fill lines etc. No retaining walls are expected (only landscape walls less than 3' in height).
- 3) Prepare Profile Sheets including: vertical alignment, high and low points, etc.
- 4) Prepare Drainage Sheets including: drainage systems cross culverts, catch basins, storm drainage systems, retention/detention basins, etc.
- 5) Prepare Signing and Striping Sheets including: new and relocated signs, striping removals, new striping, etc.
- 6) Prepare Utility Relocation Plans: We will work with the utility companies to provide preliminary utility plans. This does not include any private irrigation design or water line design.
- 7) Engineers estimate will be updated to reflect the 60% design documents and will be checked against the available funding. Perform "Red Flag Analysis".
- 8) Put Environmental Commitments in the Plans and Specifications

#### ***Task 21L - 60% REVIEW***

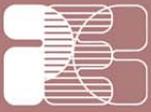
- 1) PEC will conduct a QC/QA internal review of the 60% documents verify they have been checked, that the contents of the plans are constructible, and that they are complete and conform to UDOT, Spanish Fork City and AASHTO standards.
- 2) PEC will complete a red flag analysis of the 60% documents.
- 3) PEC will facilitate a 60% review meeting with UDOT and Spanish Fork City Personnel in order evaluate the trail design, project impacts (i.e. cut and fills, footprint etc), utilities, project schedule, and budget.

#### ***Task 25L - FINAL DESIGN***

- 1) Make revisions identified on previous review comments and verify adherence to environmental commitments, agreements, and permits.
- 2) Finalize trail, driveway tie-ins, utility, and landscaping design.
- 3) Prepare quantity summaries, special provisions and engineer's estimate and input necessary items into the UDOT PDBS system for the Electric Plan Room requirements.
- 4) Assemble the PS&E package and submit to UDOT Project Manager and Spanish Fork City for PS&E review.

#### ***Task 29L - 90% REVIEW***

- 1) Review the PS&E package to ensure that they have been checked and that revisions have been made, as identified in previous review comments and in field review meetings.
- 2) PEC will conduct a final red flag analysis.
- 3) PEC will organize and attend a PS&E Review meeting.



- 4) Compile and distribute PS&E Review comment sheets, listing all written comments submitted by PS&E reviewers.

**Task 31L - PREPARE ADVERTISING PACKAGE**

- 1) Address comments identified in the PS&E meeting.
- 2) Review plans, special provisions, summary sheets, and estimates for completeness and clarity.
- 3) Review PDBS to verify items are correct.
- 4) Assemble final review package and submit to UDOT Project Manager, Spanish Fork City, Pre-Construction Engineer, and Construction Engineer for Final Review.
- 5) Make revisions identified in the Final Review.
- 6) Review Designer's Checklist.
- 7) Complete Checklist for Final.
- 8) Assist in obtaining advertising certifications.
- 9) Complete Advertising Checklist, including all provisions for Electronic Plan Room submittal.
- 10) Obtain Utilities, traffic, and right-of-way certifications.
- 11) Estimate contract time.
- 12) Create Table of Contents, Cover Sheets, and enter all Supplemental and Special Provisions that are applicable to the project.
- 13) QA/QC Plan signed, sealed, and delivered.
- 14) Deliver electronic files and hard copy documents to Region Project Manager and Spanish Fork City for advertisement, per the Advertising Checklist.

- 1) Finalize and submit advertising checklist.

- 1) PEC will attend preconstruction conference.
- 2) PEC will attend construction meetings and provide design support.

ID	Task Name	Duration	Start	Finish	13	Jun 9, '13	Jun 30, '13	Jul 21, '13	Aug 11, '13	Sep 1, '13	Sep 22, '13	Oct 13, '13	Nov 3, '13	Nov 24, '13	Dec 15, '13	Jan 5, '14	Jan 26, '14	Feb 16, '14																					
					1	9	17	25	3	11	19	27	4	12	20	28	5	13	21	29	7	15	23	31	8	16	24	2	10	18	26	3	11	19	27	4	12	20	28
1	<b>Design Tasks - Local Government Design Network</b>	<b>183 days</b>	<b>Wed 6/19/13</b>	<b>Fri 2/28/14</b>																																			
2	07L Kickoff Meeting	0 days	Wed 6/19/13	Wed 6/19/13																																			
3	09L Initial Design	98 days	Thu 6/20/13	Mon 11/4/13																																			
4	11L Approve Design Exceptions	1 day	Mon 11/4/13	Mon 11/4/13																																			
5	13L Prepare Cat Ex	100 days	Wed 7/3/13	Tue 11/19/13																																			
6	15L 30% Review	11 days	Tue 11/5/13	Tue 11/19/13																																			
7	17L Approve Cat Ex	10 days	Wed 11/20/13	Tue 12/3/13																																			
8	30% Review Meeting	1 day	Tue 11/19/13	Tue 11/19/13																																			
9	19L 60% Design	20 days	Wed 11/20/13	Tue 12/17/13																																			
10	21L 60% Review	14 days	Wed 12/18/13	Mon 1/6/14																																			
11	60% Review Meeting	1 day	Mon 1/6/14	Mon 1/6/14																																			
12	23L Modify Cooperative Agreement for Right-of-Way	1 day	Thu 1/9/14	Thu 1/9/14																																			
13	25L Final Design	14 days	Fri 12/27/13	Wed 1/15/14																																			
14	27L ROW Acquisition	62 days	Wed 12/4/13	Thu 2/27/14																																			
15	29L 90% Review	10 days	Thu 1/16/14	Wed 1/29/14																																			
16	90% Review Meeting	1 day	Wed 1/29/14	Wed 1/29/14																																			
17	31L Prepare Advertising Package	10 days	Thu 1/30/14	Wed 2/12/14																																			
18	33L Review Advertising Package	10 days	Thu 2/13/14	Wed 2/26/14																																			
19	37L Advertise Package	1 day	Fri 2/28/14	Fri 2/28/14																																			

Project: Spanish Fork River Trail Date: Wed 10/30/13	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
	Split		External Tasks		Inactive Summary		Manual Summary		Deadline	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

													HOURS PER TASK	SUBS	RAW LABOR COST PER TASK	
PROJECT MANAGER	PROJECT ENGINEER	QC & ENG OVERSIGHT	CADD TECH.	STRUCTURE ENGINEER	SURVEY & ROW	GEOTECH ENGINEER	GEOTECH QC/QA	ENVR		CLERICAL / ADMIN						
Lars Anderson	Ryan Nuesmeyer	Gary Horton	Chad Larson	Tom Braatlein	Jeff Stromberg	Byron Foster	Evert Lawton	Chuck Easton		Katelynn McCarthy						
<b>RATE</b>	\$ 47.25	\$ 28.50	\$ 53.10	\$ 14.00	\$ 46.85	\$ 28.00	\$ 20.00	\$ 50.64	\$ 44.00		\$ 14.00					
<b>TASK DESCRIPTION:</b>													<b>LABOR HOURS:</b>			
09L	Initial Design	2	24	4	32	16	52	48	8	0	0	0	186		\$ 5,009.62	
11L	Approve Design Exceptions	0	2	2	0	0	0	0	0	0	0	0	4		\$ 163.20	
15L	30% Review	4	8	2	0	0	0	0	0	0	4	18		\$ 579.20		
19L	60% Design	0	24	4	60	48	0	0	0	0	0	136		\$ 3,985.20		
21L	60% Review	4	8	2	0	0	0	0	0	0	4	18		\$ 579.20		
25L	Final Design	0	24	4	60	48	0	0	0	0	0	136		\$ 3,985.20		
29L	90% Review	4	0	2	0	0	0	0	0	0	4	10		\$ 351.20		
31L	Prepare Advertising Package	0	0	0	0	0	0	0	0	0	0	0		\$ -		
33L	Review Advertising Package	8	0	8	0	0	0	0	0	0	0	16		\$ 802.80		
37L	Advertise Project	4	0	0	0	0	0	0	0	0	0	4		\$ 189.00		
<b>TOTAL LABOR HOURS</b>		26	90	28	152	112	52	48	8	0	0	12	528	\$ -		
<b>RAW LABOR COSTS</b>		\$ 1,228.50	\$ 2,565.00	\$ 1,486.80	\$ 2,128.00	\$ 5,247.20	\$ 1,456.00	\$ 960.00	\$ 405.12	\$ -	\$ -	\$ 168.00	\$ 15,644.62		\$ 15,644.62	

Mileage =	425	\$ 0.550	\$233.75
Drill Rig and Test Holes	8	\$ 750.000	\$6,000.00
			\$0.00
Copies/Prints	385	\$ 0.150	\$57.75
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$6,291.50

TOTAL RAW LABOR COSTS	\$ 15,644.62
<b>168.05% OVERHEAD</b>	\$ 26,290.78
LABOR + OVERHEAD	\$ 41,935.40
<b>11.0% FIXED FEE</b>	\$ 4,612.89
	\$ -
	\$ -
	\$ -
Direct Expenses	\$6,291.50
Subconsultants	\$ -
<b>GRAND TOTAL</b>	<b>\$ 52,839.80</b>



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: November 1, 2013  
Re: UDOT Enhancement Agreement for Improvements at US 6 Chappel Drive

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## Staff Report

### RECOMMENDED ACTION

I recommend approval of the UDOT Enhancement Agreement for Improvements at US 6 Chappel Drive.

### BACKGROUND

The city has worked for some time to approve a large commercial project in the US 6 Chappel Drive area. UDOT made the city aware of a project to construct a right turn lane westbound at this intersection which would require them to rebuild the northeast corner and move some of the traffic signal infrastructure.

### DISCUSSION

The northeast corner of this intersection would also have to be done or redone when Chappel Drive, soon to be Canyon Creek Drive, would be widened. To save cost we worked out with UDOT that Chappel Drive would be widened at the same time. This will not only save a lot of money in the future but make the traffic flow much better at this intersection now and when new commercial growth occurs.

Attached: agreement



**A G R E E M E N T**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **SPANISH FORK CITY**, a Municipal Corporation of the State of Utah, hereinafter referred to as the “**CITY**”,

**RECITALS**

**WHEREAS**, **UDOT** is engaged in the construction of a roadway safety improvement project known as Project No. S-R399(161); Utah County, I-15; Vicinity Enhancements. During said construction, the **CITY** requested that **UDOT** perform work on behalf of the **CITY** at the intersection of Chappel Drive and US-6; and

**WHEREAS**, **UDOT**’s contractor performed the requested work; and

**WHEREAS**, the **CITY** agrees to reimburse **UDOT** for the cost of said work.

**THIS AGREEMENT** is made to set out the terms and conditions where under said reimbursement shall be made.

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

1. **UDOT** or its contractor performed the work as detailed in the invoices marked “**EXHIBIT A**”, attached hereto and thereby made a part hereof.
2. Upon execution of this agreement, the **CITY** agrees to pay **UDOT**.
3. **COMPANY** further agrees to hold **UDOT** harmless of any liability associated with the **CITY**’s maintenance or failure to maintain said pipe culvert.
4. The **CITY** shall make payment to: **UDOT**; Comptroller PO Box 141510, Salt Lake City, Utah 84114-1510. **Please reference project number S-R399(161); CID No. 71615; PIN 11593, in the amount of \$5,888.00**
5. **CITY** and **UDOT** are both governmental entities as defined in the Utah Governmental Immunity Act (“Act”). **CITY** and **UDOT** agree to protect, defend, indemnify and hold each other, their directors, officers, employees, attorneys-in-fact, agents and affiliated companies, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character

caused by the indemnifying party's or its contractors' acts or omissions, including but not limited to, negligence, gross negligence, gross negligence or willful misconduct, brought by a third party, arising out of, in connection with, or incident to obligations in this Agreement concerning the installation and maintenance of the pipe culvert. The provisions of this paragraph are not intended to create any additional rights to third parties or a waiver of the protections of the Act.

6. This Agreement may be executed in counterparts by the parties.
  7. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
  8. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between the **CITY** and **UDOT**.
  9. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.
  10. Each party represents that it has the authority to enter into this Agreement.
-

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by its duly authorized officers as of the day and year first above written.

**ATTEST:**

**SPANISH FORK CITY**, a Municipal Corporation of the State of Utah

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(IMPRESS SEAL)

Date: \_\_\_\_\_

\*\*\*\*\*  
**RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Region 3 Utility and Railroad Leader

By: \_\_\_\_\_  
Region Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPTROLLER OFFICE**

By: \_\_\_\_\_  
Contract Administrator

Date: \_\_\_\_\_



LI ELECTRICAL

Qty.

		Qty.
1	SIGNAL CABINET (TYPE 6)	1
2	UG SERVICE PEDESTAL - UPS	1
3	DEMO POLE FOUNDATION	1
4	PEMOVE PC JBOX	1
5	REMOVE CABINET AND FOUNDATION	1

THESE ITEMS HAVE BEEN REMOVED FROM LINE ITEM 60 TO PROVIDE A SPECIFIC BREAKDOWN OF THE RELOCATION OF THE SIGNAL CABINET, ITS FOUNDATION AND THE POWER SOURCE AT THE CORNER OF US-6 AND CHAPPEL DRIVE IN SPANISH FORK.

THE TOTAL COSTS OF THESE ITEMS IS **\$4,188.00**

A handwritten signature in blue ink, appearing to read "John H. Hail", is written above a horizontal line.

# EXHIBIT A



**CHANGE ORDER**  
**S-R399(161) PIN: 11593**  
**I-15; CORRIDOR VICINITY ENHANCEMENTS**  
**UTAH COUNTY**  
**Change Order**  
**September 27, 2013**

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**102**    **Calculations/Office Time**

- Calculate horizontal and vertical alignments, offsets, meetings and grade for proposed improvements.
- This also includes verifying the grades and location and adjusting to match into US-6 design.

**103**    **Curb and Gutter**

Set reference stakes every 50 feet on tangents and at each transition.

**104**    **Signing and Striping**

- Set reference marks for new sign and striping locations.
- We also located existing striping to help me design the striping locations.

**105**    **Reconstruct and Removal Items**

- Set reference marks for removals and reference stakes for reconstructs.
- This also includes locating the survey stakes set by the city in order to design and tie into US-6 design.

**FEE SUMMARY**

<b>Task</b>	<b>Description</b>	<b>Fee</b>
102	Calculations/Office Time	275
105	Curb and Gutter	475
106	Signage and Striping	570
107	Reconstruct and Removal Items	380

**Construction Staking Total:                    \$ 1,700**

  
\_\_\_\_\_  
Brian A. Linam, PLS



# Memo

To: Mayor and City Council  
From: Chris Thompson P.E., Public Works Director/City Engineer  
Date: October 30, 2013  
Re: UTA License Agreement for the Industrial Substation to Leland Distribution Line

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## Staff Report

### RECOMMENDED ACTION

I recommend approval of the UTA License Agreement for the Industrial Substation to Leland Distribution Line.

### BACKGROUND

The city has budgeted to construct a west distribution line that will connect the extra capacity in the Industrial Substation to the Leland Area. This is a key project in our work to create redundancy in the electrical system.

### DISCUSSION

This is a license agreement that we need in order to run this line under the railroad track owned by UTA along I-15. The cost is \$1,140.44 and is within existing city budgets.

Attached: agreement



September 13, 2013

Spanish Fork City  
Attn: Tom Cooper  
2160 North 175 East  
Spanish Fork, Utah 84660

Dear Tom:

Enclosed please find two original copies of the License Agreement between Spanish Fork City and Utah Transit Authority (UTA) for the work to be performed in conjunction with Pipeline Crossing Agreement (Contract# TI/U/2485/U). Please review the Agreement and have the appropriate individual sign and return both copies to me for final execution by UTA. Also include the one time real estate usage charge described in 2.3 of the Agreement and a copy of (Licensee)'s insurance certificate described in Article XI. It is **important** that the railroad exclusion be removed from the policy. Please send this certificate to my attention, for UTA can not execute the Agreement until an acceptable insurance certificate is submitted.

Before any work can begin there are a few important issues that must be completed. First, we will need to enter into a Contractor Right of Entry Agreement with your contractor. We will need a copy of the Contractors insurance certificate which meets the appropriate UTA insurance requirements. It is **important** that the railroad exclusion be removed from the policy. They will need to detail that this exclusion has been removed on the certificate. Your Contractor will also have to provide UTA with proof of Railroad Protective Liability Insurance. This coverage is detailed out in Exhibit "B".

Second, Safety along the Railroad Right-of-Way is a priority of UTA's. There is a Roadway Workers Safety course that the contractor will be required to take. The details of this class can be found on UTA's website under the Roadway Worker Training tab.

<http://www.rideuta.com/PropertyManagement>

Thank you for your assistance. If you have any questions, please contact me at (801) 237-1990.

Sincerely,



Rick Roller  
Property Administrator

Enclosures

**PIPELINE CROSSING AGREEMENT**  
(Interlocal Municipal Pipeline Form)

UTA Contract #TI/U/2485/U  
Mile Post Location: ≈ 5.29  
Latitude: 40.106619  
Longitude: -111.67694  
Spanish Fork, Utah

THIS PIPELINE CROSSING AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (to be dated after the final executing signature by UTA), by and between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and Spanish Fork City, a Utah corporation, with a principal address of 2100 North 175 East, Spanish Fork Utah 84660 (hereinafter "Licensee").

**RECITALS**

WHEREAS, UTA is the owner of a certain railroad corridor (the "Right of Way") acquired by UTA for the development and expansion of its public transportation system;

WHEREAS, Licensee intends to construct a electrical utility pipeline (the "Pipeline") which will cross at ≈5.29 mile post underneath the Right of Way; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the Pipeline.

**AGREEMENT**

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

**ARTICLE I**  
**INCORPORATED TERMS AND DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

1.1 "Construct" and "Construction" mean the initial installation of the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way.

1.2 "Emergency Access Manager" means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement is David Hancock at (801)237-1981 or 801-615-9855. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 "Freight Operator" means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 "Governmental Authority" means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 "Hazardous Materials" mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms "response" and "remedial action" are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an "Environmental Law"); or (ii) which are defined as "hazardous wastes," "hazardous substances," "pollutants" or "contaminants" under any Environmental Law.

1.6 "Losses" mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials. The term "Losses" shall not include any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs excluded from Licensee's indemnification obligations and assumed by UTA pursuant to Sections 8.1 and 8.2 of this Agreement.

1.7 "Maintain" and "Maintenance" mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way.

1.8 "Master Interlocal Agreement" means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems Located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA's rights of way are situated.

1.9 "Party" and "Parties" mean UTA or Licensee, and UTA and Licensee, respectively.

1.10 "Pipeline" means the electrical utility pipeline to be installed by Licensee pursuant to this Agreement and located a minimum of 6 feet underneath the surface of the Right of Way at Milepost Number ≈5.29 (Latitude=40.106619, Longitude=111.679694) Tintic Line in Springville, Utah. The term "Pipeline" shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the Pipeline that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.11 "Third Person" means any individual, corporation or legal entity other than UTA and Licensee.

1.12 "Track Improvements" mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.13 "UTA System" means any light rail, commuter rail, trolley, guided bus way, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.14 "Utility" and "Utilities" mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tube lines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.15 "Work Window" means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the Pipeline within the Right of Way is permissible. UTA may, at any time and at UTA's sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

## **ARTICLE II GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE**

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expense incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, UTA hereby grants Licensee a license to Construct, Maintain and operate the Pipeline in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated July 25, 2013 and marked Exhibit "A" (Exhibit "A" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time real estate usage charge of \$ 1000.00 payable on or before the date of execution. Licensee also agrees to pay an upfront Flagging cost of \$-0- and Special Inspection cost of \$140.44 (these fees are more clearly described in Section 5.1).

## **ARTICLE III ACCESS TO THE RIGHT OF WAY**

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved

by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee's request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA's permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or the Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed prior to entering the Right of Way.

#### **ARTICLE IV CONSTRUCTION AND MAINTENANCE OF THE PIPELINE**

4.1 All Construction and Maintenance with respect to the Pipeline shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans ("Design Plans") previously approved by UTA and attached hereto as Exhibit "A." All Construction and Maintenance with respect to the Pipeline shall be performed in a workmanlike manner, in compliance with all applicable industry standards and in compliance with the requirements of any applicable Governmental Authority. The initial construction of the pipeline shall not be performed by the licensee. UTA may impose requirements in addition to or more stringent than industry or legal standards if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the Pipeline shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or otherwise materially affecting the Right of Way in connection with the Pipeline to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the Pipeline, Licensee shall not make any material deviation from the Design Plans without UTA's prior written approval. Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee's proposed methods have been approved by UTA. The Pipeline shall be placed at the depth acceptable to UTA and shall not interfere with any Track Improvements. The Pipeline shall maintain a side clearance that is as great as reasonably possible but in no event less than eleven (11) feet from the center line of any rail.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the Pipeline, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the Pipeline "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the Pipeline. If so, Licensee will contact the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation have been accomplished. Licensee shall be solely responsible for all coordination with Union Pacific and any telecommunications companies. In coordinating the relocation or protection of fiber optic cable, Licensee shall not rely on any statements, engineering drawings or other oral or written representations of UTA or its representatives. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnities (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of: (a) any damage to or destruction of any telecommunications system proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline. Except to the extent that liability is assumed by UTA as set forth in Sections 8.1 and 8.2 of this Agreement, Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's Right of Way or a customer or user of services of the fiber optic cable on UTA's Right of Way.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, licenses, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Pipeline including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefore.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform, fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the Pipeline in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Pipeline in compliance with all applicable environmental laws. The Pipeline shall be sleeved. Licensee shall take all suitable precautions to prevent any leakage or other interference with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If for any reason the Construction of the Pipeline causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities existing prior to the Construction of the Pipeline, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as is necessary to eliminate the interference.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the Licensor, consistent with applicable Federal and State laws and regulations and to the satisfaction of the Licensor.

4.8 At the request of UTA, Licensee shall install markers identifying the location of the Pipeline and related appurtenances at the Right of Way boundaries (where the Pipeline enters and exits the Right of Way) or other locations where UTA may designate. Markers shall be installed in a form and size as may be determined by UTA and at the sole cost and expense of Licensee. UTA hereby expressly reserves the right to require Licensee to erect and maintain, at Licensee's sole cost and expense, any and all signs of any character and nature whatsoever (e.g. location of Pipeline, precautionary and/or warning signs, etc.) that UTA deems necessary or advisable in connection with the operation of the Pipeline. Licensee shall install and/or erect any marker or sign that may be required under this Section within thirty (30) days after receiving written instructions from UTA.

4.9 Upon completion of any Construction or Maintenance relating to the Pipeline, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.10 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Licensee acknowledges receipt of a copy of the Contractor Agreement and will inform its contractor of the need to execute the Contractor Agreement. Any and all contractors used by Licensee in the Construction or Maintenance of the Pipeline are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

**ARTICLE V**  
**CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS**

5.1 The current cost of flagging is \$688.84/day for an eight (8) hour day and \$921.83/day for a (12) hour day. The current cost for a special inspector is \$70.22/hour with a two hour daily minimum. UTA has determined that 0-hour days of flagging and 2 -hour days of Special Inspection will be needed for the construction of this Pipeline. Licensee will pre-pay \$140.44 for Flagging and a Special Inspection at or before the execution of this agreement. If after the construction of the Pipeline extra days of Flagging or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within 30 days of the date of completion of the Pipeline. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within 30 days, reimburse UTA for the reasonable costs thereby incurred.

#### **ARTICLE VI LICENSEE TO BEAR ALL COSTS RELATED TO PIPELINE**

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.1 and 8.1 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the Pipeline.

#### **ARTICLE VII SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF PIPELINE**

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA. The grant of license for the Pipeline is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, within 60 days after receipt of written notice from UTA, modify or relocate (or, if agreed between the Parties, allow UTA to modify or relocate) all or any portion of the Pipeline as UTA may reasonably designate. To the extent that the modification or relocation of the Pipeline is necessitated by the construction, reconstruction, modification or relocation of any UTA System, UTA shall be responsible for the costs of such relocation. To the extent that the modification or relocation of the Pipeline is necessitated because the Pipeline is conflicting with or causing interference with any UTA or Third Person Track Improvements or Utilities existing prior to the Construction of the Pipeline, then Licensee shall be responsible for the costs of such relocation. All the terms, conditions and stipulations herein expressed with reference to the Pipeline in the location described herein shall, so far as the Pipeline remains on UTA property, apply to the Pipeline as modified or relocated pursuant to this Section.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

## **ARTICLE VIII INDEMNITY AND RELEASE**

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees"), from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the Pipeline; (b) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the Pipeline; or (c) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the Pipeline exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way. Nothing contained herein shall be construed or deemed to be a release of any Third Persons by Licensee.

8.4 The provisions of this Article shall survive the termination of this Agreement.

**ARTICLE IX  
CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES**

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the Pipeline, and for all labor performed with respect to the Pipeline. Licensee shall not permit or suffer any mechanic's or material man's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the Pipeline to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the Pipeline or any improvements, appliances, or fixtures connected therewith.

**ARTICLE X  
TERMINATION**

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the Pipeline in an active and substantial way for any continuous period of 1 year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of 30 days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such 30-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within 30 days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the Pipeline from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

**ARTICLE XI  
INSURANCE**

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying UTA Contract Number TI/U/2485/U, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

"Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the pipeline crossing located on railroad right of way at Mile Post ≈5.29 at or near Spanish Fork, Utah County, Utah"

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate this License immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit "B" shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit "B", including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

## **ARTICLE XII REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT**

Upon termination of this Agreement pursuant to Article X hereof, Licensee shall, if requested in writing by UTA and at Licensee's sole cost and expense, remove the Pipeline from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within 30 days after receipt of the bill therefore. In the event UTA removes the Pipeline pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

## **ARTICLE XIII ASSIGNMENT**

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a consolidation with an entity that: (a) is a successor governmental entity to Licensee; (b) is annexed with, merged into or consolidated with Licensee; or (c) that acquires substantially all of the assets of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

## **ARTICLE XIV SUCCESSORS AND ASSIGNS**

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their officers, employees, representatives, successors and assigns.

**ARTICLE XV  
SEVERABILITY**

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

**ARTICLE XVI  
NOTICES**

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority  
Attn: Property Manager  
P.O. Box 30810  
Salt Lake City, UT 84130-0810

With a Copy to:

Utah Transit Authority  
Attn: General Counsel  
P.O. Box 30810  
Salt Lake City, UT 84130-0810

If to Licensee:

Spanish Fork City  
Attn: Tom Cooper  
2160 North 175 East  
Spanish Fork, Utah 84660

**ARTICLE XVII  
NO IMPLIED WAIVER**

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

**ARTICLE XVIII  
ENTIRE AGREEMENT - COUNTERPARTS**

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

**ARTICLE XIX  
FORUM SELECTION AND CHOICE OF LAW**

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

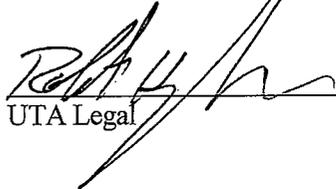
**ARTICLE XX  
SPECIAL PROVISIONS**

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

Reviewed and Approved as to Form for UTA

  
\_\_\_\_\_  
UTA Engineering

  
\_\_\_\_\_  
UTA Legal

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Paul Edwards  
Senior Program Manager

By: \_\_\_\_\_  
Mailia Lauto'o  
Manager, Property Administration

By: \_\_\_\_\_  
Rick Roller  
Property Administrator

**LICENSEE**

By: \_\_\_\_\_

**EXHIBIT "A"**  
**DESIGN PLANS**

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and milepost location]

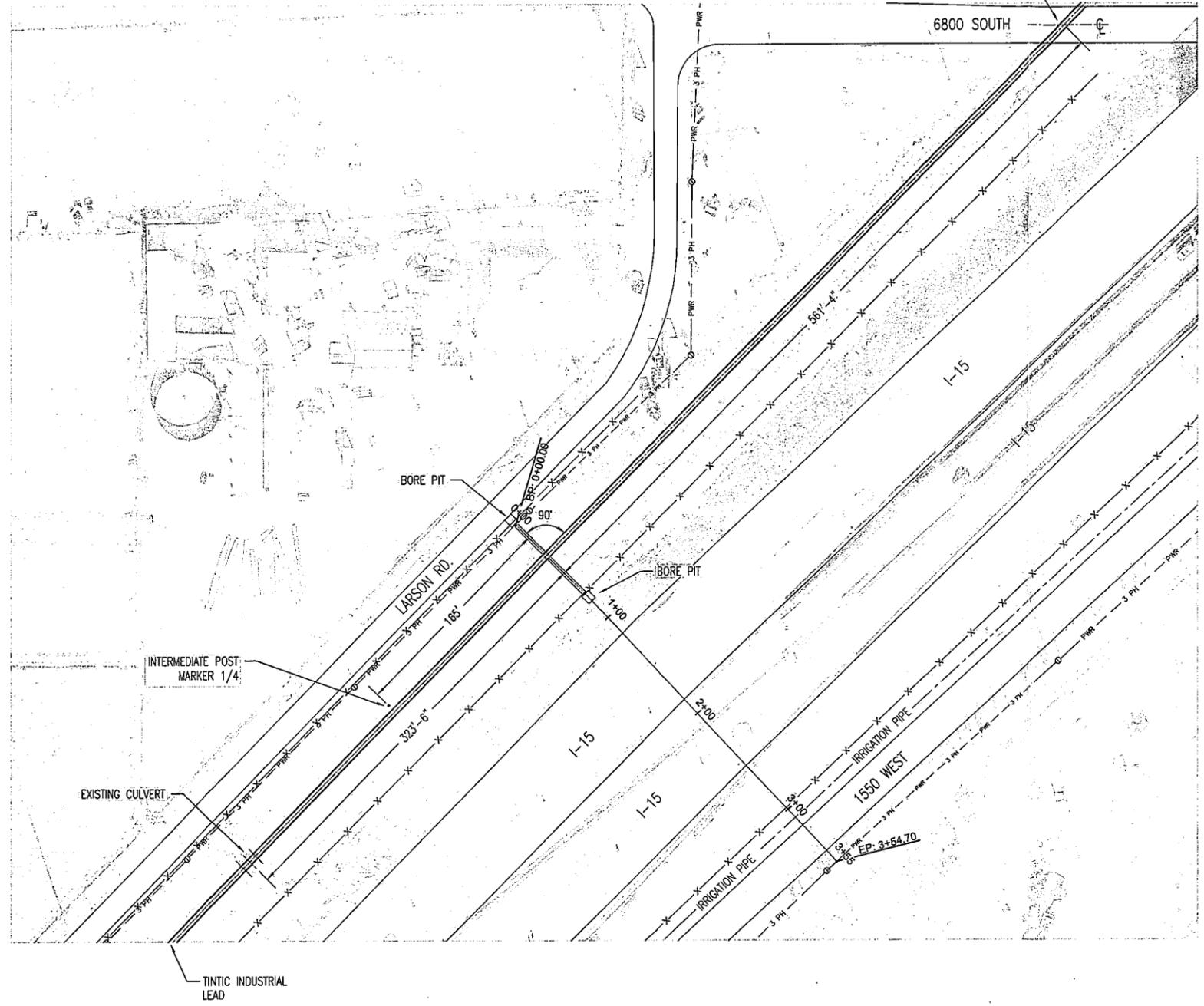


50 0 50 100  
HORIZONTAL SCALE IN FEET

5 0 5 10  
VERTICAL SCALE IN FEET

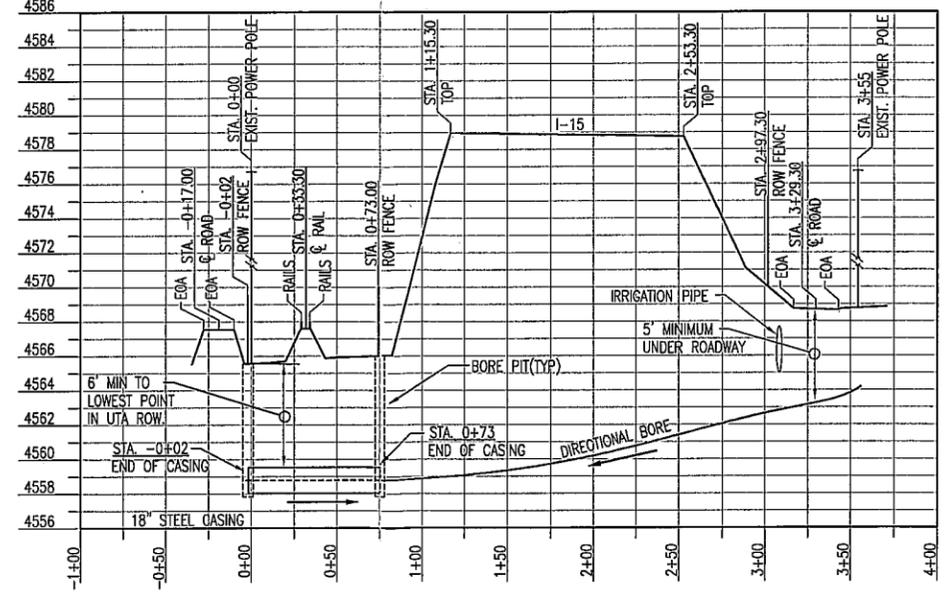
LEGEND	
-x-x-	FENCE
-PWR- 3 PH -	OVERHEAD POWER LINE
—	DIRECTIONAL BORE WITH (2)6" & (2)3" HDPE CONDUITS
—	JACK & BORE 18"x3/8" STEEL CASING WITH (2)6" & (2)3" CONDUITS.

SPANISH FORK  
6800 SOUTH INTERSECTION  
DOT 254416S  
MP 5.15



- A - IS WIRELINE CROSSING WITHIN DEDICATED STREET? YES; X NO;
- B - IF YES, NAME OF STREET \_\_\_\_\_
- C - VOLTAGE TO BE CARRIED UNDER TRACK 12.47V/7.2KV
- D - DISTRIBUTION LINE X OR TRANSMISSION LINE \_\_\_\_\_
- E - MAXIMUM CURRENT 600A
- F - SINGLE PHASE \_\_\_\_\_ THREE PHASE X NO. OF CIRCUITS 2
- G - MAX. OPERATING CURRENT TO GROUND AT FEED END 2510 AMPS.
- H - MAX. OPERATING CURRENT TO GROUND AT LOAD END 2510 AMPS.
- I - WHAT TYPE OF FACILITY WILL LINE BE SERVING? MUNICIPAL UTILITY LOADS
- J - IF SEPARATE CABLES ARE USED, WHAT IS THE AVG. DISTANCE BETWEEN CABLES? 1-2" 3 CABLES/CIRCUIT IN EACH 6" CONDUIT
- K - IF A NEW POWER SUBSTATION IS TO BE BUILT OR REVISED WITHIN 1/2 MILE OF RR, WHAT IS: MAX. OPERATING CURRENT TO GROUND? NA AMPS; (NO NEW SUB). MAX. RESISTANCE TO GROUND? \_\_\_\_\_ OHMS; MAX. FAULT CURRENT TO GROUND? \_\_\_\_\_ AMPS;
- L - CASING TYPE TO BE INSTALLED 18"x3/8" STEEL
- M - METHOD OF INSTALLING CASING PIPE UNDER TRACK(S);  
X DRY BORE AND JACK (WET BORE NOT PERMITTED);  
TUNNEL; OTHER \_\_\_\_\_
- N - DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 35' (WEST) 40' (EAST). (30' MIN.)
- O - APPLICANT HAS CONTACTED 1-800-336-9193 U.P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE \_\_\_\_\_ DOES; X DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. 20130801024

UTA & UDOT PROFILE



PRINTED 08/09/13 FOR  
DATE  
 PRELIMINARY  
 DESIGN DEVELOPMENT  
 BIDDING  
 CONSTRUCTION  
 APPROVAL  
 AS BUILT  
 REVISION

**Intermountain Consumer Professional Engineers, Inc.**  
CONSULTING ENGINEERS  
1145 E. SOUTH UNION AVE.  
MIDVALE, UTAH 84047  
TEL: (801) 558-1111 FAX: 568-0088

THE DRAWINGS, DESIGNS, IDEAS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED ARE THE SOLE PROPERTY OF INTERMOUNTAIN CONSUMER PROFESSIONAL ENGINEERS, INC. (ICE), AND ARE SUBJECT TO THE COPYRIGHT OF ICE OR ITS ASSOCIATES. THEY WERE CREATED, FORWARDED AND DEVELOPED EXCLUSIVELY FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. ANY USE OF THE DRAWINGS, DESIGNS, MATERIAL OR INFORMATION CONTAINED HEREIN, INCLUDING COPYING, WHICH IS NOT EXPRESSLY AUTHORIZED BY ICE, IS STRICTLY PROHIBITED AS AN INFRINGEMENT OF ITS COPYRIGHT AND MAY RESULT IN LIABILITY. DATE 2008

REVISIONS		DATE		BY		APPD.	
A	PRELIMINARY	08/09/13	RLH				

**CONFIDENTIAL**

Drawn By: KGL	Date: 07/25/13	ENGR.	RLH	Date: 07/25/13	DRAWING No.
Chk'd. By: RLH	Date: 07/25/13	APPD.		Date:	
Project No.:	SCALE AS NOTED				

**SPANISH FORK CITY**  
UTA & UDOT UNDERGROUND CROSSING  
LARSON ROAD TO 1550 WEST

**E3.0 A**

TWJ 8/3/13

**EXHIBIT "B"**  
**INSURANCE REQUIREMENTS**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the Pipeline is in all places more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings); and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.
- B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.
- C. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.
- D. **Railroad Protective Liability Insurance:** Licensee must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.
- a. The definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.
- E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Other Insurance Provisions:**
- a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Contractor

will furnish UTA at least 30 days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

- b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.
- c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage.

**SUBMITTING REQUESTS FOR  
RAILROAD PROTECTIVE LIABILITY INSURANCE**  
( $\$2,000,000$  per occurrence/  $\$6,000,000$  aggregate)

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371  
Email: [dcpitcher@rideuta.com](mailto:dcpitcher@rideuta.com)

Send Checks and Applications to the following address:

Utah Transit Authority  
Attn: David Pitcher  
3600 South 700 West  
P.O. Box 30810  
Salt Lake City, UT 84130-0810

**EXHIBIT "C"**  
**SPECIAL PROVISIONS**

Licensee or Licensee's contractor must first obtain a Frontrunner Access Permit from UTA before any access will be allowed on UTA property. The contact person for obtaining a *Frontrunner* Track Access Permit is David Hancock at (801) 237-1981.

A copy of the permit that will need to be filled out and submitted can be found on UTA's website, under the Track Access Permit tab.

[www.rideuta.com/PropertyManagement](http://www.rideuta.com/PropertyManagement)

Note: Track Access Permits will not be issued without first having an executed Contractor's Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor's Employees have gone through UTA's Roadway Worker Training.

**Licensee or Licensee's contractor must contact Union Pacific Railroad to gain access to UTA property. The contact person for Union Pacific Railroad is Bill Ince at (801) 212-3939 or Mike Stanton at (801) 212-2744.**



Re: UTA

September 9, 2013

This will certify that Spanish Fork City is a member in good standing of the Utah Risk Management Mutual Association and, as such, is protected by the provisions of the Association's Joint Protection Program.

Name of insurance company: Utah Risk Management Mutual Association  
502 East 770 North  
Orem, UT 84097  
(801) 225-6692

Policy Effective Dates: July 1, 2013 through June 30, 2014

Coverage Limits: \$6 million per occurrence, no aggregate

Additional insureds: URMMA's Interlocal Agreement does not allow any other entity to be named as an additional insured.

Further inquiries should be directed to this office.

Dean Steel  
CEO

cc: Dave Oyler  
Tom Cooper



## DECLARATION OF COVERAGE FOR FISCAL YEAR 2013-14

**Member Entity:** Spanish Fork City Corporation      **Member Representative:** Dave Oyler  
**Address:** 40 South Main      **Telephone:** (801) 798-5000  
Spanish Fork, Utah 84660      **Fax:** (801) 798-5005

### 2013-14 Fiscal Year Coverage:

- A. Type: THIRD PARTY LIABILITY - CLAIMS MADE**  
Limits: See 2013-14 Joint Protection Program  
Deductible: \$7,500  
Policy #: 530-007  
Availability: October 1, 1985  
Comments: 2013-14 Joint Protection Program contains all details
- B. Type: PROPERTY - MASTER POLICY**  
Limits: Per individual Member policy  
Deductible: Per individual Member policy  
Policy #: 020413121 through Fred A. Moreton & Co.  
Availability: July 1, 1990  
Comments: Member may selected a variety of coverage provided under the Master Policy through Fred A. Moreton & Co.
- C. Type: AUTO PHYSICAL DAMAGE FOR VEHICLES UNDER \$50,000**  
Deductible: \$1,000  
Policy #: 530-007  
Comments: Scheduled autos comp & collision
- D. Type: SPECIAL EVENTS LIABILITY - MASTER POLICY**  
Limits: \$2,000,000 URMMA/Member named as insured  
Deductible: Per each policy  
Policy #: 35848224 through Fred A. Moreton & Co.  
Availability: July 1, 1995  
Comments: Member must contact Fred A. Moreton & Co. regarding coverage available. Fred A. Moreton & Co. will deal directly with the organization and/or individual. No additional involvement is required by Member. A certificate of coverage will be provided to the Member by Fred A. Moreton & Co.
- E. Type: OFF-DUTY VEHICLE LIABILITY - MASTER POLICY**  
Limits: Per individual member  
Deductible: Per individual member  
Policy #: 74969965 through Fred A. Moreton & Co.  
Availability: July 1, 1988  
Comments: Member must contact Fred A. Moreton & Co. regarding coverage available and costs. A certificate of coverage will be provided to the member from Fred A. Moreton & Co.

**THE VARIOUS COVERAGES OUTLINED IN A, B, C, AND D ARE THE  
COMPLETE COVERAGES OFFERED BY URMMA TO ITS MEMBERS**