



**NOTICE OF A VINEYARD
CITY COUNCIL MEETING
July 13, 2022, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled meeting on Wednesday, July 13, 2022, at 6:00 p.m. at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

1. CALL TO ORDER AND ELECTION OF A MAYOR PRO TEMPORE

Deputy Recorder Kelly Kloepper will call the meeting to order and then call for a nomination and roll call vote from the City Council to elect a mayor pro tempore to preside over the City Council meeting and sit as Chair for the RDA meeting. She will then turn the time over to the newly elected mayor pro tempore.

2. WORK SESSION

No items were submitted

3. PUBLIC COMMENTS

(15 minutes)

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

Public comments can be submitted ahead of time to pams@vineyardutah.org.

4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

5.1 City Manager Ezra Nair

5.2 Planning Commission Chair Bryce Brady

6. CONSENT ITEMS

6.1 [Approval of the June 29, 2022 City Council Meeting Minutes](#)

6.2 [Approval of a Bid Award for Asphalt Preservation \(Resolution 2022-34\)](#)

6.3 [Approval of Water Tank and Pipeline & Meter Station Design Projects Addendums](#)

7. APPOINTMENTS

No names were submitted.

8. PRESENTATIONS/RECOGNITIONS/AWARDS

No items were submitted.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Center Street Trailhead Parking Betterment Agreement (Resolution 2022-32)

(This item was continued from the June 29, 2022 City Council meeting.) (15 minutes)

Community Development Director Morgan Brim will present recommended betterments for the construction of a parking lot on 300 West for the Center Street trailhead. The mayor and City Council will take appropriate action.

9.2 DISCUSSION AND ACTION – Geneva Road Mixed-Use Zoning Text and Map Amendment (Ordinance 2022-09)

(This item was continued from the June 29, 2022 City Council Meeting.) (15 minutes)

Community Development Director Morgan Brim will present a Zoning Text Amendment and Zoning Map Amendment request from X Development regarding their property located along Geneva Road, known as the Geneva Retail Frontage Subdivision. The applications propose a new zoning code and amends the current zoning map to create the Geneva Road Mixed-Use Zone. The subject properties are approximately 11.3 acres in size. The mayor and City Council will act to approve (or deny) this request by ordinance.

9.3 DISCUSSION AND ACTION – Development Agreement for Holdaway Farms (Ordinance 2022-10)

(This item was continued from the June 29, 2022 City Council Meeting.) (15 minutes)

Community Development Director Morgan Brim will present a development agreement between Cadence Vineyard 400, LLC and Goodboro Vineyard Holdaway, LLC and Vineyard City. The development agreement is regarding the property known as Holdaway Farms. The property is located west of the current 400 South Main Street termination, Serial No. 18:021:0014, 18:021:0016, and 18:021:0015. The mayor and City Council will act to approve (or deny) this request by ordinance.

9.4 PUBLIC HEARING – Geneva Nitrogen General Plan Land Use Map and Zoning Map Amendment Applications (Ordinance 2022-12)

(A public hearing was held and left open during the May 25, 2022 City Council meeting.)

Community Development Director Morgan Brim is requesting city initiated general plan map amendment and zoning map amendment applications for the site known as Geneva Nitrogen located at 1165 North Geneva Road, Vineyard, Utah 84059, Serial No. 17:022:0006. The property is 27.36 acres in size. This rezone would change the general plan map designation from undesignated to Regional Commercial. Vineyard City intends to rezone the subject property from I-1 Industrial to contain the following:

- Regional Commercial (Approximately 5.79 acres)
- Business Park (Approximately 2.7 acres)
- Flex Office Industrial (Approximately 13.9 acres)

The mayor and City Council will act to adopt (or deny) the request by ordinance.

10. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of (these are just a few of the items listed, see Utah Code 52-4-205 for the entire list):

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares
- (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares
- (f) discussion regarding deployment of security personnel, devices, or systems;
- (g) the purpose of considering information that is designated as a trade secret, as defined in Section [13-24-2](#), if the public body's consideration of the information is necessary in order to properly conduct a procurement under [Title 63G, Chapter 6a, Utah Procurement Code](#);

11. ADJOURNMENT

The next regularly scheduled meeting is on Wednesday, July 27, 2022.

This meeting may be held in a way that will allow a councilmember to participate electronically. The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

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

AGENDA NOTICING COMPLETED ON: July 12, 2022

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

**MINUTES OF A VINEYARD
CITY COUNCIL SPECIAL SESSION**
City Council Chambers
125 South Main Street, Vineyard, Utah
June 29, 2022, at 6:00 PM

Present

Absent

City Council

Mayor Julie Fullmer
Councilmember Tyce Flake
Councilmember Amber Rasmussen
Councilmember Mardi Sifuentes
Councilmember Cristy Welsh

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Finance Director David Mortensen, Management Intern Marissa Stapley, City Engineer Naseem Ghandour, Community Development Director Morgan Brim, City Planner Briam Amaya Perez, Planning Technician Cache Hancey, Public Works Director Chris Wilson, Water Manager Sullivan Love, Communications Manager Kathryn Newman, Development Services Technician Anna Nelson, Utah County Sheriff's Office Sergeant Holden Rockwell, City Recorder Pamela Spencer

Others speaking: Boy Scouts and residents Peter and Evan Hall, Deputy Fire Chief Jason Earl with the Orem Fire Department, Jason Boal with Snell and Wilmer, Eric Towner with X Development; Ryan Bybee with Cadence Homes

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

 Mayor Fullmer opened the meeting at 6:00 PM. Councilmember Rasmussen gave a thought. Boy Scouts from Troop 5 led the Pledge of Allegiance.

2. WORK SESSION

No items were submitted

3. PUBLIC COMMENTS

 Mayor Fullmer called for public comments.

 Boy Scouts and residents Peter and Evan Hall, living in Vineyard, expressed concern about safety in the crosswalk at Freedom Preparatory Academy. Mr. Ghandour emphasized that cars should drive slowly and be mindful of their surroundings. He mentioned that the city was working on a stop light for that intersection.

4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

 Councilmember Rasmussen reported that she and Mr. Nair had met with Utah Clean Energy about sustainability. They toured the North Pointe garbage dump and learned about their plans for expansion. She reported that the community garden had been awarded a grant from Healthy Utah to which allow them to expand the garden area and offer gardening classes. There was a discussion about recycling. Councilmember Rasmussen reported that she had participated in a Facebook Live event about water conservation.

 Mayor Fullmer mentioned that the city had received a grant from Stacy and Witbeck for the Vineyard Children's Library.

 Councilmember Welsh reported that they had their first corridor meeting for the land referred to as the wetlands. She invited residents to keep an eye out for opportunities to engage in the design and have their voices heard. She reported that with the opening of the FrontRunner station they would be finishing the trail connection under the Vineyard Connector.

 Councilmember Sifuentes reported that she had met with the principals from Vineyard and Trailside Elementaries.

 Councilmember Rasmussen reported that she had attended an affordable housing meeting. Mayor Fullmer mentioned that there were subsidies that builders could use. She felt the city was meeting the affordable housing requirements.

 Mayor Fullmer reported that she and Mr. Brim had met with staff from Provo, where they talked about homeless population and their needs.

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

5.1  City Manager Ezra Nair reported that they had a leadership training a couple of weeks ago, with the Arbingner Institute, and that he was looking at getting training for some of the staff. He mentioned that staff was looking at making changes to the Development Review process for the downtown area.

5.2  Deputy Chief Jason Earl with the Orem Fire Department gave a report on the first and second quarters of the year. He explained the significance of the Fire Department coin that he had given to council and city staff who were present.

6. CONSENT ITEMS

6.1 Approval of the June 15, 2022, City Council Meeting Minutes

6.2 Approval of Interlocal Agreement with Utah County for the placement, use, and security of election ballot drop boxes (Vineyard Agreement #2022-28); (Resolution 2022-24)

6.3 Approval of the Water Tank Pipeline Bid Award (Resolution 2022-25)

6.4 Approval of the Bid Award for Special Inspections of 6 MG Water Tank (Resolution 2022-26)

6.5 Approval of an Interlocal Agreement with Utah County for Library Services, (Vineyard Agreement #2022-29); (Resolution 2022-27)

6.6 Approval of an Interlocal Agreement with Utah County – Substance Misuse Prevention Services and Communities that Care Prevention Model(Vineyard Agreement #2022-30) (Resolution 2022-28)

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE THE CONSENT ITEMS AS PRESENTED.

 Councilmember Sifuentes mentioned that she had learned a lot about the Communities that Care program.

 COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

7. APPOINTMENTS

7.1 Purchasing Agent.....1 vacancy

With the advice and consent of the council, Mayor Fullmer will appoint Finance Director David Mortensen as the purchasing agent. (Resolution 2022-29)

 Mayor Fullmer explained the reason for the appointment. Mr. Mortensen mentioned that they had started a review of the procurement policy but were not ready to discuss it.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO APPROVE THE MAYOR’S APPOINTMENT OF FINANCE DIRECTOR DAVID MORTENSEN AS THE PURCHASING AGENT. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

7.2 Vineyard Children’s Library Volunteer Coordinator.....1 vacancy

With the advice and consent of the council, Mayor Fullmer will appoint Abby Bunn as the Vineyard Children’s Library Volunteer Coordinator.

 Mayor Fullmer explained the reason for the appointment. She then called for a motion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE MAYOR’S APPOINTMENT OF ABBY BUNN AS THE VINEYARD CHILDREN’S LIBRARY VOLUNTEER COORDINATOR. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBER RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

7.3 Vineyard Youth Council Mayor.....1 vacancy

With the advice and consent of the City Council, Mayor Fullmer will appoint Alexa Dadson as the new Youth Council Mayor.

 Mayor Fullmer thanked previous Youth Council Mayor Holland Welch and then called for a motion to appoint a new mayor.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE ALEXA DADSON AS THE YOUTH COUNCIL MAYOR. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

8. PRESENTATIONS/RECOGNITIONS/AWARDS

8.1 Finance Director David Mortensen will present the annual Fraud Risk Assessment.

 Mayor Fullmer turned the time over to Finance Director David Mortensen.

 Mr. Mortensen reviewed the Fraud Risk Assessment report.

 Mayor Fullmer asked Mr. Brim to review the SAP (Station Area Plan) meeting they had attended.

 Mr. Brim explained that new legislation required any city which had a Transit, Bus Rapid Transit, FrontRunner, or light rail station to have a Station Area Plan. The mayors of each of the cities were included in this meeting. They will be allowed to apply for funding to hire a consultant to help them with the plan.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Purchasing Policy Amendments

The mayor and city council will discuss possible amendments to the purchasing policy.

The mayor and City Council will act to adopt (or deny) this request by resolution.

 Mayor Fullmer reviewed changes that had been made to the policy in the past. She asked for comments or a motion to continue this item to the next meeting.

 Councilmember Flake felt that they should continue the discussion to a future meeting.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CONTINUE ITEM 9.1 TO THE SECOND CITY COUNCIL MEETING IN JULY. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.2 PUBLIC HEARING – Amended Fiscal Year 2021-2022 Budget Amendment #2 (Resolution 2022-30)

Finance Director David Mortensen will present proposed amendments to the Fiscal Year 2021-2022 Budget. The mayor and city council will act to adopt (or deny) this request by resolution.

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 6:30 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Mayor Fullmer turned the time over to Finance Director David Mortensen.

 Mr. Mortensen gave a brief overview of the amendments.

 Councilmember Sifuentes asked about the change being proposed. Mr. Mortensen replied that this was for the current year's budget. There was a discussion about adopting the current budget. Mr. Mortensen continued his budget review.

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 6:39 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Mayor Fullmer called for questions.

 Councilmember Rasmussen asked if the changes were typical. Mr. Mortensen replied that the changes were for anything that came up in the year that was not budgeted for. He said that this was the final analysis and to compensate for unanticipated funds.

 Councilmember Sifuentes asked if there were any notable categories that were under budget. Mr. Mortensen replied that they were not concerned with anything that was under budget.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT RESOLUTION 2022-30, THE VINEYARD CITY FISCAL YEAR 2021 – 2022 BUDGET AMENDMENT #2 AS PRESENTED BY STAFF. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 **Amended Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT RESOLUTION 2022-30, THE VINEYARD CITY FISCAL YEAR 2021 – 2022 BUDGET AMENDMENT #2 AS PRESENTED BY STAFF WITH NOTED CHANGES. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

241 **9.3 PUBLIC HEARING – Consolidated Fee Schedule Amendments (Resolution 2022-31)**

242 Management Intern Marissa Stapley will present recommended amendments to the
243 Consolidated Fee Schedule. The mayor and City Council will act to approve (or deny)
244 this request by resolution.

245
246  Mayor Fullmer called for a motion to open the public hearing.

247
248  **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT
249 6:42 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER,
250 COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES.
251 THE MOTION CARRIED UNANIMOUSLY.

252
253  Mayor Fullmer turned the time over to Management Intern Marissa Stapley.

254
255  Ms. Stapley gave a brief overview of the amendments.

256
257  Mayor Fullmer asked about the business license fees. City Recorder Pamela Spencer replied
258 that these fit with the state's requirements.

259
260  Councilmember Sifuentes asked about the increase in soccer fees. Ms. Stapley replied that
261 staff wanted to have the flexibility to charge the higher rate if it became necessary. Mr. Nair
262 explained that staff was working on a program that would help families who could not afford
263 sports programs. There was a discussion about the soccer fees. Mr. Nair said that the Recreation
264 Department was starting a new division and the fees were competitive with other cities. The
265 discussion continued.

266
267  Mayor Fullmer called for public comments. Hearing none, she called for a motion to close
268 the public hearing.

269
270  **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING
271 AT 6:53 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR
272 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH
273 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

274
275  Mayor Fullmer called for questions. Hearing none, she called for a motion.

276
277  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO ADOPT RESOLUTION 2022-
278 31 THE AMENDED CONSOLIDATED FEE SCHEDULE AS PRESENTED.
279 COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS
280 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN,
281 SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

282
283 **9.4 PUBLIC HEARING – Geneva Road Mixed-use Zoning text and map amendment**
284 **(Ordinance 2022-09)**

285 Community Development Director Morgan Brim will present a Zoning Text Amendment
286 and Zoning Map Amendment request from X Development regarding their property
287 located along Geneva Road, known as the Geneva Retail Frontage Subdivision. The
288 applications propose a new zoning code and amends the current zoning map to create the

Geneva Road Mixed-Use Zone. The subject properties are approximately 11.3 acres in size. The mayor and City Council will act to approve (or deny) this request by ordinance.

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

 **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT 6:53 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

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

 Mr. Brim gave a brief overview of the text and map amendments.

 Mayor Fullmer asked the council if they had reviewed the recommended conditions from the Planning Commission. Mr. Brim reviewed the conditions.

 Councilmember Sifuentes asked how many acres the new district covered. Mr. Brim replied that it covered nine (9) acres. He mentioned that residential would only be allowed through a development agreement. City Attorney Jayme Blakesley explained how that worked.

 Mr. Brim continued his review of the conditions.

 Mayor Fullmer turned the time over to the developer.

 Jason Boal with Snell and Wilmer explained that they had gone through several revisions of the code. He said that they wanted to take the existing Regional Mixed-Use Zone and add additional flexibility and counterbalance it with additional design and site criteria. He said the lots were unique because they had shared access between them. He said that some of the changes would allow car washes by-right and allow light automotive repair as a permitted use. He noted that they had eliminated the residential as a permitted use, added the compatible building designs, connectivity with adjacent developments, shared parking, and specific use standards for cars washes and light vehicle repair and drive-thrus. He felt that by adopting the set standards in the code the developers would know what standards to build to.

 Mr. Boal mentioned that there were a few items in the code, Section 7.10 The Design Guidelines, they would like changed.

- “9b Site Design and Access.” He felt that this did not need to be in the code. Mr. Brim explained that access would not be proved for lot 13.
- “9g Light vehicle Repair Uses.” He said that under there was a typo in referencing car washes, it should say light vehicle repair.
- They were requesting that the number of permitted bays be increased to eight (8). There was a discussion about the change.

 Eric Towner with X Development commented that they had reached out to potential users. He said the eight (8) would be adequate for those uses.

 There was a brief discussion about some of the requested changes.

338  Mr. Boal said that they were requesting changing the footnote to reflect the correct number.

339
340  Mayor Fullmer called for public comments. Hearing none, she called for a motion to close
341 the public hearing.

342
343  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO CLOSE THE PUBLIC
344 HEARING AT 7:21 PM. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR
345 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH
346 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

347
348  Mayor Fullmer mentioned that it had been requested that they continue this item to July
349 13th. She called for further comments. hearing none, she called for a motion.

350
351  **Motion:** COUNCILMEMBER FLAKE MOVED CONTINUE THE ITEM TO NEXT
352 MEETING OF THE CITY COUNCIL. The motion was retracted.

353
354  Councilmember Welsh asked for clarification. Councilmember Sifuentes stated that she
355 wanted to have further discussion tonight. She asked what areas of the city car washes were
356 being requested in . Mr. Brim replied that this was the first application that the city had received.
357 He added that they now had three (3) applications. He shared his concern with having too many
358 car washes. Councilmember Sifuentes liked the change in the text amendment to have residential
359 uses approved by council.

360
361  Councilmember Welsh asked about the requirement about the landscape screening the car
362 washes. Mr. Brim replied that they would have to meet the current landscaping code. There was
363 a discussion about car wash requirements.

364
365  Councilmember Welsh asked for clarification that they were not allowing heavy vehicle or
366 equipment repair or sales. Mr. Brim replied that it would be more like a Pep Boys or Jiffy Lube
367 type of service. Councilmember Sifuentes felt that eight (8) bays would not be an issue.

368
369  Councilmember Flake asked about needing flexibility and housing. Mr. Boal replied that the
370 mixed-use residential would be further to the north and anticipated having the more intense uses
371 to the south. Councilmember Flake stated that he did not want housing along Geneva Road.
372 There was a discussion about conditional uses and having a development agreement. Mr. Boal
373 was comfortable removing the residential. There was a discussion about continuing the
374 discussion to another meeting. Mr. Brim suggested that they could make the code specific and
375 limit the number of lots.

376
377  **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO CONTINUE THIS
378 DISCUSSION TO THE NEXT CITY COUNCIL MEETING. MAYOR FULLMER
379 SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE,
380 RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED
381 UNANIMOUSLY.

382 **9.5 PUBLIC HEARING – Development Agreement for Holdaway Farms (Ordinance**
383 **2022-10)**

384 Community Development Director Morgan Brim will present a development agreement
385 between Cadence Vineyard 400, LLC and Goodboro Vineyard Holdaway, LLC and
386 Vineyard City. The development agreement is regarding the property known as
387 Holdaway Farms. The property is located west of the current 400 South Main Street
388 termination, Serial No. 18:021:0014, 18:021:0016, and 18:021:0015. The mayor and City
389 Council will act to approve (or deny) this request by ordinance.
390

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

392  **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT
393 7:35 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR
394 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH
395 VOTED YES. THE MOTION CARRIED UNANIMOUSLY.
396

397  Mayor Fullmer turned the time over to Community Development Director Morgan Brim.
398

399  Mr. Brim gave a brief overview of the development agreement.
400

401  Mr. Brim mentioned that staff had received a request from the developer for a different
402 phasing plan. He said that the plan included property owned by the Church of Jesus Christ of
403 Latter-day Saints. The other request was to move a portion of 400 South/Holdaway Road from
404 the phasing plan. Ryan Bybee with Cadence homes explained that The Church of Jesus Christ of
405 Latter-day Saints had asked that their lots be platted so that they had legal parcels. There was a
406 discussion about subdivisions and the church's plan approval.
407

408  Mr. Brim mentioned that 400 South was not included in the agreement. He recommend that
409 council require the developer to go back to the original plan or allow staff to negotiate with the
410 developer. Mr. Bybee stated that they did not own the land from the eastern side of their property
411 to 400 South so their obligation would be to construct the portion of the road that was on their
412 property. He expressed concern with the differing sizes of the rights-of-way and a home being
413 built near the right-of-way. Mr. Ghandour explained that the parcel where the house was being
414 built on the city right-of-way extended into the property. The property to the west of that area
415 was not platted and they would ensure that the city had full width right-of-way. Mr. Bybee asked
416 about the construction of the improvements past their property. Mr. Blakesley felt that they
417 might need to make an amendment to the neighborhood plan and that the expectation was that
418 the road would be completed all the way to Holdaway Road/400 South. There was further
419 discussion about the completion of the road.
420

421  Mr. Brim continued his review of the development agreement.
422

423  Councilmember Sifuentes felt that the setbacks were not what the council had originally
424 approved. Mr. Brim stated that they would amend the neighborhood plan to reflect the previously
425 approved setbacks.
426

427  Mayor Fullmer called for public comments. Hearing none, she called for a motion to close
428 the public hearing.
429

 **Motion:** COUNCILMEMBER FLAKE MOVED TO CLOSE THE PUBLIC HEARING AT 7:56 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT FOR THIS MOTION. THE MOTION CARRIED WITH ONE ABSENT.

 Mayor Fullmer called for a motion

 **MOTION:** COUNCILMEMBER WELSH MOVED TO CONTINUE THIS ITEM TO THE NEXT MEETING. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, SIFUENTES, AND WELSH VOTED YES. COUNCILMEMBER RASMUSSEN WAS ABSENT FOR THIS MOTION. THE MOTION CARRIED WITH ONE ABSENT.

9.6 DISCUSSION AND ACTION – Center Street Trailhead Parking Betterment Agreement (Resolution 2022-32)

City Engineer Naseem Ghandour will present recommended betterments for the construction of a parking lot on 300 West for the Center Street trailhead. The mayor and City Council will take appropriate action.

 Mayor Fullmer turned the time over to City Engineer Naseem Ghandour.

 Mr. Ghandour gave a brief overview of the parking betterment agreement.

 Councilmember Sifuentes asked about the location of the parking lots. There was a discussion about the location.

 Mayor Fullmer called a motion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO MOVE THIS TO THE NEXT AGENDA. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.7 DISCUSSION AND ACTION – Fireworks Restrictions (Ordinance 2022-11)

City Manager Ezra Nair will present recommended fireworks restrictions for Vineyard and recommend allowing fireworks in certain areas of public property during specific days and times. The mayor and city council will take appropriate action.

 Mayor Fullmer turned the time over to City Manager Ezra Nair.

 Mr. Nair gave a brief overview of the fireworks restrictions. There was a discussion about the fire code, allowed conditions to light fireworks, and times allowed to light fireworks in the park. Mr. Blakesley recommended that they add, "weather conditions permitting." or "so long as wind speeds remain under 15 miles per hour" and shrink the timeframes. The discussion continued.

Mayor Fullmer called for questions.

 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER WELSH MOVED TO ADOPT ORDINANCE 2022-11, THE FIREWORKS RESTRICTIONS AND PERMITTED AREAS, WITH THE NOTED CHANGES. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

9.8 DISCUSSION AND ACTION – Adoption of Final Fiscal Year 2022-2023 Budget and Certified Tax Rate (Resolution 2022-33)

Finance Director David Mortensen will present the final Fiscal Year 2022-2023 Budget and the certified tax rate. The mayor and City Council will act to adopt (or deny) this request by resolution. (A public hearing was held on the tentative budget during the May 25, 2022 City Council meeting.)

 Mayor Fullmer turned the time over to Finance Director David Mortensen.

 Mr. Mortensen gave an overview of the budget and the certified tax rate.

 Mayor Fullmer asked about the money being transferred from the RDA. Mr. Mortensen replied that they were allowed to use four (4) percent from the RDA for administrative costs. He noted that in recent years they had been using more than the allowed four (4) percent.

 Mr. Mortensen continued his reviewed.

 There was a discussion about the custodian positions.

 Mr. Mortensen continued his review.

 There was a discussion about the site improvements on the old Town Hall site.

 There was a discussion about Council Directed Projects. Mayor Fullmer suggested that they transfer the funds saved on the Public Works building to the Council-Directed Capital Projects Fund.

 Mr. Mortensen continued his review. There was a discussion about the Public Works building renovation costs.

 There was a discussion about changes to the budget:

1. Planning

- a. Part-time Code Enforcement Officer
- b. Part-time Grant Writer (move to finance)
- c. Remove the Full-time Planning Technician and Intern positions
- d. Change title of Economic Development Coordinator/Planner to Planner/Business Advocate

There was a discussion about the planning positions.

2. One-time Purchases

- a. Remove the kiosk for further research

527 There was a discussion about the kiosk for the city offices which would interact with staff
528 at the development services building.

529
530 3. Administration/Finance

- 531 a. End the Accounts Payable/Utility Billing Clerk position on January 1
532 b. Start the Accountant position January 1
533 c. Change the Receptionist/Library part-time clerks to:
534 i. Receptionist/Utility Clerk/Library Assistant
535 1. Two (2) Part-time
536 2. 1 Bilingual
537 3. Split 75 percent to finance and 25 percent to Library

538 There was a discussion about the positions.
539

540 There was a discussion about the allocated funds Cost of Living Adjustment (COLA) and staff
541 merit increases and market studies.

- 542 1. Add COLA to the council positions.
543 2. Capital Projects
544 a. Increase Council-Directed Projects by \$150,000
545 3. Roll over unused Heritage and Youth Council budgets each year
546 There was a discussion about these budgets.

547
548  Mayor Fullmer called for a motion.

549
550  Mr. Mortensen recapped the discussion.
551

552  **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT RESOLUTION 2022-33
553 THE VINEYARD CITY FISCAL YEAR 2022-2023 BUDGET AS PRESENTED BY STAFF
554 WITH THE NOTED ADDITIONS AND ADOPT THE CERTIFIED TAX RATE OF 0.002903.
555 COUNCILMEMBER WELSH SECONDED THE MOTION. ROLL CALL WENT AS
556 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN,
557 SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.
558

559  Mayor Fullmer asked about the fireworks change to the map. There was a discussion about
560 changes to the map. Council directed staff to include the soccer fields in the permitted areas for
561 fireworks.
562

563
564 **10. CLOSED SESSION**

565
566  Mayor Fullmer called for a motion to go into a closed session.
567

568  **Motion:** MAYOR FULLMER MOVED TO GO INTO A CLOSED SESSION ON JUNE
569 29, AT 9:30 PM, FOLLOWING THE REDEVELOPMENT AGENCY BOARD MEETING, TO
570 DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR
571 MENTAL HEALTH OF AN INDIVIDUAL. COUNCILMEMBER FLAKE SECONDED THE
572 MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS
573 FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES. THE MOTION CARRIED
574 UNANIMOUSLY.
575

576 **11. ADJOURNMENT**



578 Mayor Fullmer called for a motion to adjourn the meeting.



580 **Motion:** COUNCILMEMBER WELSH MOVED TO ADJOURN THE MEETING AT 9:31
581 PM. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. MAYOR FULLMER,
582 COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES, AND WELSH VOTED YES.
583 THE MOTION CARRIED UNANIMOUSLY.

584
585 **Motion to adjourn the closed session:** COUNCILMEMBER FLAKE MOVED TO ADJOURN
586 THE CLOSED SESSION AT MIDNIGHT. COUNCILMEMBER SIFUENTES SECONDED THE
587 MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, SIFUENTES,
588 AND WELSH VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

589
590 MINUTES APPROVED ON: _____

591
592
593 CERTIFIED CORRECT BY: /s/ Pamela Spencer
594 PAMELA SPENCER, CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 7-13-2022

Agenda Item: 6.2 Asphalt Preservation Project

Department: Public Works

Presenter: Chris Thomas

Background/Discussion:

We are continually working to preserve and extend the life of our road infrastructure to save future replacement dollars. Over the last several years, we have favored using Holbrook Asphalt's HA5 product as an asphalt preservation coating in our subdivisions. This product is a High-Density Mineral Bond that only Holbrook Asphalt currently provides. The HA5 product has proven to provide superior protection and lasts twice as long. HA5 will last 8 years vs the competitors 3-5 years which reduces the impact to the residents for this repetitive maintenance. The fiscal impact is more upfront for the HA5 product but costs less over the 8-year period. This year's asphalt preservation will focus on the Cascade, the Providence, the Willows, and the Parkside subdivisions as well as 170 South. The work will include cleaning, surface prep, and the asphalt preservation coating. The application of the preservation coating will require complete closure of roads within subdivisions for up to a day. The contractor will notify all residents and work with staff to minimize the impact to the residents.

Fiscal Impact:

Transportation Fund, Contract services budget = \$300,000

Holbrook Asphalt Co. HA5 proposal = \$164,217.89

Recommendation:

Motion to Approve

Sample Motion:

I move to approve the 2022 Asphalt Preservation project budget and allow staff to contract with Holbrook Asphalt Co to complete the work as proposed.

Attachments:

Resolution

Project Area Map

Holbrook Asphalt Co. Proposal

RESOLUTION 2022-34

A RESOLUTION OF THE VINEYARD CITY COUNCIL AWARDING THE BID TO THE QUALIFIED BIDDER FOR ASPHALT PRESERVATION IN THE CASCADE, PROVIDENCE, THE WILLOWS, AND PARKSIDE SUBDIVISIONS AS WELL AS 170 SOUTH

WHEREAS, Vineyard City has recently determined the need for the construction of the Water Distribution Pipeline; and

WHEREAS, the City has issued a Request for Proposals and now desires to award the bid; and

WHEREAS, after consideration of all bids filed, and attached hereto as Exhibit A and incorporated herein by reference, it was determined that Holbrook Asphalt for their HA5 preservation application was the best bidder for the asphalt preservation projects.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

Section 1. The bid be awarded to Holbrook Asphalt for their HA5 preservation application.

Section 2. That city staff are hereby authorized and directed to execute the contract with the awarded contractor for asphalt preservation in the Cascade, Providence, The Willows, and Parkside subdivisions, as well as 170 south.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

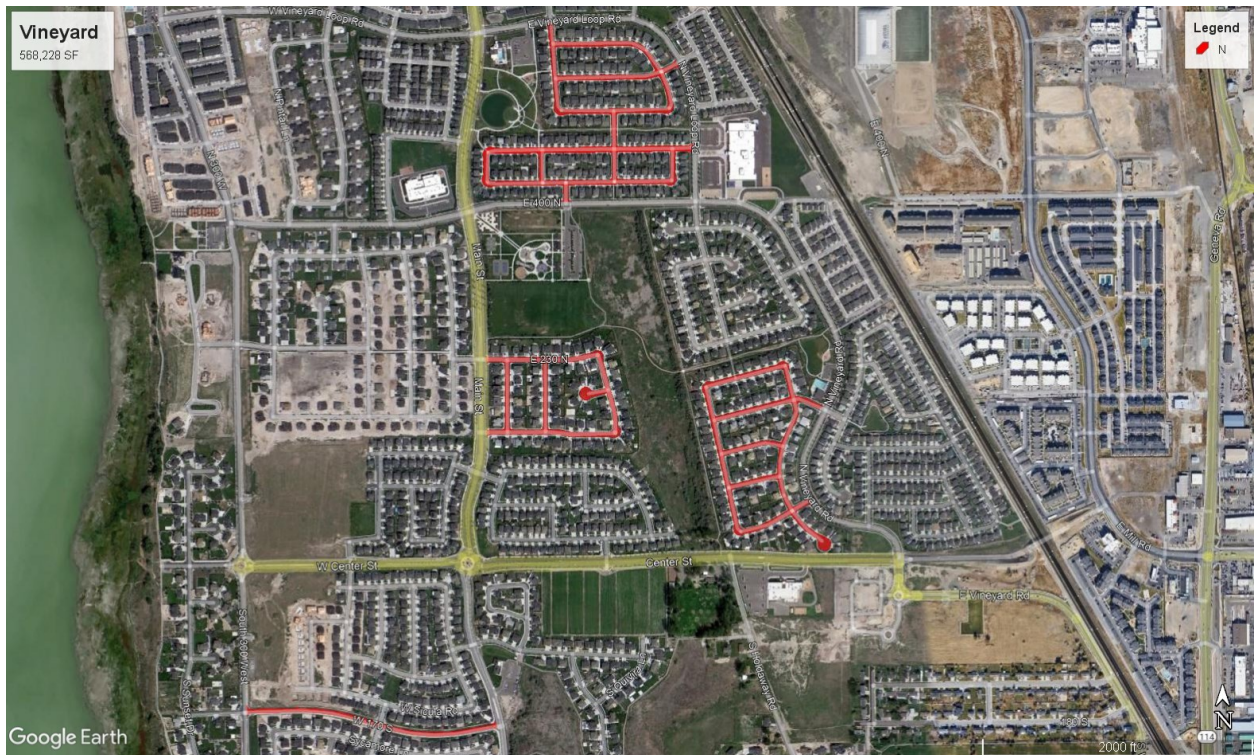
Section 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 13th day of July 2022.

Mayor Pro Tempore

Attest:

Deputy Recorder





Project Location	Proposal #	Date Issued	PO/LD #
Multiple Locations - See Maps Center Street Vineyard UT 84058	HAU945296	6/15/2022	

Terms

Due Upon Completion

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

Vineyard HA5 22

Bill To

Vineyard City
Attn: Chris Wilson
240 East Gammon Road
Vineyard UT 84058

Item	Quantity	UM	Rate	Amount
See Map				
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	568,228	SqFt	0.289	164,217.89
Paint/Stripe All Stripes, Symbols and Painting to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise.		LS		5,434.44
Note (1) Traffic control will require 24 hour road closures. If additional closures/ methods are required, additional traffic control costs will be added. (2) Taxes are not included in this proposal. If required, the costs will be added to the project invoices. (3) Standard cleaning is included in the unit price. Items NOT considered to be Standard Cleaning include: heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.				

Total	\$169,652.33
--------------	---------------------

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
6/15/2022	HAUB08108

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work.

Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has existing surface conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU945296 - Vineyard HA5 22 (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 7-13-2022

Agenda Item: 6.3 Water Tank and Pipeline & Meter Station Design Projects Addendums

Department: Engineering

Presenter: Naseem Ghandour, P.E.

Background/Discussion:

The city staff wishes to revise the existing contract (**Attachments 1 and 2**) with Hansen Allen and Luce (HAL) Engineering for design services related to the Vineyard City 6MG Water Tank project (**Attachment 3**) and Vineyard City Pipelines and Meter Station project (**Attachment 4**).

Vineyard City 6MG Water Tank Design project (up to \$62,772.12):

This addendum is required for the City Water Tank project as it allows the city to continue with its Water Master Plan, allowing for a 10-year projection of culinary water needs to meet the city's population growth and community services; Development of operations plan for the Water Tank to ensure that the system and personnel are operating at efficiency and uncompromised quality; Engineering assistance for the fire flow of 120 existing buildings that were built prior to the Fire Flow policy and that the development of the Downtown Vineyard does not negatively impact the city's water system.

Task 1: City Water Master Plan (\$30,432.22, to include item c)

- a. Currently over budget by \$4,379.30 due to evaluating system issues and scenarios requested by the City.
- b. Finalize the Water Master Plan report and presentation to the Council.
- c. Added determining City Water Impact Fee required to fund Water Master Plan Capital Projects, up to \$20,000 which is currently in the approved FY23 budget (**not shown in Attachment 2**).

Task 2: Fire flow modeling assistance for existing buildings (\$11,773.23)

- a. Determine the impact connecting to the CUWCD may have on the fire flow designs for up to 120 commercial buildings built prior to the city's recent fire flow limitation ordinance.
- b. Final report would include maps, tables, and figures along with results and recommendation(s) of actions needed to resolve issues.

Task 3: Provide System Operations Assistance for the new water tank, booster pump stations, and connections to the CUWCD system (\$9,070.24)

- a. Provide operating assistance and hands on training during initial system commissioning and balancing.
- b. Revise draft systems operation plan, based on city staff questions and needs.

Task 4: Water system modeling for Vineyard City (\$11,496.43)

- a. Support Engineering Department and Water Division staff to assist system functionality during Downtown Vineyard development and construction.



VINEYARD CITY COUNCIL STAFF REPORT

Vineyard City Pipelines and Meter Station Design project (\$66,403.64):

** Note: Task costs include a 2% mark-up by HAL Engineering from JUB Engineering change order.*

This addendum is required for the City Water (Distribution) Line project as it allows the city to pay for services rendered for action needed to finalize designs and documents to obtain easements required to construct the Water Line project. The construction contract was awarded by City Council on June 29, 2002, Resolution 2022-25.

Task 1 (300-019): Design changes that were related to the Vineyard Connector Promenade Overpass bridge and 300 West Connection (\$10,200.00*).

Task 2 (300-020): Additional easement work was required for the Vineyard City Water Line project (\$11,220.00*).

Task 3 (300-021): Modifications made to the design at and after the 90% design of the Vineyard City Water Line (\$10,553.54*).

Task 4 (300-022): Adjustment for wage increases due to additions to the project that resulted in extending the project beyond 2021 in which the project was anticipated to be designed (\$7,910.10*).

- a. This adjustment was a condition in the JUB Engineering portion of the original contract, see attachment 1.

Task 5 (300-023): For 1600 North Rd Water Line project design, scope changes, and coordination resulting from city directing to have a separate contractor perform this work (\$8,160.00*).

- a. The construction contract was awarded to ESP Construction by City Council on April 27, 2022, Consent item 7.2.

Task 6 (400-007): Additional level of effort that was completed during bidding resulting from the various issues listed in the JUB attachment as shown in attachment 3 (\$18,360.00*).

Tasks that City Staff is NOT recommending the following tasks at this time.

Task 7 (500-015): Construction Engineering Inspection (CEI) services for the 1600 North portion of the Water Line project construction. This is due to duplicating or redundant efforts with two different contractors during construction (\$73,538.94*).

Task 8 (500-016): Additional Construction Engineering Inspection (CEI) services during construction for the Phase 1 pipeline work to allow for lower construction costs, resulting from the City allowing additional construction time of the Water Line project construction contract than was originally estimated in the original scope of work (\$360,114.06*).



VINEYARD CITY COUNCIL STAFF REPORT

Fiscal Impact:

Vineyard City 6MG Water Tank Design project

Current Contract Price	\$353,340.00
Addendum No. 2	\$62,772.12 (up to)
New Total	\$416,112.12

Vineyard City Pipelines and Meter Station Design project

Current Contract Price	\$523,867.00
Addendum No. 3	\$66,403.64
New Total	\$590,270.64

Recommendation:

Staff Recommends Approval of addendums for the Vineyard City 6MG Water Tank design AND Vineyard City Pipelines and Meter Station design at a total cost of \$129,175.75

Sample Motion:

Motion to approve city staff to execute and complete the addendums to the Vineyard City Water Tank Design AND Vineyard City Pipelines and Meter Station Designs contracts as presented.

Attachments:

1. Vineyard City Water Tank Design Contract & Addendum
2. Vineyard City Pipelines and Meter Station Design Contract & Addendums 1 & 2
3. Water Tank project Design Draft Addendum No. 2
4. Vineyard City Pipelines and Meter Station Designs Addendum No. 3

TASK ORDER NO. 319.05.100
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: Vineyard City

Effective Date of Agreement: October 31, 2017

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

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

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

2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 319.05.100-A.
3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on a time and materials basis with a Not-to-Exceed amount of \$390,980.00 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 319.04.100-B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. SERVICES associated with this TASK ORDER will be completed within by the end of June 2021 for Design, then 14-month construction period following written authorization from the CLIENT to HAL to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

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

CLIENT: VINEYARD CITY

By: [Signature]

Its: CITY MANAGER

Attest: [Signature]

Its: Deputy Recorder

HANSEN, ALLEN & LUCE, INC.

By: [Signature]

Its: President

Attest: [Signature]

Its: Vice President

SCOPE OF SERVICES

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

PROJECT UNDERSTANDING

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

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

SCOPE OF WORK

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

Task 100 - Project Management

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

Task 200 - Preliminary Design

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

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

Task 300 – Final Tank Design

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

Task 400 – Coordination with Governing Entities

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

Task 400 – Prepare Bid Documents and Assist with Project Bidding

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

Task 500 - Services During Construction

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

Task 700 – Added Tasks to Consider

1. Assist the City with prequalification of Contractors.

ESTIMATED FEE

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

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

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

Assumptions included in our fee estimate are as follows:

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

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

STANDARD FEE SCHEDULE 2020

PERSONNEL CHARGES

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

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

DIRECT CHARGES

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

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

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

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

**HANSEN
ALLEN
SCIENCE**

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HAL PROPOSAL SPREADSHEET

CLIENT: VINEYARD
PROJECT: 7 MG TASK



Task #	Task Activity	Billing Period	Principal NEA	Managing Prof.	Prod III TGA	Hours										Total Hours	Labor Cost	Expense Cost	Total HAL Cost with Contingency & Retain Inc.	COMMENT					
						Prod I JB	1 Man OPS BD	PI	Field Tech	CAD	Secretary	RC	HPE	ADOC	Logan Shipton						Sub 5				
VI TASK 680 - SERVICES DURING CONSTRUCTION																									
601	Participate in Pre-construction Meeting	2	3		3													6	\$1,005.00	\$81.50	\$1,086.50	60 weeks at 2 hrs per week			
602	Office engineering support during construction, RFI's, etc.	2			120													120	\$720.00	\$720.00	\$1,806.50	48 Weeks @ average of 4 hours/day			
603	Provide part time resident project representative (CDRWALK)	2																60	\$15,010.00	\$15,010.00	\$16,816.50	RC: \$10,000, HPE: \$2,750			
604	Review Contractor submittals	2																61	\$4,082.00	\$240.00	\$4,322.00	60 Weeks of construction meetings			
605	Attend weekly construction coordination meetings	2	24		120								13					144	\$21,523.20	\$3,048.00	\$24,571.20	4 Change Orders			
606	Prepare Change Orders	2	1		8													16	\$1,037.25	\$42.00	\$1,079.25	14 pay materials			
607	Pay Materials	2			16													16	\$2,247.20	\$98.00	\$2,345.20	by FOL on Construction Cost			
608	Special Inspections	2			1													1	\$1,400.00	\$0.00	\$1,400.00				
609	Close-out Responsibilities	2			4													4	\$561.80	\$24.00	\$585.80				
	Reservoir commissioning and stamp	2	8		8								13				29	\$2,680.00	\$141.50	\$2,821.50					
	Old manual review	2			4												4	\$561.80	\$24.00	\$585.80					
	Obtaining Permit w/ ODW	2			4												4	\$561.80	\$24.00	\$585.80					
	Obtain documents from Contractor	2			4												44	\$4,166.40	\$24.00	\$4,190.40					
610	Provide Record Drawings	2			1												4	\$4,166.40	\$24.00	\$4,190.40					
611	Final Inspection	2	4		4												8	\$1,400.00	\$81.50	\$1,505.18					
SUBTOTAL:			40	0	291	0	0	0	40	40	0	8	28	0	0	0	1405	\$141,334.95	\$20,298.50	\$169,713.02	\$13,450.00 Subcontractor Cost				
VII TASK 700 - ADDED TASKS TO CONSIDER																									
800 Preparation of Task Contractors																									
a. Develop prequalification documents		2	2		2													0	\$0.00	\$0.00	\$0.00				
b. Develop prequalification documents to Contractors		2	2		2													8	\$816.40	\$48.00	\$864.40				
c. Evaluate SOCs and make recommendation to City		2	2		2													2	\$200.90	\$12.00	\$207.55				
SUBTOTAL:			\$388.10	\$0.00	\$842.70	\$0.00	\$0.00	\$0.00	\$816.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	16	\$2,048.20	\$98.00	\$2,251.41	\$0.00 Subcontractor Cost				
TOTAL HOURS BY EMPLOYEE:			201	0	656.5	84	9	48	960	402	24	68	109	0	0	0									
PHASE		TASK		Labor	Direct Exp	Cost	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor			
I	TASK 100 - PROJECT MANAGEMENT			\$17,075.30	\$600.50	\$13,460.80	\$0.00	\$24,229.22	\$0.00	\$24,229.22	\$0.00	\$24,229.22	\$0.00	\$24,229.22	\$0.00	\$24,229.22	\$0.00	\$24,229.22	\$0.00	\$24,229.22	\$0.00	\$24,229.22			
II	TASK 200 - PRELIMINARY DESIGN			\$21,843.45	\$1,232.00	\$20,611.45	\$0.00	\$22,843.45	\$0.00	\$22,843.45	\$0.00	\$22,843.45	\$0.00	\$22,843.45	\$0.00	\$22,843.45	\$0.00	\$22,843.45	\$0.00	\$22,843.45	\$0.00	\$22,843.45			
III	TASK 300 - FINAL TASK DESIGN			\$83,900.28	\$4,994.50	\$78,905.78	\$0.00	\$83,900.28	\$0.00	\$83,900.28	\$0.00	\$83,900.28	\$0.00	\$83,900.28	\$0.00	\$83,900.28	\$0.00	\$83,900.28	\$0.00	\$83,900.28	\$0.00	\$83,900.28			
IV	TASK 400 - CONSTRUCTION WITH GOVERNING ENTITIES			\$17,783.51	\$984.00	\$16,800.00	\$0.00	\$17,783.51	\$0.00	\$17,783.51	\$0.00	\$17,783.51	\$0.00	\$17,783.51	\$0.00	\$17,783.51	\$0.00	\$17,783.51	\$0.00	\$17,783.51	\$0.00	\$17,783.51			
V	TASK 500 - PREPARE BID DOCUMENTS & ASSESS WITH BIDDING			\$17,262.60	\$884.00	\$16,378.60	\$0.00	\$17,262.60	\$0.00	\$17,262.60	\$0.00	\$17,262.60	\$0.00	\$17,262.60	\$0.00	\$17,262.60	\$0.00	\$17,262.60	\$0.00	\$17,262.60	\$0.00	\$17,262.60			
VI	TASK 600 - CONSTRUCTION			\$20,228.50	\$1,142.00	\$19,086.50	\$0.00	\$20,228.50	\$0.00	\$20,228.50	\$0.00	\$20,228.50	\$0.00	\$20,228.50	\$0.00	\$20,228.50	\$0.00	\$20,228.50	\$0.00	\$20,228.50	\$0.00	\$20,228.50			
VII	TASK 700 - ADDED TASKS TO CONSIDER			\$12,048.20	\$0.00	\$12,048.20	\$0.00	\$12,048.20	\$0.00	\$12,048.20	\$0.00	\$12,048.20	\$0.00	\$12,048.20	\$0.00	\$12,048.20	\$0.00	\$12,048.20	\$0.00	\$12,048.20	\$0.00	\$12,048.20			
TOTAL:				\$206,005.54	\$20,248.50	\$185,757.04	\$0.00	\$206,005.54	\$0.00	\$206,005.54	\$0.00	\$206,005.54	\$0.00	\$206,005.54	\$0.00	\$206,005.54	\$0.00	\$206,005.54	\$0.00	\$206,005.54	\$0.00	\$206,005.54			
Assumptions:																									
1. Construction Period is 14 months, site work is 11 months																									
2. No cathodic protection is estimate																									
3. No easements required.																									
4. Assumptions as listed in the Comments Column																									
5. Landscape plans not included. City will develop the landscape plan.																									

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

Filename: c:\projects\13 - Vineyard\700 hrs Design\Task\Task700 - Proposed Final Proposal Spreadsheet.xlsx

DRAWINGS / SHEET COUNT

CLIENT: Vineyard City
PROJECT: 7 MG Tank

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

DRAWINGS / SHEET COUNT

0 Vinyard City
0 7 MG Tank - SWPPP

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

Mr. Chris Wilson, P.E.
Assistant Public Works Director
City of Vineyard
125 S Main Street
Vineyard, Utah 84059

July 27, 2021

RE: Vineyard City Pipelines and Meter Station Designs
Budget Amendment No. 1 - Additional Services

This document serves as Amendment 1 to Task Order 319.05.300 to Engineering Services Agreement (the Agreement) for the Vineyard City Pipelines and Meter Station Designs, dated the 23rd day of November, 2020.

As we have discussed in several meetings with you, JUB Engineers has performed significant additional services related to the above referenced project. We have also expanded their services to include additional pipelines such as an additional pipeline in Mill Road from 400 North to Center Street and a pipeline in 400 North from the Railroad to Mill Road. We have deleted from their contract the meter stations (they will be designed by Central Utah Water Conservancy District) and the pipeline in 800 North from Mill Road to Geneva Road after having already performed significant work on this pipeline segment. This pipeline segment was deleted after CUWCD indicated that they would prefer that we make our connection to their system in 400 North instead of upsizing the existing connection in 800 North at Geneva Road. Attached please find Attachment 1 from JUB which provides documentation regarding the modifications to their work and accompanying costs.

We propose a professional “not to exceed” engineering budget amendment of \$144,601 for the extra work. The following table summarizes the estimated engineering fee required to accomplish this extra work.

ITEM	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
1	JUB Additional Costs (See Attachment 1)	\$139,315.00
2	HAL 2% MARKUP [*]	\$2,786.00
3	Additional HAL Coordination Time Associated With These Modifications	\$2,500.00
	Total Amendment No. 1 Fee	\$144,601.00

- Note: HAL’s normal markup on subconsultants is 10%. However, we are only adding 2% to this contract to cover costs associated with Professional Liability Insurance which is based upon our gross billings, including any subconsultant revenues.

Mr. Chris Wilson
July 27, 2021
Page 2

Total Contract Price prior to this Amendment =	\$323,623
Amendment No. 1 Request =	\$144,601
Total Contract Price with Amendment =	\$468,224

Accepted by:

CLIENT:

By:

Its:

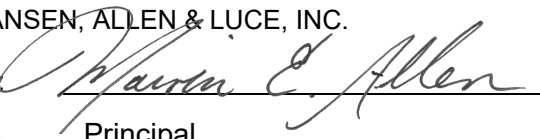

Chris Wilson

Assistant Public Works Director

HANSEN, ALLEN & LUCE, INC.

By:

Its:


Principal



**J-U-B ENGINEERS, Inc.
AMENDMENT 1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

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

PROJECT NAME: Vineyard City Phase 1 Water Transmission Pipeline

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

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

CLIENT PROJECT NUMBER: modification to HAL task order no. 319.50.300

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/20/2020; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

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

PART 1 - PROJECT UNDERSTANDING

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

Changes in the project since work began in early 2021 have occurred necessitating changes to the project scope, schedule, and budget. These include the following:

1. Multiple alternate alignments were considered in varying degrees of detail, including survey and cost estimating.
2. Multiple changes were considered to points of connection to the CUWCD lines.
3. Evaluated the cost of a change in pipe material from PVC to DI for larger diameter pipes (including corrosion protection).
4. The schedule was extended due to additional time required for prepare for construction of the water tank related to this project, additional scope of work, and the completion of Vineyard's coordination with property owners.

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

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

C. Task A: Project Management

Subtask 7. Additional Work: Coordination and contract modifications related to consideration of changed alignments, points of connection to CUWCD, corrosion protection, and the Mill Road waterline

Subtask 8. Additional Work: Project management time due to the extended duration of the project and monitoring status

D. Task B: Preliminary Engineering, Permitting, 60% Design

Subtask 16. Additional Work: Explore alternate alignments, connection points, pipe material (see the graphic with the heading, "Example of Different Alignments" in Exhibit 1-B for examples). Work includes the following:

- a. Alternate connection to the existing CUWCD source line to feed the tank was considered. The new location is on the west side of the railroad tracks, much farther south than the

original location, and includes about 2000 more linear feet of pipe design along a different alignment.

- b. Multiple alternate alignments were considered on the north and south side of the Vineyard Connector.
- c. Multiple locations of crossing the railroad tracks at 800 North were considered.
- d. Different alignments associated with the changes in points of connection on 800 North and 400 North were/will be evaluated.
- e. A different location of the point of connection to serve the tank is being considered, resulting in additional waterline alignment evaluations.
- f. Points of connection on 800 North were eliminated
- g. Point of connection at 400 North was added, as well as another railroad crossing at 400 North to access it, and pipe along 400 North from the railroad crossing to Mill Road.
- h. Evaluate the cost of a change in pipe material from PVC to DI for larger diameter pipes.
- i. Preliminary design to negotiate new 48" storm drain and 15" sewer crossing conflicts associated with the Downtown Vineyard Phase 1 Offsite Utilities Project near the south end of the Vineyard Connector.

Subtask 17. Additional Work: Right-of-way and easements research, topographic survey related to alternate alignments and connection points.

Subtask 18. Additional Work: Preliminary design phase work related to 400 North railroad crossing, including topographic survey and coordination with permittees.

Subtask 19. Additional Work: Preliminary design phase work related to new 12" waterline in Mill Road from 400 North to Center Street

- a. Utility mapping research
- b. Topographic survey
- c. Prepare preliminary plan and profile sheets
- d. Map corridor utilities and identify conflicts
- e. Subsurface utility investigation of up to four locations completed by Utility Mapping Services.
- f. Evaluate phasing constraints and plan construction sequencing necessary to keep water in service as required
- g. Complete 60% level design drawings
- h. Prepare preliminary opinion of probable cost

E. Task C: Final Design and Complete Bidding Documents

Subtask 13. Remove Subtask: Remove from the scope of work to complete the design of three metered connections to CUWCD, since they design their own metering vaults.

Subtask 14. Additional Work: Final design of 400 North railroad crossing, including design, plan preparation, and submitting agency packages.

Subtask 15. Additional Work: Final design phase work related to new 12" waterline in Mill Road from 400 North to Center Street.

- a. Incorporate comments from 60% review with City
- b. Prepare final design plan and profile drawings
- c. Additions to technical specifications and bidding documents for 12" waterline
- d. Prepare details and required construction sequencing for Mill Road waterline
- e. Prepare 90% design documents and submit to City for review
- f. Address final comments and finalize bidding documents
- g. Prepare engineer's estimate for 12" waterline

The alignment of pipe along 800 North was shortened to only extend from the railroad tracks to Mill Road, but the alignment along 400 North was added from the railroad tracks to Mill Road.

The net effect on final design is negligible.

F. Task E: Construction Engineering Support

Subtask 11. Additional Work: Construction engineering work related to new 12" waterline in Mill Road from 400 North to Center Street. The net effect of the addition of pipe design in 400 North and Mill Road and the removal of 800 North from Mill Road to Geneva Road is about a

10% increase in total length of pipe on the project. We estimate a similar increase in the construction engineering hours required.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- C. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. N/A
- D. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. As the level of effort related to evaluation of an unknown number of alignment evaluations cannot be determined, future changes in scope may be required.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the **additional** fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
A	Project Management, additional work tasks	Time and Materials (Estimated Amount Shown)	\$20,838	Concurrent with work progress
B	Preliminary Engineering, Permitting, and 60% Design, additional work tasks	Time and Materials (Estimated Amount Shown)	\$101,786	Add 5 months to the schedule: Draft for CLIENT review 9 months after executed contract, notice to proceed, and receipt of all required data
C	Final Design and Complete Bidding Documents, Additional work tasks	Time and Materials (Estimated Amount Shown)	9,326	Add 5 months to the schedule: Draft for CLIENT review 11-13 months after executed contract, notice to proceed, and receipt of all required data
E	Construction Administration Services	Time and Materials (Estimated Amount Shown)	7,365	Concurrent with work progress
Total:			\$139,315	

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

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

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure (Revised June 14, 2021)
- Exhibit 1-B: Description of Scope, Fee and Schedule Changes

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

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



THE
LANGDON
GROUP
a JUB Company



GATEWAY
MAPPING
INC.
a JUB Company

OTHER J-U-B COMPANIES

Vineyard Phase 1 Water Transmission Pipeline Work Breakdown Structure

Last Updated 07/26/2021

Description	Total	Total
	(hrs)	(\$)
Vineyard Phase 1 Water Transmission Pipeline	980	\$139,315
Task A - Project Management and Progress Meetings	118	\$20,838
007 - Additional: Coordination and contract modifications associated with scope changes	44	\$8,272
008 - Additional: Project management time related to extended schedule and monitoring status	74	\$12,566
Task B - Preliminary Engineering, Permitting, and 60% Design	678	\$101,787
016 - Additional: Explore alternate alignments, connection points, pipe material	404	\$56,909
017 - Additional: Right-of-way and easements research, topographic survey related to alternate alignments and connection points	150	\$19,490
018 - Additional Work: Preliminary design phase work related to 400 North railroad crossing	24	\$3,848
019 - Additional: Preliminary design phase work related to Mill Road waterline (400 N to Center)	100	\$21,540
Task C - Final Design and Complete Bidding Documents	141	\$9,326
003 - Remove Subtask: Complete design of (3) metered connections to CUWCD	-44	(\$14,567)
014 - Additional Work: 400 North railroad crossing	19	\$2,431
015 - Additional Work: Final design phase work related to Mill Road waterline (400 N to Center)	166	\$21,461
Task E - Construction Administration Services	43	\$7,365
011 - Additional Work: Construction engineering work related to Mill Road waterline (400 N to Center)	43	\$7,365

Vineyard City Phase 1 Water Transmission Pipeline

Description of Scope, Fee, and Schedule Changes

July 26, 2021

Original Agreement

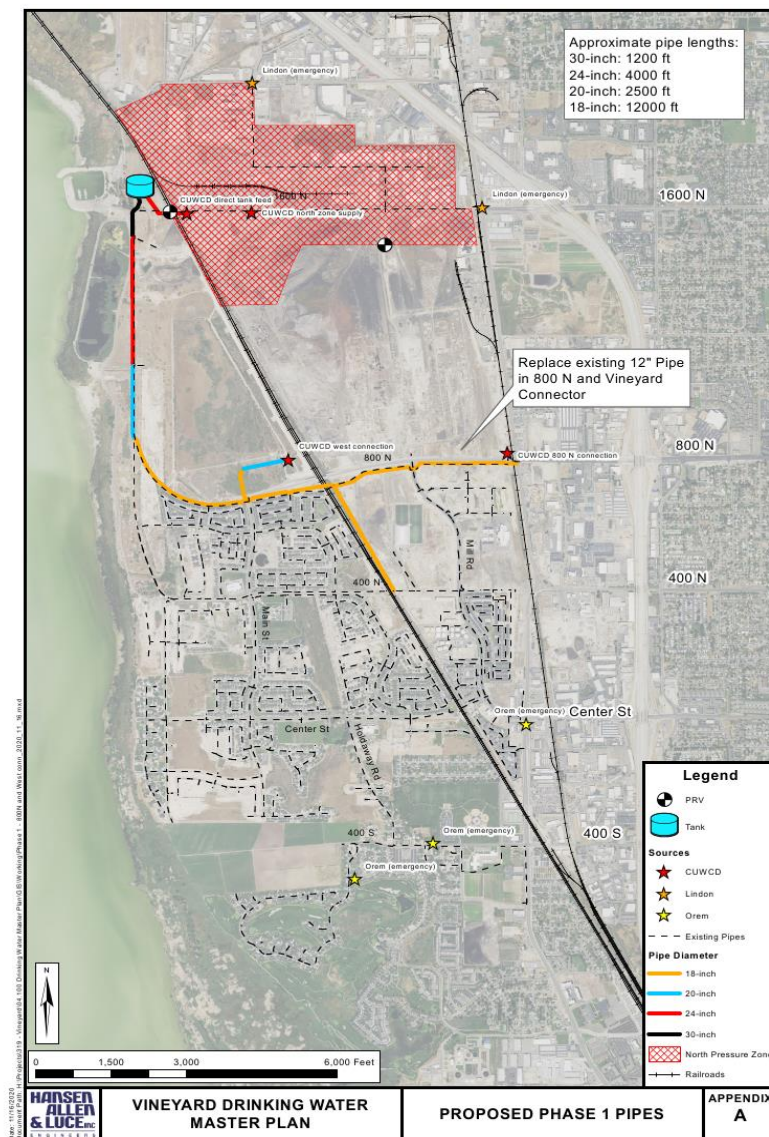
The J-U-B scope of services is based on the following project understanding, as noted in the J-U-B agreement:

“The proposed pipeline is planned to be of various pipe diameters as shown on Exhibit 1-A. The preferred alignment has already been agreed upon and J-U-B’s tasks, assumptions and deliverables are listed below.”

Exhibit 1-A shows the preferred alignment of the pipelines that was to be the subject of design. The alignments include the pipe from a source to the tank, the pipe from the tank to a point of connection to the CUWCD pipeline at 800 North Geneva Road, the pipe to a point of connection near the railroad tracks, and the pipe parallel to the railroad tracks from 800 North to 400 North. These pipeline alignments and points of connection were the basis of the design.

The second task of work (Preliminary Engineering, Permitting and 60% Design) includes evaluation of existing utilities, reviewing geotechnical data, conducting topographic survey, locating utilities, mapping, identifying utility conflicts and potential utility relocations, subsurface utility investigation, and preparing preliminary design drawings along the preferred alignment of the pipelines in Exhibit 1-A.

Exhibit 1-A from Original Agreement



Work Requested

As we got started on the project, Vineyard asked J-U-B to look into multiple pipeline alignments that differed from what was scoped. The graphic below is a compilation of different alignments provided to our surveyors for the purpose of describing where we needed topographic survey. With the different alignments and points of connection to the CUWCD pipelines there was considerable related survey work, right-of-way and easement research, mapping and preliminary engineering, meetings, and discussions regarding the evaluation of these alignments.

Example of Different Alignments



The data in the graphic above was prepared in February 2021. We have been asked to identify more alignment and point of connection alternatives since then. The alignments and points of connection are still not finalized. We are now in the process of preparing documents for the City to review proposed alignments with property owners.

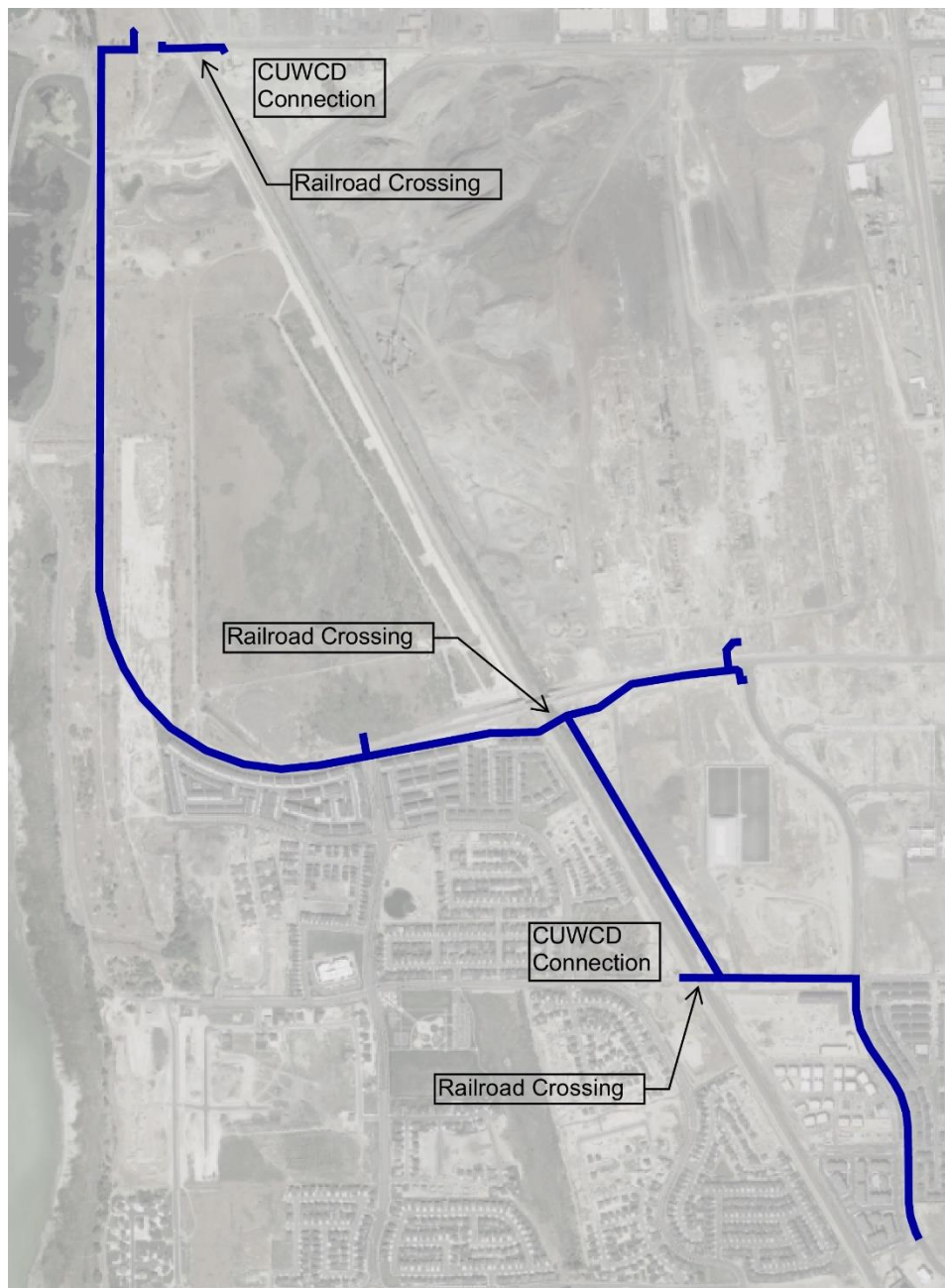
The need to design the meter vaults was eliminated, since CUWCD designs their own vaults; this eliminates one subtask from our scope.

In addition to alignments and points of connection, we have also been asked to evaluate the cost of using ductile iron pipe (rather than PVC pipe) for pipes larger than 20" in diameter and the cost of corrosion protection of ductile iron pipes.

Other changes include one additional railroad crossing at 400 North in order to access the existing CUWCD station on the west side of the tracks, a new 12" pipe in Mill Road from 400 North to Center Street, and the need to design around a pending 15" sewer and 48" storm drain crossing at the bend in the Vineyard Connector.

The alignment, CUWCD connection points, and railroad crossings as planned are shown below.

Currently Planned Alignment, CUWCD Connection Points, and Railroad Crossings



As evidenced by the need to modify the contract at this stage to account for the out-of-scope work, our diligence in holding to the scope yielded to a desire to meet the needs of Vineyard. We recognize that it is better for everybody in the long run if we align the work we agree to perform with the contract much more closely. Included in this adjustment to our scope of work is time to monitor our work much more closely regarding the agreed-upon scope, schedule, and budget.

The original schedule was from preliminary design to be performed in four months, from January to May 2021. Much work has been performed related to the different alignments and points of connection, but most of the preliminary design work has not yet been accomplished, as we are still working on finalizing alignments and points of connection. We therefore expect that it will still be several months before the preliminary design work will be done. We are estimating that it will take until at least September to complete the work, assuming the alignments and points of connection are finalized within the next few weeks.

The extension of preliminary design schedule from the original four to six months to nine to 11 months adds to the cost of managing the project.

A review of completed work related to the alternate alignment evaluations identified the magnitude of both the completed work to date and provided a basis of assumptions for work yet to be completed. A tabulation of these figures is shown below.

Vineyard Phase 1 Water Transmission Pipeline Fee									
Updated 7/26/2021									
Task	Original Fee	In-Scope Work				Out-of-Scope Work			
		Money Spent on Work Already Performed That Will Not Have To Be Repeated	Work Not Yet Performed	Money Spent on Work Already Performed That Will Have To Be Repeated	Work Removed from Scope	Already Performed	Not Yet Performed	Addition to Fee	Modified Fee
Task A: Project Management	\$9,896	\$3,517	\$6,379			\$1,544	\$19,294	\$20,838	\$30,734
Task B: Preliminary Engineering, Permitting, 60% Design	\$120,690	\$27,363	\$86,281	\$7,046		\$37,529	\$57,212	\$101,787	\$222,477
Task C: Final Design and Complete Bidding Documents	\$70,293		\$55,726		\$14,567		\$23,892	\$9,325	\$79,618
Task D : Bidding Support Services	\$6,308		\$6,308						\$6,308
Task E Construction Administration Services	\$75,836		\$75,836				\$7,365	\$7,365	\$83,201
Expenses	\$2,600		\$2,600						\$2,600
TOTAL:	\$285,623	\$30,880	\$233,130	\$7,046	\$14,567	\$39,073	\$107,763	\$139,315	\$424,938
Original Fee Calculation:	\$285,623	=	\$30,880 + \$233,130	+	\$7,046 + \$14,567				
Addition to Fee Calculation:					\$7,046 - \$14,567	+	\$39,073 + \$107,763	= \$139,315	
Modified Fee Calculation:	\$285,623				+			\$139,315	= \$424,938

Work related to point of connection, alignment, railroad crossing, and additional piping changes is reflected in Tasks A, B, C, and E. Out-of-scope work in Task A is related to careful monitoring of scope, schedule, and budget moving forward and evaluation of this scope change.

The tasks containing additional work are described in detail in the proposed contract modification documents.

TASK ORDER NO. 319.05.300
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: Vineyard City

Effective Date of Agreement: October 31, 2017

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

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

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

2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 319.05.300-A.
3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on a time and materials basis with a Not-to-Exceed amount of \$323,623.00 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 319.05.300-B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. SERVICES associated with this TASK ORDER will be completed within by the end of June 2021 for Design, then 5-month bidding and construction period following written authorization from the CLIENT to HAL to proceed.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

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

CLIENT: VINEYARD CITY

By: [Signature]

Its: CITY MANAGER

Attest: [Signature]

Its: Deputy Recorder

HANSEN, ALLEN & LUCE, INC.

By: [Signature]

Its: President

Attest: [Signature]

Its: Vice President

SCOPE OF SERVICES

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

PROJECT UNDERSTANDING

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

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

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

SCOPE OF WORK

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

ESTIMATED FEE

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

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

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



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

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

PROJECT NAME: Vineyard City Phase 1 Water Transmission Pipeline

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

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

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

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/20/2020; or**

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

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

PART 1 - PROJECT UNDERSTANDING

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

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

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

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

A. Task A: Project Management and Progress Meetings

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

B. Task B: Evaluation of Alignments and Preliminary Engineering

For this task, J-U-B will:

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

Assumptions:

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

Deliverables:

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

C. Task C: Final Design and Complete Bidding Documents

For this task, J-U-B will:

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

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

Assumptions:

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

Deliverables:

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

D. Task D: Bidding Support Services

For this task, J-U-B will:

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

Assumptions:

1. Bidding will be a traditional open bidding process.

Deliverables:

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

E. Task E: Construction Administration Services

For this task, J-U-B will:

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

Assumptions:

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

Deliverables:

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

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Topographic and monument survey of proposed water storage tank site
 2. Design of proposed new water storage tank and appurtenant facilities.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Additional construction administration services.
 2. Additional optimization and analysis of alignment.
 3. Hydraulic transient analysis and mitigation through design alternatives.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control, including impacts from the COVID-19 pandemic and related business restrictions.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

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

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

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

Exhibit(s):

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

For internal J-U-B use only:

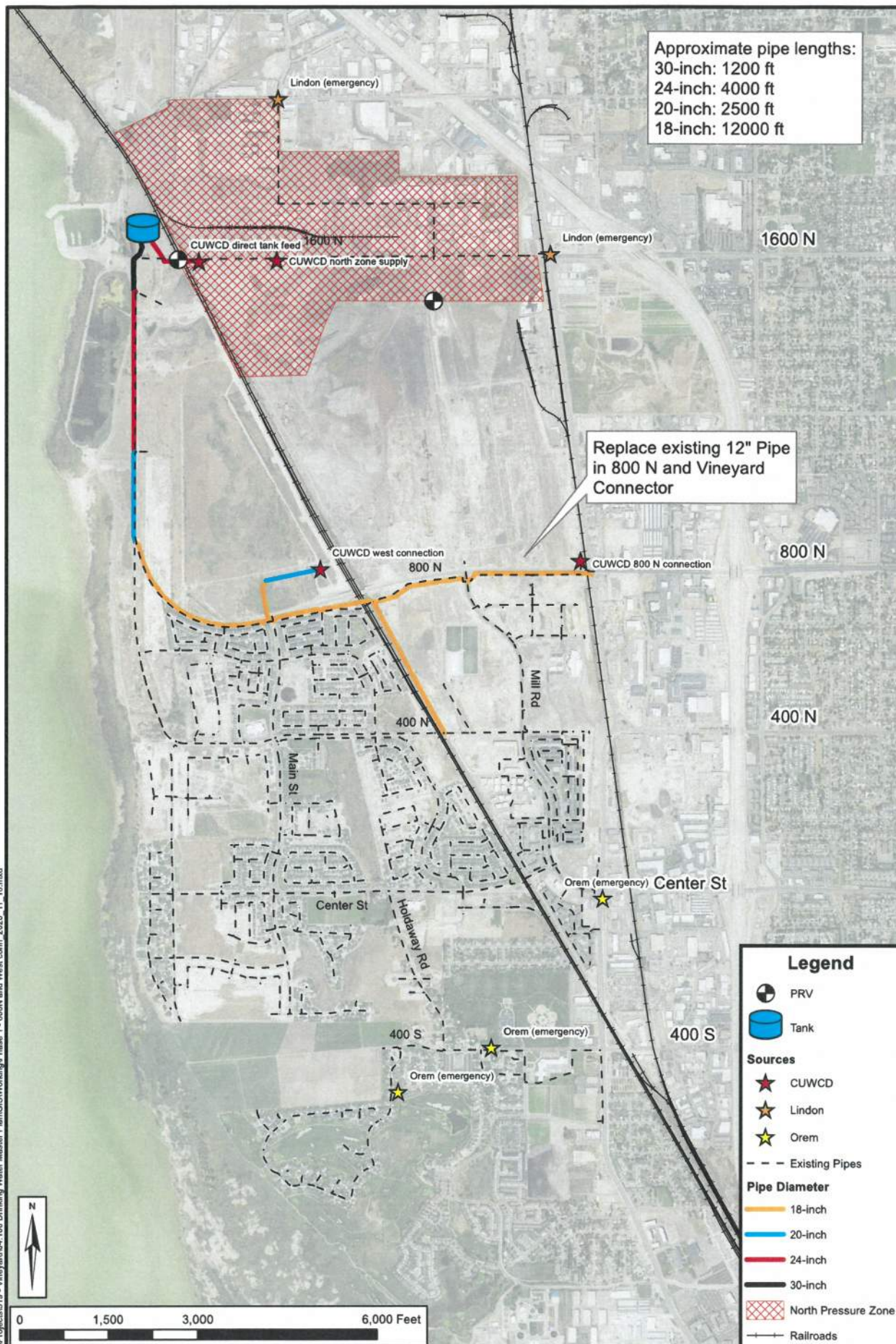
PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

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



Date: 11/16/2020
 Document Path: H:\Projects\319 - Vineyard\04 - 100 Drinking Water Master Plan\GIS\WorkingPhase 1 - 800N and West conn. 2020 11 16.mxd

Exhibit 1-B

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

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

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

**Hegerhorst
Power
Engineering, Inc.**

708 East 50 South
American Fork, Utah 84003

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

November 19, 2020

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

Subject: Electrical Engineering Proposal
RE: Vineyard City Metering Stations

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

BASIS:

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

ASSUMPTIONS:

This proposal is also based on the following assumptions:

Technical Assumptions:

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

Administrative Assumptions:

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

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

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

so our edited files will match your specifications.

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

SCOPE OF WORK:

ADMINISTRATIVE ACTIVITIES

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

ELECTRICAL/INSTRUMENTATION DESIGN ACTIVITIES

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

DELIVERABLES

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

SERVICES DURING CONSTRUCTION

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

HPE has included time for the following construction tasks:

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

EXCLUDED WORK

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

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

FEE SCHEDULE

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

Design:

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

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

Construction Services:

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

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

Construction Services are anticipated to be hourly.

INSURANCE

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

OUT OF SCOPE BILLING RATES

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

EFFECTIVE DATE

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

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

Sincerely,

HEGERHORST POWER ENGINEERING, INC.



Keith B. Hegerhorst, P.E.
President

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

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

Hourly Labor Rates

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

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

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

[illegible]



November 19th, 2020

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

**RE: Vineyard Water Main
Vacuum Excavation Services**

Dear Mr. Johnson:

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

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

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

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

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

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

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

Sincerely,
Utility Mapping Services, Inc.

A handwritten signature in black ink, appearing to read 'Cameron Greer', written in a cursive style.

Cameron Greer, E.I.
Utah Project Manager

Attachment: Cost estimate

Utility Mapping Services, Inc.

Cost Proposal for Utility Vacuum Excavations

Project Name: Vineyard Water Main

Ums Project No: 11633.1

Date: November 19, 2020

Owner: Vineyard City

Contact: Delmas W. Johnson, P.E.

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

Phone: 801.226.0393

Email: dwjohnson@jub.com



Utility Mapping Services, Inc.

2724 South 3600 West, Unit K

West Valley City, UT 84119

801.972.5090

www.umsi.us

email: cgreer@umsi.us

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

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

Total Labor and Overhead 165.19% 15959.90

Fixed Fee 12.00% 1915.19

FCCM 1.66% 98.90

Labor Costs 17975.00

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

Ums Services 18861.50

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

Vendor Services, Permits, Traffic Control 37800.00

Vacuum Excavation Total \$56,661.50

*Traffic control, vac truck and permit costs are approximate: actual costs will be invoiced.
THIS ESTIMATE IS VALID FOR 60 DAYS FROM THE DATE POSTED AT THE TOP OF THIS PROPOSAL

STANDARD FEE SCHEDULE 2020

PERSONNEL CHARGES

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

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

DIRECT CHARGES

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

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

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

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

Mr. Chris Wilson, P.E.
Assistant Public Works Director
City of Vineyard
125 S Main Street
Vineyard, Utah 84059

July 27, 2021

RE: Vineyard City Pipelines and Meter Station Designs
Budget Amendment No. 1 - Additional Services

This document serves as Amendment 1 to Task Order 319.05.300 to Engineering Services Agreement (the Agreement) for the Vineyard City Pipelines and Meter Station Designs, dated the 23rd day of November, 2020.

As we have discussed in several meetings with you, JUB Engineers has performed significant additional services related to the above referenced project. We have also expanded their services to include additional pipelines such as an additional pipeline in Mill Road from 400 North to Center Street and a pipeline in 400 North from the Railroad to Mill Road. We have deleted from their contract the meter stations(they will be designed by Central Utah Water Conservancy District) and the pipeline in 800 North from Mill Road to Geneva Road after having already performed significant work on this pipeline segment. This pipeline segment was deleted after CUWCD indicated that they would prefer that we make our connection to their system in 400 North instead of upsizing the existing connection in 800 North at Geneva Road. Attached please find Attachment 1 from JUB which provides documentation regarding the modifications to their work and accompanying costs.

We propose a professional “not to exceed” engineering budget amendment of \$144,601 for the extra work. The following table summarizes the estimated engineering fee required to accomplish this extra work.

ITEM	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
1	JUB Additional Costs (See Attachment 1)	\$139,315.00
2	HAL 2% MARKUP [*]	\$2,786.00
3	Additional HAL Coordination Time Associated With These Modifications	\$2,500.00
	Total Amendment No. 1 Fee	\$144,601.00

- Note: HAL’s normal markup on subconsultants is 10%. However, we are only adding 2% to this contract to cover costs associated with Professional Liability Insurance which is based upon our gross billings, including any subconsultant revenues.

Mr. Chris Wilson
July 27, 2021
Page 2

Total Contract Price prior to this Amendment =	\$323,623
Amendment No. 1 Request =	\$144,601
Total Contract Price with Amendment =	\$468,224

Accepted by:

CLIENT:

By: Chris Wilson

Its: Assistant Public Works Director

HANSEN, ALLEN & LUCE, INC.

By:

Its: Principal

Mr. Chris Wilson, P.E.
Public Works Director
City of Vineyard
125 S Main Street
Vineyard, Utah 84059

December 2, 2021

RE: Vineyard City Pipelines and Meter Station Designs
Budget Amendment No. 2 - Additional Services

Dear Mr. Wilson:

This document serves as Amendment 2 to Task Order 319.05.300 to Engineering Services Agreement (the Agreement) for the Vineyard City Pipelines and Meter Station Designs, dated the 23rd day of November, 2020.

Due to recent modifications made by Central Utah Water Conservancy District to their proposed system plans, they have indicated that they would like us to relocate our connections to their system to their 800 North meter station and to a revised meter station location along 1600 North (approximately 1400 feet east of the previous proposed connection). These proposed modifications have resulted in increased design requirements for the pipelines. The additional locations of water line design include extending a 24" pipe along Vineyard Connector (800 North) from Mill Road to the existing Central Utah Water Conservancy District Connection Meter Station adjacent to Geneva Road, and extending the 24" tank supply pipe in the alignment of the future 1600 North from the entrance of the CUWCD property to a connection point near the east end of the CUWCD property. The change also includes elimination of the railroad crossing at 400 North.

Due to current volatility in the availability and cost of PVC pipe, Vineyard City has requested that J-U-B bid PVC and ductile iron pipe as alternates. Due to the corrosive nature of the soil, this requires that J-U-B design a cathodic protection system against corrosion of the ductile iron pipes. Thus, included in this Budget Amendment No. 2 is corrosion control design for ductile iron pipe, which is to be included in the ductile iron pipe bidding alternate.

Attached please find Attachment 1 from JUB which provides documentation regarding the modifications to their work and accompanying costs.

We propose a professional "not to exceed" engineering budget amendment of \$55,643 for the extra work. The following table summarizes the estimated engineering fee required to accomplish this extra work.

ITEM	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
1	JUB Additional Costs (See Attachment 1)	\$54,552.00
2	HAL 2% MARKUP [*]	\$1,091.00
	Total Amendment No. 2 Fee	\$55,643.00

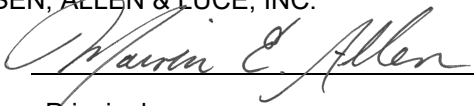
- Note: HAL's normal markup on subconsultants is 10%. However, we are only adding 2% to this contract to cover costs associated with Professional Liability Insurance which is based upon our gross billings, including any subconsultant revenues.

Total Contract Price prior to this Amendment = \$468,224.00
Amendment No. 2 Request = \$ 55,643.00
Total Contract Price with Amendment = \$523,867.00

Accepted by:

CLIENT: 
By: Chris Wilson
Its: Public Works Director

HANSEN, ALLEN & LUCE, INC.

By: 
Its: Principal



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

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

PROJECT NAME: Vineyard City Phase 1 Water Transmission Pipeline

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

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

CLIENT PROJECT NUMBER: Modification to HAL task order no. 319.50.300

ATTACHMENT TO: AGREEMENT DATED: 11/20/2020

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

PART 1 - PROJECT UNDERSTANDING

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

The changes covered by this modification relate to corrosion protection and water line design in additional locations.

Due to current volatility in the availability and cost of PVC pipe, Vineyard City has requested that J-U-B bid PVC and ductile iron pipe as alternates. Due to the corrosive nature of the soil, this requires that J-U-B design a cathodic protection system against corrosion of the ductile iron pipes.

The additional locations of water line design include extending a 24" pipe along Vineyard Connector from Mill Road to the Central Utah Water Conservancy District Connection Point and extending the 24" pipe in the alignment of the future 1600 North from the entrance of the CUWCD property to a connection point near the east end of the CUWCD property. The change also includes elimination of the railroad crossing at 400 North.

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

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

A. Task A (aka Task 100): Project Management

J-U-B anticipates spending time on the following additional subtask:

Subtask 9. Additional Work: Project management related to additional work described in this contract modification:

- a. Scoping, arranging for, and scheduling additional activities
- b. Plan and schedule additional quality control and quality assurance activities
- c. Include additional team members and coordination of additional work
- d. Monitor progress of additional work

B. Task B (aka Task 200): Preliminary Engineering, Permitting, 60% Design

Subtask 20. Additional Work: Preliminary design work related to extension of water lines in 1600 North and Vineyard Connector.

- a. Add 1600 North roadway and utilities design provided by others to the CAD basemap.
- b. Identify possible horizontal alignments of the water line in the future 1600 North; review potential conflicts with Vineyard City
- c. Establish preliminary horizontal and vertical alignment of 1600 North water line
- d. Restore the Vineyard Connector pipeline alignment that was identified earlier in the project; identify potential conflicts and propose means to address them
- e. Perform quality control reviews of the preliminary design and review the 60% design of the water lines in 1600 North and Vineyard Connector with the City and HAL.

C. Task C (aka Task 300): Final Design and Complete Bidding Documents

J-U-B will perform the following additional tasks:

Subtask 14. Remove Subtask: Final design of 400 North railroad crossing, including design, plan preparation, and submitting agency packages.

Subtask 16. Additional Work: Preliminary testing for cathodic protection system design

- a. Review available background information, including geotechnical boring logs and land surveying reports
- b. Perform site visit to:
 - i. Collect deep well soil resistivity data by the Wenner Four Electrode method (ASTM G57) at pin spacing necessary for estimated deep well depth.
 - ii. Identify foreign rectifiers and other sources of possible stray current
- c. Includes travel expenses and equipment for testing (multimeter, grounding pins, current interrupter, 2000 LF of 18ga test wire with reel)

Subtask 17. Additional Work: Cathodic protection system design

- a. Provide a technical specification, mark-up plan and profile sheets, and provide cathodic protection system design details for both ductile iron and PVC pipe designs.
- b. Review and respond to review comments, incorporate comments and changes into plans.
- c. Prepare opinion of probable construction cost

Subtask 18. Additional Work: Final design phase work related to extension of water lines in 1600 North and Vineyard Connector

- a. Incorporate comments from 60% review with City and HAL
- b. Prepare final design plan and profile drawings
- c. Include additional areas in 90% design documents and perform quality control reviews
- d. Address final comments and finalize bidding documents
- e. Include additional areas in quantity takeoff

D. Task D (aka Task 400): Bidding Support Services

J-U-B anticipates spending additional time on the following subtask as a result of the additional work:

Subtask 2. Respond to bidders questions and submit addenda as necessary – address questions related to the cathodic protection system and differences in system design depending on the pipe material type

- a. Assumption: we will not need to issue a separate addendum related to cathodic protection.

E. Task E (aka Task 500): Construction Phase Services

J-U-B will perform the following additional tasks:

Subtask 12. Additional Work: Pre-commissioning corrosion protection testing

- a. Test and record pipe-to-soil potentials at every test station

- Subtask 13. Additional Work: Final testing and commissioning of cathodic protection system
- a. Test and record pipe to soil potentials after pipeline has been allowed to polarize for a minimum of 2 weeks.
 - b. Confirm ductile iron pipeline continuity.
 - c. Work with Contractor to adjust rectifier output after testing potentials.
 - d. Includes travel expenses

Subtask 14. Additional Work: Construction engineering work related to additional volume of construction related to extension of water lines in 1600 North and Vineyard Connector. The change in piping adds about 3,300 linear feet of pipe to the 18,500 previously in the project; it also removes one railroad crossing. The additional length is an increase of between 15% and 20%. We estimate an increase of about 15% in construction engineering.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Provide access to land as needed through Vineyard City
 2. Review and comment on cathodic protection system design (CLIENT and Vineyard City)
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
- 1.
 - 2.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Service:** If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the additional fees for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
A (100)	Project Management	Time and Materials (Estimated Amount Shown)	\$3,802	Concurrent with work progress
B (200)	Preliminary Engineering, Permitting, 60% Design	Time and Materials (Estimated Amount Shown)	\$6,917	Concurrent with work progress
C (300)	Final Design and Complete Bidding Documents	Time and Materials (Estimated Amount Shown)	\$29,514	Concurrent with work progress
D (400)	Bidding Support Services	Time and Materials (Estimated Amount Shown)	\$592	Concurrent with work progress
E (500)	Construction Phase Services	Time and Materials (Estimated Amount Shown)	\$13,726	Concurrent with work progress
Total:			\$54,552	

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

E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-A.

F. Exhibit 1-B contains the modified anticipated schedule for the remainder of the project, including the services identified in PART 2.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure
- Exhibit 1-B: Anticipated Schedule

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

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



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Exhibit 1-A

Vineyard Phase 1 Water Transmission Pipeline - Contract Modification 2

Work Breakdown Structure

Last Updated 11/04/2021

Description	Electrical Engineer	Direct Expenses	Total	Total
	(\$)	(\$)	(hrs)	(\$)
Vineyard Phase 1 Water Transmission Pipeline	(\$2,913)	\$6,366	336	\$54,552
Task 100 - Project Management and Progress Meetings			20	\$3,802
009 - Additional Work: Project management time related to contract modification 2			20	\$3,802
Task 200 - Preliminary Engineering, Permitting, 60% Design				\$6,917
020 - Additional Work: Preliminary design work related to extension of water lines in 1600 North and Vineyard Connector.			48	\$6,917
Task 300 - Final Design and Complete Bidding Documents		\$5,846	28	\$29,514
014 - Remove Subtask: Final design of 400 North railroad crossing, including design, plan preparation, and submitting agency packages			-19	(\$2,431)
016 - Additional Work: Preliminary testing for cathodic protection system design		\$5,846	26	\$9,694
017 - Additional Work: Cathodic protection system design			21	\$3,108
018 - Additional Work: Final design phase work related to extension of water lines in 1600 North and Vineyard Connector			135	\$19,143
Task 400 - Bidding Support Services			4	\$592
002 - Additional Time: Respond to questions and issue addenda as necessary			4	\$592
Task 500 - Construction Administration Services	(\$2,913)	\$520	101	\$13,726
012 - Additional Work: Pre-commissioning corrosion protection testing			5	\$525
013 - Additional Work: Final testing and commissioning of cathodic protection system		\$520	26	\$4,110
014 - Additional Work: Construction engineering work related to extension of water lines in 1600 North and Vineyard Connector.	(\$2,913)*		70	\$9,091

* Time in the original agreement for electrical engineering work during the construction phase that is no longer needed



J-U-B ENGINEERS, Inc.
AMENDMENT 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

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

PROJECT NAME: Vineyard City Phase 1 Water Transmission Pipeline

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

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

CLIENT PROJECT NUMBER: modification to HAL task order no. 319.50.300

ATTACHMENT TO:

☒ **AGREEMENT DATED: 11/20/2020; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

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

PART 1 - PROJECT UNDERSTANDING

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

Changes in the project since work began in early 2021 have occurred necessitating changes to the project scope, schedule, and budget. These include the following:

1. Multiple alternate alignments were considered in varying degrees of detail, including survey and cost estimating.
2. Multiple changes were considered to points of connection to the CUWCD lines.
3. Evaluated the cost of a change in pipe material from PVC to DI for larger diameter pipes (including corrosion protection).
4. The schedule was extended due to additional time required for prepare for construction of the water tank related to this project, additional scope of work, and the completion of Vineyard's coordination with property owners.

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

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

C. Task A: Project Management

Subtask 7. Additional Work: Coordination and contract modifications related to consideration of changed alignments, points of connection to CUWCD, corrosion protection, and the Mill Road waterline

Subtask 8. Additional Work: Project management time due to the extended duration of the project and monitoring status

D. Task B: Preliminary Engineering, Permitting, 60% Design

Subtask 16. Additional Work: Explore alternate alignments, connection points, pipe material (see the graphic with the heading, "Example of Different Alignments" in Exhibit 1-B for examples). Work includes the following:

- a. Alternate connection to the existing CUWCD source line to feed the tank was considered. The new location is on the west side of the railroad tracks, much farther south than the

original location, and includes about 2000 more linear feet of pipe design along a different alignment.

- b. Multiple alternate alignments were considered on the north and south side of the Vineyard Connector.
- c. Multiple locations of crossing the railroad tracks at 800 North were considered.
- d. Different alignments associated with the changes in points of connection on 800 North and 400 North were/will be evaluated.
- e. A different location of the point of connection to serve the tank is being considered, resulting in additional waterline alignment evaluations.
- f. Points of connection on 800 North were eliminated
- g. Point of connection at 400 North was added, as well as another railroad crossing at 400 North to access it, and pipe along 400 North from the railroad crossing to Mill Road.
- h. Evaluate the cost of a change in pipe material from PVC to DI for larger diameter pipes.
- i. Preliminary design to negotiate new 48" storm drain and 15" sewer crossing conflicts associated with the Downtown Vineyard Phase 1 Offsite Utilities Project near the south end of the Vineyard Connector.

Subtask 17. Additional Work: Right-of-way and easements research, topographic survey related to alternate alignments and connection points.

Subtask 18. Additional Work: Preliminary design phase work related to 400 North railroad crossing, including topographic survey and coordination with permittees.

Subtask 19. Additional Work: Preliminary design phase work related to new 12" waterline in Mill Road from 400 North to Center Street

- a. Utility mapping research
- b. Topographic survey
- c. Prepare preliminary plan and profile sheets
- d. Map corridor utilities and identify conflicts
- e. Subsurface utility investigation of up to four locations completed by Utility Mapping Services.
- f. Evaluate phasing constraints and plan construction sequencing necessary to keep water in service as required
- g. Complete 60% level design drawings
- h. Prepare preliminary opinion of probable cost

E. Task C: Final Design and Complete Bidding Documents

Subtask 13. Remove Subtask: Remove from the scope of work to complete the design of three metered connections to CUWCD, since they design their own metering vaults.

Subtask 14. Additional Work: Final design of 400 North railroad crossing, including design, plan preparation, and submitting agency packages.

Subtask 15. Additional Work: Final design phase work related to new 12" waterline in Mill Road from 400 North to Center Street.

- a. Incorporate comments from 60% review with City
- b. Prepare final design plan and profile drawings
- c. Additions to technical specifications and bidding documents for 12" waterline
- d. Prepare details and required construction sequencing for Mill Road waterline
- e. Prepare 90% design documents and submit to City for review
- f. Address final comments and finalize bidding documents
- g. Prepare engineer's estimate for 12" waterline

The alignment of pipe along 800 North was shortened to only extend from the railroad tracks to Mill Road, but the alignment along 400 North was added from the railroad tracks to Mill Road.

The net effect on final design is negligible.

F. Task E: Construction Engineering Support

Subtask 11. Additional Work: Construction engineering work related to new 12" waterline in Mill Road from 400 North to Center Street. The net effect of the addition of pipe design in 400 North and Mill Road and the removal of 800 North from Mill Road to Geneva Road is about a

10% increase in total length of pipe on the project. We estimate a similar increase in the construction engineering hours required.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- C. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. N/A
- D. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. As the level of effort related to evaluation of an unknown number of alignment evaluations cannot be determined, future changes in scope may be required.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the **additional** fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
A	Project Management, additional work tasks	Time and Materials (Estimated Amount Shown)	\$20,838	Concurrent with work progress
B	Preliminary Engineering, Permitting, and 60% Design, additional work tasks	Time and Materials (Estimated Amount Shown)	\$101,786	Add 5 months to the schedule: Draft for CLIENT review 9 months after executed contract, notice to proceed, and receipt of all required data
C	Final Design and Complete Bidding Documents, Additional work tasks	Time and Materials (Estimated Amount Shown)	9,326	Add 5 months to the schedule: Draft for CLIENT review 11-13 months after executed contract, notice to proceed, and receipt of all required data
E	Construction Administration Services	Time and Materials (Estimated Amount Shown)	7,365	Concurrent with work progress
Total:			\$139,315	

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

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

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure (Revised June 14, 2021)
- Exhibit 1-B: Description of Scope, Fee and Schedule Changes

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

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



THE
LANGDON
GROUP
a JUB Company



GATEWAY
MAPPING
INC.
a JUB Company

OTHER J-U-B COMPANIES

Vineyard Phase 1 Water Transmission Pipeline

Work Breakdown Structure

Last Updated 07/26/2021

Description	Total	Total
	(hrs)	(\$)
Vineyard Phase 1 Water Transmission Pipeline	980	\$139,315
Task A - Project Management and Progress Meetings	118	\$20,838
007 - Additional: Coordination and contract modifications associated with scope changes	44	\$8,272
008 - Additional: Project management time related to extended schedule and monitoring status	74	\$12,566
Task B - Preliminary Engineering, Permitting, and 60% Design	678	\$101,787
016 - Additional: Explore alternate alignments, connection points, pipe material	404	\$56,909
017 - Additional: Right-of-way and easements research, topographic survey related to alternate alignments and connection points	150	\$19,490
018 - Additional Work: Preliminary design phase work related to 400 North railroad crossing	24	\$3,848
019 - Additional: Preliminary design phase work related to Mill Road waterline (400 N to Center)	100	\$21,540
Task C - Final Design and Complete Bidding Documents	141	\$9,326
003 - Remove Subtask: Complete design of (3) metered connections to CUWCD	-44	(\$14,567)
014 - Additional Work: 400 North railroad crossing	19	\$2,431
015 - Additional Work: Final design phase work related to Mill Road waterline (400 N to Center)	166	\$21,461
Task E - Construction Administration Services	43	\$7,365
011 - Additional Work: Construction engineering work related to Mill Road waterline (400 N to Center)	43	\$7,365

Vineyard City Phase 1 Water Transmission Pipeline

Description of Scope, Fee, and Schedule Changes

July 26, 2021

Original Agreement

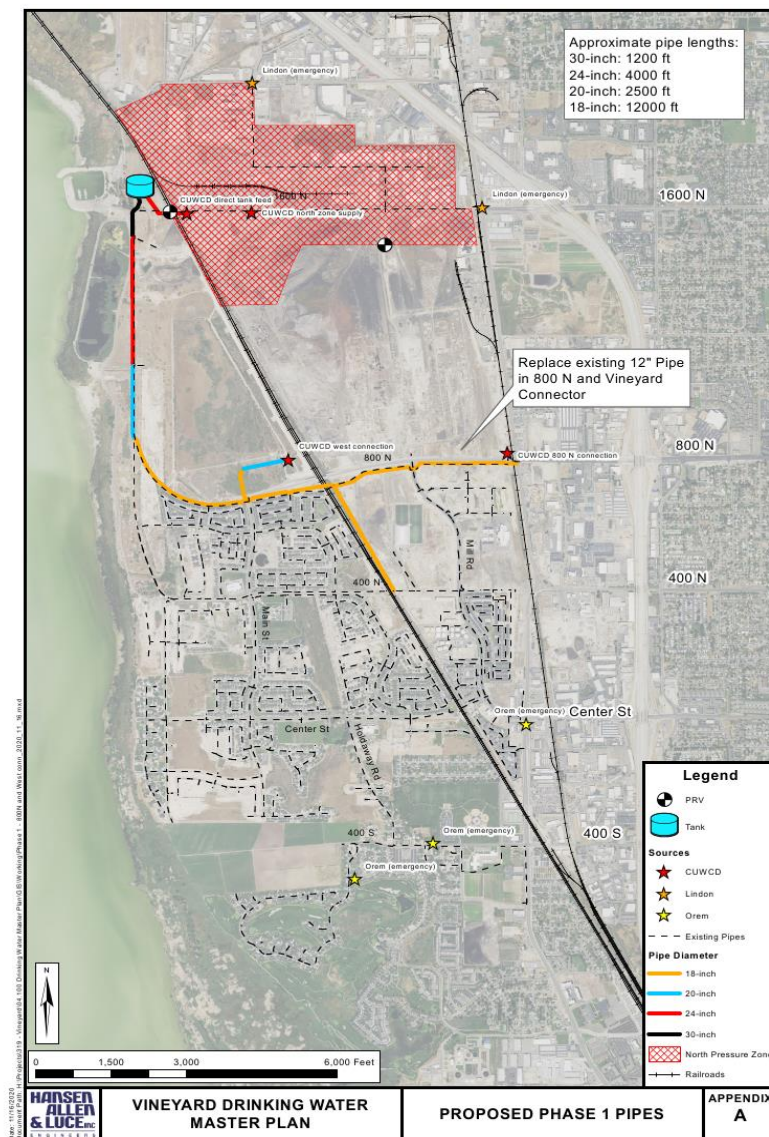
The J-U-B scope of services is based on the following project understanding, as noted in the J-U-B agreement:

“The proposed pipeline is planned to be of various pipe diameters as shown on Exhibit 1-A. The preferred alignment has already been agreed upon and J-U-B’s tasks, assumptions and deliverables are listed below.”

Exhibit 1-A shows the preferred alignment of the pipelines that was to be the subject of design. The alignments include the pipe from a source to the tank, the pipe from the tank to a point of connection to the CUWCD pipeline at 800 North Geneva Road, the pipe to a point of connection near the railroad tracks, and the pipe parallel to the railroad tracks from 800 North to 400 North. These pipeline alignments and points of connection were the basis of the design.

The second task of work (Preliminary Engineering, Permitting and 60% Design) includes evaluation of existing utilities, reviewing geotechnical data, conducting topographic survey, locating utilities, mapping, identifying utility conflicts and potential utility relocations, subsurface utility investigation, and preparing preliminary design drawings along the preferred alignment of the pipelines in Exhibit 1-A.

Exhibit 1-A from Original Agreement



Work Requested

As we got started on the project, Vineyard asked J-U-B to look into multiple pipeline alignments that differed from what was scoped. The graphic below is a compilation of different alignments provided to our surveyors for the purpose of describing where we needed topographic survey. With the different alignments and points of connection to the CUWCD pipelines there was considerable related survey work, right-of-way and easement research, mapping and preliminary engineering, meetings, and discussions regarding the evaluation of these alignments.

Example of Different Alignments



The data in the graphic above was prepared in February 2021. We have been asked to identify more alignment and point of connection alternatives since then. The alignments and points of connection are still not finalized. We are now in the process of preparing documents for the City to review proposed alignments with property owners.

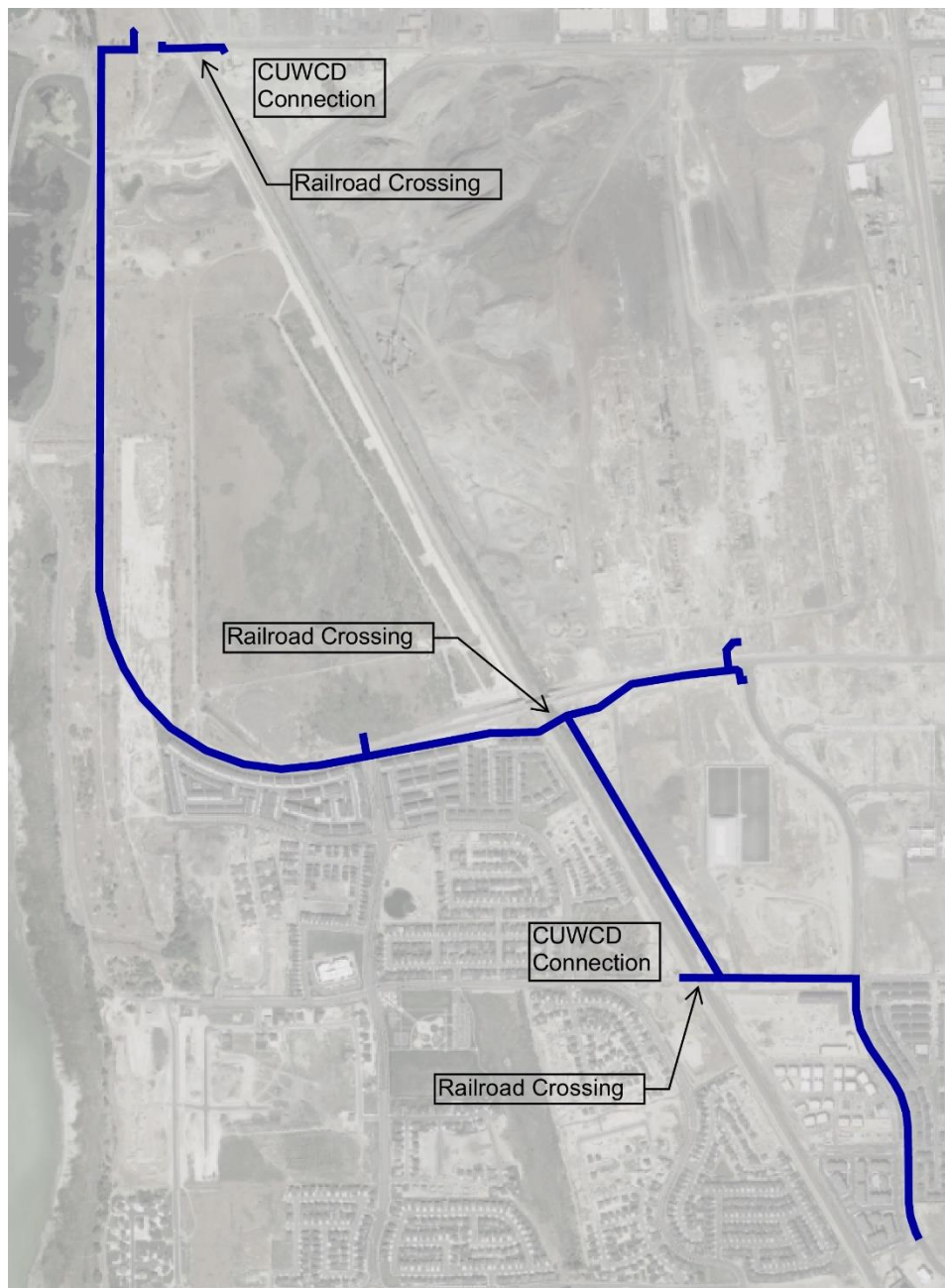
The need to design the meter vaults was eliminated, since CUWCD designs their own vaults; this eliminates one subtask from our scope.

In addition to alignments and points of connection, we have also been asked to evaluate the cost of using ductile iron pipe (rather than PVC pipe) for pipes larger than 20" in diameter and the cost of corrosion protection of ductile iron pipes.

Other changes include one additional railroad crossing at 400 North in order to access the existing CUWCD station on the west side of the tracks, a new 12" pipe in Mill Road from 400 North to Center Street, and the need to design around a pending 15" sewer and 48" storm drain crossing at the bend in the Vineyard Connector.

The alignment, CUWCD connection points, and railroad crossings as planned are shown below.

Currently Planned Alignment, CUWCD Connection Points, and Railroad Crossings



As evidenced by the need to modify the contract at this stage to account for the out-of-scope work, our diligence in holding to the scope yielded to a desire to meet the needs of Vineyard. We recognize that it is better for everybody in the long run if we align the work we agree to perform with the contract much more closely. Included in this adjustment to our scope of work is time to monitor our work much more closely regarding the agreed-upon scope, schedule, and budget.

The original schedule was from preliminary design to be performed in four months, from January to May 2021. Much work has been performed related to the different alignments and points of connection, but most of the preliminary design work has not yet been accomplished, as we are still working on finalizing alignments and points of connection. We therefore expect that it will still be several months before the preliminary design work will be done. We are estimating that it will take until at least September to complete the work, assuming the alignments and points of connection are finalized within the next few weeks.

The extension of preliminary design schedule from the original four to six months to nine to 11 months adds to the cost of managing the project.

A review of completed work related to the alternate alignment evaluations identified the magnitude of both the completed work to date and provided a basis of assumptions for work yet to be completed. A tabulation of these figures is shown below.

Vineyard Phase 1 Water Transmission Pipeline Fee									
Updated 7/26/2021									
Task	Original Fee	In-Scope Work				Out-of-Scope Work			
		Money Spent on Work Already Performed That Will Not Have To Be Repeated	Work Not Yet Performed	Money Spent on Work Already Performed That Will Have To Be Repeated	Work Removed from Scope	Already Performed	Not Yet Performed	Addition to Fee	Modified Fee
Task A: Project Management	\$9,896	\$3,517	\$6,379			\$1,544	\$19,294	\$20,838	\$30,734
Task B: Preliminary Engineering, Permitting, 60% Design	\$120,690	\$27,363	\$86,281	\$7,046		\$37,529	\$57,212	\$101,787	\$222,477
Task C: Final Design and Complete Bidding Documents	\$70,293		\$55,726		\$14,567		\$23,892	\$9,325	\$79,618
Task D : Bidding Support Services	\$6,308		\$6,308						\$6,308
Task E Construction Administration Services	\$75,836		\$75,836				\$7,365	\$7,365	\$83,201
Expenses	\$2,600		\$2,600						\$2,600
TOTAL:	\$285,623	\$30,880	\$233,130	\$7,046	\$14,567	\$39,073	\$107,763	\$139,315	\$424,938
Original Fee Calculation:	\$285,623	=	\$30,880 + \$233,130	+	\$7,046 + \$14,567				
Addition to Fee Calculation:					\$7,046 - \$14,567	+	\$39,073 + \$107,763	= \$139,315	
Modified Fee Calculation:	\$285,623				+			\$139,315	= \$424,938

Work related to point of connection, alignment, railroad crossing, and additional piping changes is reflected in Tasks A, B, C, and E. Out-of-scope work in Task A is related to careful monitoring of scope, schedule, and budget moving forward and evaluation of this scope change.

The tasks containing additional work are described in detail in the proposed contract modification documents.

HAL PROPOSAL SPREADSHEET

DRAFT

CLIENT: Vineyard City
PROJECT: Master Plan, Fire, and Operations Assistance

Pha	Task #	Task Activity	Billing Period	Hours						Total Hours	Labor Costs	Expense Cost	Total HAL Cost	COMMENT	
				Manag Prof III MEA	Manag Prof II SCJ	Prof II	Prof I RJG	Surveying	Field Tech/CAD						
I Complete Master Plan															
	100	Overbudget as of June 12, 2022	1	11.0			15.4			26.4	\$4,220.90	158.40	\$4,379.30	Add Water Impact Fee determination, up to \$20,000	
	101	Update and package models	1				8.8			8.8	\$1,096.22	52.80	\$1,149.02		
	102	Update report	1	2.2			8.8			11	\$1,556.72	66.00	\$1,622.72		
	103	Address City comments and send new draft	1	1.1			4.4			5.5	\$778.36	33.00	\$811.36		
	104	Present master plan to Council	1	3.3			6.6			9.9	\$1,512.92	59.40	\$1,572.32		
	105	Produce and send final report	1				2.2			2.2	\$274.05	48.95	\$323.00		
	106	Document and close out	1				4.4			4.4	\$548.11	26.40	\$574.51		
	199	Quality Control (QC) / Quality Assurance (QA)	1							0	\$0.00	0.00	\$0.00		
	SUBTOTAL HOURS/UNITS:			17.6	0	0	50.6	0	0	68.2					
	SUBTOTAL:			\$3,684.03	\$0.00	\$0.00	\$6,303.24	\$0.00	\$0.00		\$9,987.27	\$444.95	\$10,432.22	Outside / Subconsultant Costs	
II Fire Flow Modeling and Assistance for Existing Buildings															
	200	Meetings and coordination - assume 2 in person	2	8.8			8.8			17.6	\$3,173.29	185.55	\$3,358.84	Assumes modeling and reporting for all 120 buildings at the same time.	
	201	Model 120 sites and determine whether they do or do not meet the requested fire flow rate/pressure	2	2.2			33.0			35.2	\$4,937.02	228.10	\$5,165.12		
	202	Create maps summarizing results	2	1.1			8.8			9.9	\$1,432.59	64.15	\$1,496.74		
	203	Write a memo with tables describing sites that don't meet flows and state what is available	2	2.2			8.8			11	\$1,681.26	71.28	\$1,752.54		
	299	Quality Control (QC) / Quality Assurance (QA)	1							0	\$0.00	0.00	\$0.00		
	SUBTOTAL HOURS/UNITS:			14.3	0	0	59.4	0	0	73.7					
	SUBTOTAL:			\$2,993.28	\$0.00	\$0.00	\$7,399.46	\$0.00	\$0.00		\$11,224.15	\$549.08	\$11,773.23	Outside / Subconsultant Costs	
III System Operations Assistance															
	300	Initial operations meeting to discuss future system	2	4.4	4.4		4.4			13.2	\$2,487.15	121.29	\$2,608.44		
	301	Update and send draft operations plan	2	1.1			2.2			3.3	\$544.65	21.38	\$566.03		
	302	Meet with City to discuss prior to system being commissioned	2	4.4	4.4		4.4			13.2	\$2,487.15	121.29	\$2,608.44		
	303	Answer questions and provide operational training when the system is being commissioned	2	8.8			8.8			17.6	\$3,173.29	114.05	\$3,287.34		
	399	Quality Control (QC) / Quality Assurance (QA)	1							0	\$0.00	0.00	\$0.00		
	SUBTOTAL HOURS/UNITS:			18.7	8.8	0	19.8	0	0	47.3					
	SUBTOTAL:			\$3,914.28	\$1,667.60	\$0.00	\$2,466.49	\$0.00	\$0.00		\$8,692.24	\$378.00	\$9,070.24	Outside / Subconsultant Costs	

Pha	Task #	Task Activity	Billing Period	Hours					Total Hours	Labor Costs	Expense Cost	Total HAL Cost	COMMENT	
				Manag Prof III	Manag Prof II	Prof II	Prof I	Surveying						
				MEA	SCJ		RJG							

IV Miscellaneous Modeling Tasks

400	Respond to requests from City Personnel to perform miscellaneous modeling tasks.	2	8.8				66.0		74.8	\$10,868.73	627.70	\$11,496.43	
499	Quality Control (QC) / Quality Assurance (QA)	1							0	\$0.00	0.00	\$0.00	
	SUBTOTAL HOURS/UNITS:		8.8	0	0		66	0	74.8				
	SUBTOTAL:		\$1,842.02	\$0.00	\$0.00		\$8,221.62	\$0.00		\$10,868.73	\$627.70	\$11,496.43	Outside / Subconsultant Costs
TOTAL HOURS BY EMPLOYEE:			59.4	8.8	0		195.8	0	0				

PHASE	TASK	Labor	Direct Exp	Subtotal	Subconsultant	SubTotal
		Costs	Cost		Costs	
I	Complete Master Plan	\$9,987.27	\$444.95	\$10,432.22	\$0.00	\$10,432.22
II	Fire Flow Modeling and Assistance for Existing Buildings	\$11,224.15	\$549.08	\$11,773.23	\$0.00	\$11,773.23
III	System Operations Assistance	\$8,692.24	\$378.00	\$9,070.24	\$0.00	\$9,070.24
	TOTAL:	\$40,772.39	\$1,999.73	\$42,772.13	\$0.00	\$42,772.13

Filename: H:\Projects\319 - Vineyard\04.100 Drinking Water Master Plan\ADMIN\Scope and Budget\Budget request May 2022[DRAFT_Vineyard DWMP budget increase estimate May 2022.xlsm]Data Entry - Straight Hours

Mr. Chris Wilson, P.E.
Public Works Director
City of Vineyard
125 S Main Street
Vineyard, Utah 84059

June 21, 2022

RE: Vineyard City Pipelines and Meter Station Designs
Budget Amendment No. 3 - Additional Services

Dear Mr. Wilson:

This document serves as Amendment 3 to Task Order 319.05.300 to Engineering Services Agreement (the Agreement) for the Vineyard City Pipelines and Meter Station Designs, dated the 23rd day of November, 2020.

This budget amendment request includes the following (see Attachment 1 from JUB for a more detailed description of each of these items):

1. Design changes related to the pedestrian bridge and 300 West Connection.
2. Additional easement work.
3. Modifications to the design at and after the 90% design had been completed.
4. Adjustment for wage increases due to additions to project that resulted in extending the project beyond 2021 in which the project was anticipated to be designed.
5. 1600 North design and scope changes and coordination resulting from having a separate contractor perform this work.
6. Additional level of effort during bidding resulting from the various issues listed in the JUB attachment.
7. Separating the 1600 North pipeline construction from the rest of the pipeline work, resulting in duplicated or redundant effort with two different contractors during construction.
8. Additional services during construction for the Phase I pipeline work resulting from allowing additional construction time in the construction contract than was originally assumed by Engineer. This resulted from discussions with bidders who indicated that providing a longer construction time period in today's construction climate would result in lower bids for the project.

Attached please find Attachment 1 from JUB which provides documentation regarding the modifications to their work and accompanying costs.

We propose a professional "not to exceed" engineering budget amendment of \$401,171 for the extra work. The following table summarizes the estimated engineering fee required to accomplish this extra work.

ITEM	TASK DESCRIPTION	ENGINEERING FEE ESTIMATE
1	JUB Additional Costs (See Attachment 1)	\$393,305.00
2	HAL 2% MARKUP [*]	\$7,866.00
	Total Amendment No. 2 Fee	\$401,171.00

- Note: HAL's normal markup on subconsultants is 10%. However, we are only adding 2% to this contract to cover costs associated with Professional Liability Insurance which is based upon our gross billings, including any subconsultant revenues.

Total Contract Price prior to this Amendment = \$523,867.00
Amendment No. 3 Request = \$401,171.00
Total Contract Price with Amendment = \$925,038.00

Accepted by:

CLIENT: _____

HANSEN, ALLEN & LUCE, INC.

By: _____

By: _____

Its: _____

Its: _____



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

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

PROJECT NAME: Vineyard City Phase 1 Water Distribution Pipeline

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

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

CLIENT PROJECT NUMBER: Modification to HAL task order no. 319.50.300

ATTACHMENT TO AGREEMENT DATED: 11/20/2020

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

PART 2 - PROJECT UNDERSTANDING

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

The following changes are included in this modification:

- A. Design changes related to the pedestrian bridge and 300 West connection
- B. Additional easements work
- C. Changes at 90% design
- D. Adjustment for wage increases
- E. 1600 North design and scope changes, coordination
- F. Additional level of effort during bidding
- G. 1600 North construction and post-construction engineering
- H. Phase 1 distribution system construction and post-construction engineering
- I. Deduction of previous construction and post construction engineering amount

Each of these changes is discussed in detail below.

PART 3 - SCOPE OF SERVICES BY J-U-B

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

A. Task 300, Sub Task 019: Design Changes Related to the Pedestrian Bridge and 300 West Connection

- 1. After completion of the 60% design in January 2022, it came to our attention that large pedestrian bridge was planned over Vineyard Connector just east of 300 West. We spent time in January and February redesigning the accommodate the structure. It involved in multiple rounds of evaluating alignments, exchanging files with UDOT's engineer, meetings, and design work before we settled on something that worked for UDOT and the City. It also included designing a 12" water line west from Vineyard Connector south of the future structure to connect to the 300 West line, replacing a planned connection further north, which required an additional plan and profile sheet.

B. Task 300, Sub Task 020: Additional Easements Work

- 1. The scope of work included preparing six easements, as noted in the written scope of work in the original agreement (task C-5). In the end, we prepared legal descriptions and sketches for 24

easements, including permanent easements and temporary construction easements. We anticipate preparing one conveying document for each property owner.

C. Task 300, Sub Task 021: Changes At and After 90% Design

1. The project was scoped as a water transmission line project, primarily along Vineyard Connector. At the 90% design review meeting the City asked us to add fire hydrants all along the Vineyard Connector line, which wasn't in the previous scope. We added approximately 35 fire hydrants to the design and plans.
2. At the 90% design review meeting the City also asked us to design connections from 400 North into the development to the south and from Center Street to the development to the North.
3. Shortly after the 90% design review meeting the City asked us to design two connections from Mill Road to developments to the east and modify the configuration of existing water lines in development to the east of Mill Road. They also requested that the project be extended to include the design of cutting in two 16" butterfly valves on Mill Road near Geneva Road.
4. The additions included considerable design and plan production time, adding three plan sheets to the set.

D. Task 300, Subtask 022: Adjustment for Wage Increases

1. Like businesses everywhere, J-U-B has experienced the effects of inflation and the need to pay our staff more.
 - a. The Basis of Fee and Schedule of Services section of our original agreement documents addresses this potential, noting that if the period of services extends beyond 12 months the compensation amount may be appropriately adjusted. Coincidentally, on this project the 12-month period coincided with our billing rate adjustments - both happening at the beginning of 2022.
 - b. The project was originally planned for around 8 to 10 months of preconstruction engineering, with preliminary (60%) design being the first 4 months. However, alignment changes occurred through the first 11 months of the project. These included alignments related to CUWCD connection points at 6 different locations and associated piping, as well as the addition of alignments on 1600 North, 400 North, and Mill Road. Preliminary design was not complete until 12 months into the project, with the 60% design review meeting occurring in January 2022. Even in February 2022, alignment changes were still occurring due to discussions related to the pedestrian overpass.
 - c. At the beginning of the 2022, we had completed 60% of the project work, with 40% remaining. Since planned construction engineering is removed and replaced in an item below, we exclude it, then multiplied the anticipated time to be spent in 2022 for each team member by the difference in billing rates for each. It amounted to \$7,755, which represents an increase of 10%.
 - d. Other additions to the scope of work in this contract modification are not included in this calculation, as they already account for the higher wages.

E. Task 300, Subtask 023: 1600 North Design and Scope Changes, Coordination

1. Because the construction of 1600 North is imminent as a result of adjacent land development, the City decided earlier this year to separate that portion of the project and have the contractor constructing 1600 North build it. We spent time in February and March of this year coordinating with the City and the developer's engineer; changing the pipe material to HDPE (and changing the pipe size); modifying the design based on the developer's design changes; advancing the design to have it ready ahead of the rest of the project; adding fusible PVC pipe for railroad crossings to the plans, specs, and bid form (then replacing it with ductile iron again after the City decided they didn't want to consider fusible PVC pipe).
2. We initially understood that the City was just going to reimburse the developer for having his engineer install the 1600 North waterline from our plans. However, the City decided to contract directly with the developer's engineer for the waterline installation. They asked that we prepare full construction documents, including contract documents, specifications, and measurement and payment sections. The specifications and contract documents are very similar to the Phase 1

Distribution System documents. However, measurement and payment has provided to be challenging, since the City had already accepted a bid from the contractor, which did not contain all the same items as the plans, and may not have included everything required to complete the work. As of the date of this writing, our draft is still being reviewed by the City and the contractor.

F. Task 400, Subtask 007: Additional Level of Effort During Bidding

1. The level of effort planned for preparing for and conducting the pre-bid meeting, responding to questions and issue addenda, participating in the bid opening, reviewing submitted bids, preparing the bid tabulation, recommending award of the contract and prepare printed sets of contract documents for execution was about 40 hours. We expect it to take more like 136 hours. These unplanned factors have added substantially to the required level of effort:
 - a. Bidding with multiple alternates and additives
 - b. Researching UTA, UPRR, and RailPros requirements of the contractor and communicating it to the contractors
 - c. Developing a method to reduce contractors' risk of variable UTA, UPRR, and RailPros fees and incorporating it into the contract
 - d. Evaluating the potential impact of fittings and valves availability based on feedback from potential bidders, additional coordinating with Vineyard Connector project engineer regarding schedule, considering potential design changes to accommodate unavailable fittings and valves, and modifying the terms of the contract in response
 - e. Evaluating contractor concerns about inflation impacts on material and fuel prices and modify the terms of the contract to further reduce risk
- These factors have resulted have increased the level of effort during the bidding period well beyond what was planned and what is typical.

G. Task 500, Subtask 015: 1600 North Construction and Post-Construction Engineering

1. The City has asked that we perform construction and post-construction engineering for the 1600 North to the same level as we typically do for projects. The attachment, "Standard Exhibit A – Construction Phase Services", outlines the services included in the scope of work.
2. In addition to site visits, we have planned for bi-weekly construction coordination meetings.
3. We have planned for about two months of active construction duration.

H. Task 500, Subtask 016: Phase 1 Distribution System Construction and Post-Construction Engineering

1. Given the size of the project, it became clear that the estimated hours for construction engineering were very inadequate to provide the level of service the City is looking for. Current construction engineering funding is \$96,927, which would be less than 1% of the construction cost of the project. Landmark Excavating has told us they plan on 10 months of active construction. With a construction duration of 10 months, we estimate a cost of about \$353,000, (which is still less than 3% of the bid construction cost). However, as you know, the cost of construction engineering can be heavily influenced by the nature and actions of the contractor.
2. The attachment, "Standard Exhibit A – Construction Phase Services", outlines the services included in the scope of work (the same activities as for 1600 North). Note that the time for activity #3 (visits to site and observation of construction) included in the work breakdown structure is 3 hours per day, 5 days per week, for 10 months of active construction.
3. In addition to site visits, we have planned for bi-weekly construction coordination meetings.
4. Submitting the application to DDW for the operating permit is included in this scope.
5. If construction duration is extended, we estimate that the additional cost for J-U-B's construction engineering services would be around \$19,000 per month.

I. Task 500, Subtask 001 - 014: Deduction of Previous Construction and Post-Construction Engineering Amount

1. Since there is currently \$96,927 in construction engineering funding that is being replaced by the more adequate amount in task 500, subtask 016, \$96,927 is deducted from the construction engineering total.

PART 4 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
- 1.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
- 1.

PART 5 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
 3. The estimated fee includes a 6% rate increase (rounded to the nearest whole dollar) that will be in effect throughout the 2023 calendar year. This rate increase is fixed for this project in order to eliminate the variable of unknown future rate increases. The small amount of time spent in 2024 for the warrantee inspection will be billed at J-U-B standard rates current at the time.
- B. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- C. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task & Subtask Number	Task Name	Fee Type	Amount	Anticipated Schedule
300-019	Design Changes Related to the Pedestrian Bridge and 300 West Connection	Time and Materials (Estimated Amount Shown)	\$10,000	Four weeks beyond previous final design schedule
300-020	Additional Easements Work	Time and Materials (Estimated Amount Shown)	\$11,000	Concurrent with work progress
300-021	Changes At and After 90% Design	Time and Materials (Estimated Amount Shown)	\$10,327	Seven weeks beyond previous final design schedule
300-022	Adjustment for Wage Increases	Time and Materials (Estimated Amount Shown)	\$7,755	Concurrent with work progress
300-023	1600 North Design and Scope Changes, Coordination	Time and Materials (Estimated Amount Shown)	\$8,000	Three weeks beyond previous final design schedule

400-007	Additional Level of Effort During Bidding	Time and Materials (Estimated Amount Shown)	\$18,000	Two weeks beyond previous bidding phase schedule
500-015	1600 North Construction and Post-Construction Engineering	Time and Materials (Estimated Amount Shown)	\$72,097	Construction Engineering: July – October 2022 (Active construction from August 2022-September 2022) Post-Construction Engineering: Complete in October 2023 (after the warrantee inspection)
500-016	Phase 1 Distribution System Construction and Post-Construction Engineering	Time and Materials (Estimated Amount Shown)	\$353,053	Construction Engineering: July 2022 – August 2023 (Active construction from August 2022 – June 2023 with 1 month of winter shutdown) Post-Construction Engineering: Complete in August 2024 (after the warrantee inspection)
500-017	Deduction of Previous Construction and Post-Construction Engineering Amount	Time and Materials (Estimated Amount Shown)	(\$96,927)	N/A
Total:			\$393,305	

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

D. The above fees were developed from the attached work breakdown structure as Exhibit 1-A.

Exhibit(s):

- Exhibit 1-A: Work Breakdown Structure
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: No

GROUP: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Construction Inspection/Observation (T02)



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Hansen, Allen, & Luce
Name:

Project: Vineyard 1600 N and Phase 1 Water System

The Agreement for Professional Services dated 11/20/2022 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: *The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.*

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- ☒ Yes 1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- ☐ No
- ☒ Yes 2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- ☐ No
3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- ☒ Yes a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- ☐ No
- ☐ Yes b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- ☒ No
- ☒ Yes 4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- ☐ No
- ☒ Yes 5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- ☐ No
- ☒ Yes 7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- ☐ No

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

- ☒ Yes
☐ No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- ☒ Yes
☐ No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- ☒ Yes
☐ No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☒ Yes
☐ No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☒ Yes
☐ No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☒ Yes
☐ No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☒ Yes
☐ No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

- ☒ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- ☐ Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- ☒ No
- ☐ Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- ☒ No
- ☐ Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- ☒ No
- ☒ Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- ☐ No
- ☒ Yes 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- ☐ No
- ☐ Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- ☒ No
- ☒ Yes 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- ☐ No
- ☒ Yes 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- ☐ No
- ☐ Yes 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☒ No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.
11. *Reports.*
 - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
 - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE **BASIS OF FEE ESTIMATE**



Project Title, Client: Vineyard Phase 1 Water Distribution Pipeline - Contract Mod 3, Vineyard City
Project Number: 50-20-059
Prepared By: Mark L. Christensen
Updated: 6/20/2022

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Engineer - Discipline Lead	Project Engineer I	CAD Designer - Senior	Senior Construction Manager	Senior Administrative Support	PLS - Discipline Lead	PLS - Lead	Project Engineer I	Project Engineer - Lead	Hours	Dollars
300		Final Design and Complete Bidding Documents	27	46	99	17		5	46			240	\$47,082
300	019	Design Changes Related to Ped Bridge & 300 W Connection	3	18	33	9						63	\$10,000
		All Activities	3	18	33	9						63	\$10,000
300	020	Additional Easements Work	2		18			4	44			68	\$11,000
		All Activities	2		18			4	44			68	\$11,000
300	021	Changes at and after 90% Design	11	9	41			1	2			64	\$10,327
		At 90% Design - Design Scoping/correspondence	2		1							3	\$585
		At 90% Design - Connections to Lincoln Square & Concord and adding valves throughout	1	1	20							22	\$3,280
		At 90% Design - Internal Review & Edits	1	1	2							4	\$670
		At 90% Design - City Review & Edits	1	1	1							3	\$525
		At 90% Design - Final Review & Edits		1	1							2	\$305
		After 90% Design - Scoping/correspondence	2	1								3	\$600
		After 90% Design - Off-site Mill Road connections and valves	2	1	10							13	\$2,050
		After 90% Design - Internal Review & Edits	1	1	2							4	\$670
		After 90% Design - City Review & Edits	1	1	2							4	\$670
		After 90% Design - Final Review & Edits		1	2							3	\$450
		After 90% Design - Easements (1)						1	2			3	\$522
300	022	Adjustment for Wage Increases for Hours Through Contract Mod 2 To Be Spent After 1/1/2022											\$7,755
		Adjustment for Hours Through Contract Mod 2 To Be Spent After 1/1/2022											\$7,755
300	023	1600 North Design and Scope Changes, Coordination	11	19	7	8						45	\$8,000
		Design changes from 1600 North (all activities)	1	6	5	6						18	\$3,050
		Scoping/correspondence	2	1		2						5	\$980
		Prepare contract documents	2	2								4	\$760
		Prepare specifications	2	4								6	\$1,080
		Assistance with contract execution and notice to proceed	3	4								7	\$1,300
		Prepare conformed construction package	1	2	2							5	\$830
400		Bidding Support Services	32	40		24						96	\$18,000
400	007	Additional Level of Effort During Bidding	32	40		24						96	\$18,000
		Additional level of effort during bidding	32	40		24						96	\$18,000
500		Construction and Post-Construction Engineering	112	218	102	1724.5	72				32	2261	\$328,223
500	015	1600 North Construction and Post Construction Engineering	31	56	22	264.5	16				8	398	\$72,097
		General Administration of the Contract Documents	2	8		1						11	\$1,910
		Pre-Construction Conference	2	4		8						14	\$2,600
		Visits to Site and Observation of Construction	3	3		97.5					8	112	\$21,321
		Recommendations Regarding Defective Work	1	1		8						10	\$1,900
		Clarifications and Interpretations; Field Orders	2	4	4	16						26	\$4,700
		Work Change Directives	2	3		12						17	\$3,200
		Change Orders	2	3		8	4					17	\$2,744
		Review Submittals	2	3		8						13	\$2,440
		Advise on Requested Substitutes	2	2		6						10	\$1,900
		Recommend Tests and Review Test Results	2	2		14						18	\$3,420

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE



Project Title, Client: Vineyard Phase 1 Water Distribution Pipeline - Contract Mod 3, Vineyard City
Project Number: 50-20-059
Prepared By: Mark L. Christensen
Updated: 6/20/2022

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Engineer - Discipline Lead	Project Engineer I	CAD Designer - Senior	Senior Construction Manager	Senior Administrative Support	PLS - Discipline Lead	PLS - Lead	Project Engineer I	Project Engineer - Lead	Hours	Dollars
		Assist with Disagreements Between Owner and Contractor	4	4		4						12	\$2,280
		Recommendations for Payment	1	2		16	12					31	\$4,492
		Review Contractor's Completion Documents	1	2		8						11	\$2,060
		Evaluation of Substantial Completion	1	2		12						15	\$2,820
		Evaluation of Final Completion	1	2		6						9	\$1,680
		Bi-weekly Coordination Meeting		4		12						16	\$2,920
		Warrantee Inspection				8						8	\$1,520
		Assist Owner in Preparing O&M Manual	1	1	4	4						10	\$1,720
		Address Work Discovered to be Defective	1	2		8						11	\$2,060
		Record Drawings from Contractor Redlined Documents	1	4	14	8						27	\$4,410
500	016	Phase 1 Distribution System Construction and Post-Construction Engineering	81	162	80	1460	56				24	1863	\$353,053
		General Administration of the Contract Documents	6	24		4						34	\$6,106
		Pre-Construction Conference	4	8		16					4	32	\$6,112
		Visits to Site and Observation of Construction	20	20		650					20	710	\$139,480
		Recommendations Regarding Defective Work	1	2		32						35	\$6,829
		Clarifications and Interpretations; Field Orders	1	2	12	48						63	\$11,753
		Work Change Directives	3	6		48						57	\$11,079
		Change Orders	3	6		96	24					129	\$22,359
		Review Submittals	8	15		90						113	\$21,931
		Advise on Requested Substitutes	1	1		32						34	\$6,664
		Recommend Tests and Review Test Results	4	4		86						94	\$18,424
		Assist with Disagreements Between Owner and Contractor	16	16		32						64	\$12,544
		Recommendations for Payment	3	6		96	32					137	\$22,983
		Review Contractor's Completion Documents	1	2		12						15	\$2,909
		Evaluation of Substantial Completion	2	4		32						38	\$7,386
		Evaluation of Final Completion	1	2		32						35	\$6,829
		Bi-weekly Coordination Meeting	2	22		66						90	\$17,520
		Submit for Operating Permit to DDW	1	4								5	\$887
		Assist Owner in Preparing O&M Manual	1	4	14	32						51	\$9,245
		Address Work Discovered to be Defective	1	2		16						19	\$3,693
		Record Drawings from Contractor Redlined Documents	2	12	54	24						92	\$15,184
		Warrantee Inspection				16						16	\$3,136
500	017	Deduction of Previous Construction and Post-Construction Engineering Amount											-\$96,927



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 07-13-2022

Agenda Item: 9.1 Center Street Trailhead Parking Betterment Agreement

Department: Community Development Department, Engineering Department

Presenter: Naseem Ghandour, P.E./Community Development Director Morgan Brim

Background/Discussion:

City Staff was tasked with developing parking solution for the high use of the Center Street Trail Head, located west of 300 West and Center Street intersection in Vineyard City.

The request was driven by the complaints from residents regarding trail users' cars parking along the 300 West, a collector road with no on or off-street parking, and trail users' cars parking in the adjacent neighborhood blocking residents from utilizing their street and creating traffic and public safety concerns.

City Staff estimated that trail users' cars approximate to an average of 20 to 40 cars at the early days of Spring, with those numbers estimated to increase as the warmer weather allows for more residents, visitors, and families to utilize the city's waterfront trail system and parks.

City Staff engaged with Home Center Construction, the contractor who is currently developing and building new neighborhoods located directly east of the Center Street Trail Head to seek a solution to provide off-street parking for the city's trail users. Home Center Construction provided a preliminary design (*Attachment B*) with the furthest parking stall approximately 0.3-miles and closet stall approximately 0.14-miles from the trail head. This proposal requires Home Center Construction to alter their city approved development plans. Home Center Construction has agreed to charge the city for the improvements at the cost above what they would have spent (\$27,428) based on the approved design (*Attachments C & D*)

The proposed solution will add forty-eight (48) parking stalls in an area closest to the Center Street Trail with 24 stalls located along the north parking lot and 14 stalls located along the south parking lot. Additionally, City Staff will provide ADA improvements to the current parking located at the trail head.



VINEYARD CITY COUNCIL STAFF REPORT

Fiscal Impact:

Total: \$123,240.70 in FY23

- \$74,862, North Parking Lot
- \$32,175, South Parking Lot
- \$5,000 for ADA Improvements at Center Street Trail Head
- 10% Contingency

Recommendation:

Staff Recommends Approval

Sample Motion:

Option 1:

I move to adopt Resolution 2022-32, approving the project Construct 300 West Trailhead Parking Project, NORTH and SOUTH parking lots, AND direct the City Manager to enter into a betterment agreement with Home Center Construction.

Option 2:

I move to adopt Resolution 2022-32, approving the project Construct 300 West Trailhead Parking Project, NORTH parking lot ONLY, AND direct the City Manager to enter into a betterment agreement with Home Center Construction.

Option 3:

I move to adopt resolution 2022-32, approving the project Construct 300 West Trailhead Parking Project, SOUTH parking lot ONLY, AND direct the City Manager to enter into a betterment agreement with Home Center Construction.

Attachments:

Resolution 2022-32

- A. Aerial of Trail Head Parking
- B. Parking Exhibit – Engineer's Layout
- C. Schedule A Cost Break Down for North Parking Lot
- D. Schedule A Cost Break Down for South Parking Lot

RESOLUTION 2022-32

A RESOLUTION OF THE VINEYARD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRAILHEAD PARKING BETTERMENT AGREEMENT

WHEREAS, residents of Vineyard City have complained about users of the Center Street Trailhead parking cars along the 300 West; and

WHEREAS, 300 West was designed and constructed as a collector road with no on- or off-street parking; and

WHEREAS, City staff has observed vehicles parked along 300 West and along streets in the adjacent neighborhoods in a manner that obstructs the use of the neighborhood streets by residents, obstructs traffic, and creates public safety concerns; and

WHEREAS, the City Council recognizes the Center Street Trailhead, located west of the intersection of 300 West and Center Street in Vineyard City, as an important recreational resource to Vineyard City residents; and

WHEREAS, the City Council recognizes the need for parking to accommodate high use of the Center Street Trailhead and to ameliorate present parking concerns; and

WHEREAS, City staff has communicated with Home Center Construction, the contractor who is currently developing and building new neighborhoods located directly east of the Center Street Trailhead, to seek a solution to provide off-street parking for the city's trail users.

WHEREAS, Home Center Construction provided a preliminary design (Attachment A) with the furthest parking stall approximately 0.3-miles and closet stall approximately 0.14-miles from the trailhead; and

WHEREAS, Home Center Construction has agreed to construct the improvements by charging the city the cost above what they would have spent based on the approved design (Attachments B & C); and

WHEREAS, the proposed design would add forty-eight (48) parking stalls in an area closest to the Center Street Trailhead, with 24 stalls located along the north parking lot, and 14 stalls located along the south parking lot; and

WHEREAS, in conjunction with these parking improvements, City staff will provide ADA improvements to the current parking located at the trailhead.

NOW THEREFORE BE IT RESOLVED BY THE VINEYARD CITY COUNCIL AS FOLLOWS:

Section 1. Approval. The City Council authorizes the City Manager to enter into a Center Street Trailhead Parking Betterment Agreement with Home Center Construction at the option listed below, and not to exceed the estimated fiscal impact stated below:

FISCAL IMPACT:

Total: \$123,240.70 in FY23

- \$74,862, North Parking Lot
- \$32,175, South Parking Lot
- \$5,000 for ADA Improvements at Center Street Trail Head
- 10% Contingency

_____ Option 1: Construct the NORTH and SOUTH parking lots;

_____ Option 2: Construct the NORTH parking lot ONLY; or

_____ Option 3: Construct the SOUTH parking lot ONLY

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 29th day of June 2022.

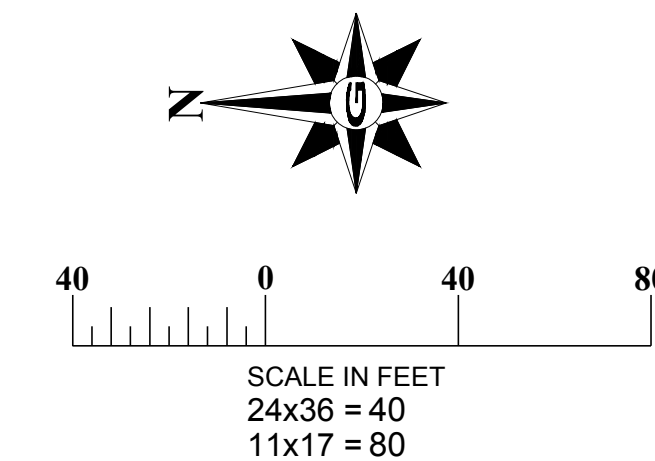
Mayor Pro Tempore

Attest:

Deputy Recorder

VINEYARD CITY COUNCIL STAFF REPORT
Aerial Map





* RELOCATION OF EXISTING DRY UNDERGROUND UTILITIES NOT A PART OF THIS QUANTITY ESTIMATE. COORDINATION WITH UTILITY ENTITIES TO BE DONE SEPARATELY.

SCHEDULE A
HOMESTEADS, VINEYARD, UT
IMPROVEMENT COSTS - POD 6; Phase 5
PARKING STALLS - 300 W. NORTH

ITEM	REYNOLDS BROS.			
	Phase 5 - Parking North			TOTAL
	Unit \$	Unit	Quantity	\$ COST

SITE DEMOLITION

Traffic Control	\$ 2,600.00	LS	1	\$ 2,600.00
Saw Cutting	\$ 4.00	LF	150	\$ 600.00
Remove Site Concrete	\$ 65.00	CY	40	\$ 2,600.00
SUB TOTAL				\$ 5,800.00

EARTHWORK

General Conditions/Mobilization	\$ 5,500.00	LS	1	\$ 5,500.00
Clear, Grub and Haul Away	\$ 45.00	CY	40	\$ 1,800.00
Excavate Parking Stalls to Subgrade	\$ 8.00	CY	400	\$ 3,200.00
Haul Excaess Soil to Pod 7	\$ 10.00	CY	400	\$ 4,000.00
Grade Subgrade	\$ 0.30	SF	6,100	\$ 1,830.00
Curb & Gutter Grade & Base	\$ 9.00	LF	360	\$ 3,240.00
Backfill Curb & Gutter	\$ 4.00	LF	360	\$ 1,440.00
Sidewalk Grading	\$ 1.00	SF	1,680	\$ 1,680.00
Road Base Under Sidewalk	\$ 50.00	TON	80	\$ 4,000.00
Place Granular Borrow Under Asphalt Paving	\$ 40.00	TON	150	\$ 6,000.00
SUB TOTAL				\$ 32,690.00

SITE IMPROVEMENTS

24" Modified Curb & Gutter	\$ 30.00	LF	360	\$ 10,800.00
Sidewalk	\$ 5.00	SF	1,680	\$ 8,400.00
4" Asphalt with 4" Road Base	\$ 4.30	SF	4,500	\$ 19,350.00
SUB TOTAL				\$ 38,550.00

MISCELLANEOUS

Testing	\$ 1,500.00	LS	1	\$ 1,500.00
Remove and Replace Street Lights	\$ 6,500.00	SF	2	\$ 13,000.00
Remove and Replace Street Signs	\$ 650.00	LF	1	\$ 650.00
SUB TOTAL				\$ 15,150.00

TOTAL	\$ 92,190.00
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NOTE: Credit Towards Landscaping Bond (4,332 S.F. X \$4.00)	\$ 17,328.00
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SCHEDULE A
HOMESTEADS, VINEYARD, UT
IMPROVEMENT COSTS - POD 6; Phase 5
PARKING STALLS - 300 W. SOUTH

ITEM	REYNOLDS BROS.			
	Phase 5 - Parking South			TOTAL
	Unit \$	Unit	Quantity	\$ COST

SITE DEMOLITION

Traffic Control	\$ 1,250.00	LS	1	\$ 1,250.00
Saw Cutting	\$ 4.00	LF	100	\$ 400.00
Remove Site Concrete	\$ 65.00	CY	20	\$ 1,300.00
SUB TOTAL				\$ 2,950.00

EARTHWORK

General Conditions/Mobilization	\$ 4,000.00	LS	1	\$ 4,000.00
Clear, Grub and Haul Away	\$ 45.00	CY	20	\$ 900.00
Excavate Parking Stalls to Subgrade	\$ 8.00	CY	150	\$ 1,200.00
Haul Excaess Soil to Pod 7	\$ 10.00	CY	150	\$ 1,500.00
Grade Subgrade	\$ 0.30	SF	3,500	\$ 1,050.00
Curb & Gutter Grade & Base	\$ 9.00	LF	210	\$ 1,890.00
Backfill Curb & Gutter	\$ 4.00	LF	210	\$ 840.00
Sidewalk Grading	\$ 1.00	SF	980	\$ 980.00
Road Base Under Sidewalk	\$ 50.00	TON	40	\$ 2,000.00
Place Granular Borrow Under Asphalt Paving	\$ 40.00	TON	50	\$ 2,000.00
SUB TOTAL				\$ 16,360.00

SITE IMPROVEMENTS

24" Modified Curb & Gutter	\$ 30.00	LF	220	\$ 6,600.00
Sidewalk	\$ 5.00	SF	980	\$ 4,900.00
4" Asphalt with 4" Road Base	\$ 4.30	SF	2,550	\$ 10,965.00
SUB TOTAL				\$ 22,465.00

MISCELLANEOUS

Testing	\$ 500.00	LS	1	\$ 500.00
SUB TOTAL				\$ 500.00

TOTAL	\$ 42,275.00
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NOTE: Credit Towards Landscaping Bond (2,525 S.F. X \$4.00)	\$ 10,100.00
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Community Development

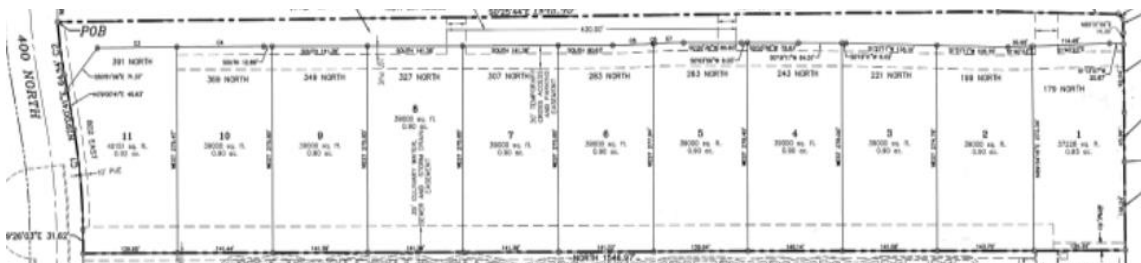
Date: July 13, 2022
From: Morgan Brim, Community Development Director
To: City Council
Item: 9.2 Public Hearing and Consideration of proposed Zoning Text Amendment and Zoning Map Amendment of new Geneva Road Mixed Use District
Applicant: Jason Boal, Urban Planner with Snell & Wilmer representing X Development
Location: Bounded by: 400 N. (North), Geneva Road (East), Edge Water Townhome Community (West), and former Parish Chemical Site (South)

BACKGROUND

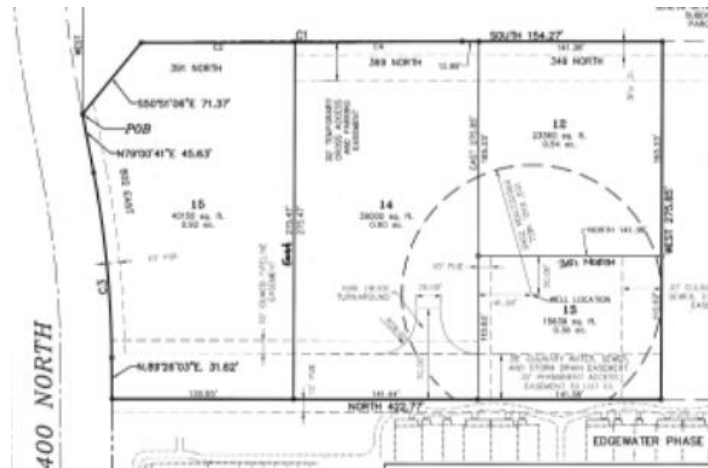
The subject property consists of two recorded commercial subdivision plats, Geneva Retail Frontage Subdivision consisting of 11 lots recorded in 2018 and an amended plat to lots 9, 10, and 11 titled Geneva Retail Frontage Subdivision Plat B. The amended plat recorded in 2021 for purposes of splitting lot 9 into two lots, an east and west split and retitled these as lots 12 (east) and 13 (west). Lot 13 was sold to Central Utah Water Conservancy District (CUWCD) for a new well site. During the drilling of the well, CUWCD found the water quality to be underperforming and is evaluating the possibility of bringing the quality levels to meet standards. At this point it is unclear how this property will be utilized. The applicant has indicated a desire to incorporate this lot into their concept should CUWCD be willing to sell. However, a representative from CUWCD stated during the Planning Commission public hearing on June 22, 2022, that they intend to move forward with the well site. Lots 10 and 11 from the 2018 plat were retitled as lots 14 and 15 under the amended 2021 plat.

Lot 1 is the only site that has been developed and houses O'Reilly Auto Parts retail establishment and is owned by Monica Properties LLC. During the Planning Commission work session in May, it was noted the property owner would need to provide a letter of authorization from the owner to be incorporated into the proposed district. Staff did not receive authorization resulting in the property's removal from the proposal. Additionally, Parcel A of the plat is for the future expansion of Geneva Road and will not be included in this application. The GRMU District includes all properties of the original plat other than lot one. The overall property size is approximately nine acres and currently zoned Regional Mixed Use (RMU).

2018 Plat:



2021 Amended Plat:



ANALYSIS

The applicant would like to add auto-oriented uses for servicing and repair on the south portion of the property adjacent to O'Reilly's Auto Parts. The RMU District allows car washes through a conditional use permit and prohibits auto uses like vehicle/equipment repair, sales, and rentals. The RMU District limited residential uses in 2009. In 2021, X Development applied for a zoning text amendment to allow for an increase of up to 2,350 units through approval of a development agreement which is currently being utilized in a mixed-use development on the north side of 400 North across from this subject property.

The GRMU, as proposed, allows for a residential density of 26 units per acre or up to 85 units per acre through a development agreement. A maximum of 30% of the district may contain standalone units. Auto uses like carwashes and minor repair are permitted, and vehicle and equipment rental and sales are conditional uses. Major vehicle and equipment repair are not permitted in this proposal. The majority of other uses pattern allowances provided in the RMU District. Street cross sections are provided for a proposed frontage retail road and street treatment of the Geneva Road corridor. Development standards and guidelines are proposed for architectural treatments, dimensional standards, heights, non-residential intensity, compatibility requirements, mixed use requirements, open space, parking, landscaping, block structure, ground floor activation, and building orientation.

Staff has worked with the applicant to refine their application and to ensure development standards are sufficient to mitigate potential detrimental impacts to adjoining residential properties to the west and city as a whole. Geneva Road will be the gateway visually to many visiting the city. It is in the best interest of the city to have this corridor well managed and maintained.

GENERAL PLAN

General Plan Analysis		
	Goals	Comments
Heritage + Cultural Resources	Enhance and promote the City's historical character to increase visitation and commerce throughout the City and to help all residents and visitors appreciate and connect with the past.	Not present in current proposal.
	Encourage developers to incorporate architectural features that underscore and celebrate the City's rich heritage and history.	The Design Intent section speaks to the character of the development as familiar, traditional setting for users while allowing a diversity of building styles that is both timeless and contemporary.
Land Use	Enhance Vineyard's identity as a community with a high standard of living, a diverse economy, and rich mixture of housing and recreation opportunities.	The district will allow for a wide range of retail, housing and auto-oriented uses. These are services needed by the community and will add employment opportunities.
	Encourage a pattern of growth that reflects the City's ability to efficiently provide necessary services and anticipates the resource needs of future generations.	The city is promoting services and shopping accessible by walkability. The project provides close access to several thousand residents within a 10-minute walking shed.
	Provide an adequate supply of public and private parking options in Vineyard.	Application states the planner will set parking minimums. Staff is concerned with this standard and believes it is too broad. Concrete standards need to be provided or parking requirements should mirror the off-street parking ordinance.
Open Space	Increase the amount of publicly accessed open spaces provided throughout Vineyard.	Private amenities will consist of 15% of residential areas. A minimum of 10% of the site area of the non-residential development will be set aside for open space and include areas like plazas, and outdoor seating. An open space concept has not been provided.
	Enhance, improve and connect existing bicycle and pedestrian trail network throughout the city and to the regional trail network.	Building standards provide for awnings and overhead cover to protect pedestrians from the elements on sidewalks adjacent to building facades. Trail corridors are not highlighted in the ordinance.

Economic Development	Establish criteria and methodology for reviewing, evaluating and updating City incentives to attract new businesses.	The project incentivizes mixed use-retail business by opening up auto-oriented uses.
	Ensure the City's long-term fiscal health by taking measures to establish a larger tax base of both property and sales tax revenues.	The proposal provides allowances for significant retail space.
	Establish zoning that encourages strategic, accessible and centralized economic centers that will integrate appropriately into the community.	The mixed-use function of the district is strategic in its location to encourage greater integration between the adjacent residential neighborhood and the mixed use portion of the project along 400 North.
	Focus future development and investment efforts on implementing the Town Center and Forge Special Zoning Districts while maintaining the intent of these districts to create distinctive walkable village centers.	This site is south of the Forge district and the Yard Development but will connect in character and development type on the north end of the GRMU district. Walkability will be a major aspect of the project.
Transportation	Provide multiple connections between neighborhood, city-wide and regional systems that safely and effectively move people through, into and out of the city while mitigating traffic congestion.	The development of the district will extend the 400 North ROW eastward. The applicant is considering providing a shared parking plan between Edge Water Townhomes. Pedestrian connections should be considered through the development wall separating the sites.
	Reduce auto dependency in Vineyard to improve air quality, reduce traffic congestion and enhance the quality of life.	The development of the northern portion of the district will be urban in nature and contain pedestrian facilities that connect with the building frontages. 400 North was delineated by the city for future light rail but the final decision of its location will be made by our MPO and Utah State officials.
	Adopt a Complete Streets Policy to ensure safe access for all users, including pedestrians, bicyclists, vehicles and transit riders of all abilities.	The city is redesigning 400 North to provide a complete street layout with enhanced pedestrian and bicycle facilities and mid-block and intersection crossings.

Moderate Income Housing	Encourage and promote affordable housing developments by incentivizing developers to build this type of housing.	As proposed, the zoning district provides significant opportunities for housing. Concerns have been expressed by community members and the Council regarding additional residential units in this portion of the city. The Council recently approved a zoning text amendment to add more residential on the north side of 400 North across the street from this project.
	Provide the framework for the successful integration of a mix of housing types in the community's various neighborhoods.	Same noted as above.

PLANNING COMMISSION

The Planning Commission reviewed this application two times, in a work session on May 18, 2022 and a public hearing on June 22, 2022. The Planning Commission provided several comments during the work session which the application incorporated into their draft GRMU district. During the public hearing, a representative from CUWCD expressed concerns regarding the potential for people entering their well site property located on lot 13 of the Geneva Retail Frontage Subdivision Plat B. Language in the ordinance has been amended clarifying that the northern parcels will have rear access through an alley that will circumnavigate lot 13. Following the public hearing, the Planning Commission forwards a positive motion of Ordinance 2022-09 with the 14 conditions of approval below. These conditions have been incorporated into the GRMU District text attached to Ordinance 2022-09.

1. Remove redundancy in Use Table regarding Vehicle and Equipment Rental.
2. Remove east access easement from mixed use building lots on north side.
3. Mixed use residential may be permitted through the approval of a development agreement on lots 8 of the Geneva Retail Frontage Subdivision plat and lots 12, 14 and 15 of the Geneva Retail Frontage Subdivision Plat B.
4. Remove residential as a permitted use.
5. Setbacks will be measured from property lines and not easements.
6. Amend to replace "Development Plan" with "Site Plan" and Planning Commission to be authorized for approval of site plan permits within the District.
7. City Engineer may approve underground stormwater facilities to count towards open space requirements if quality of open space recreational amenities is maintained.
8. Parking requirements of the zoning ordinance will be used. Remove city planner determination language.
9. Building located on the corner of 400 North and Geneva Road should have entrance located facing both streets.
10. Lighting shall be fully contained within the project site and not spill onto residential property.
11. 3-D architectural features shall be incorporated into all building elevations.
12. Similar architectural design and material shall be incorporated on all building elevations.

13. The vacuums shall be enclosed and setback 50 feet from residential property lines.
14. A noise study must be provided from a qualified professional submitted with the site plan that meets the existing noise ordinance.

CITY COUNCIL OPTIONS

Many options for action may exist for Ordinance 2022-09, however, staff has identified three primary options listed below.

1. The City Council may approve the ordinance as attached which incorporates the 14 conditions recommended by the Planning Commission. The Planning Commission did provide allowance of mixed-use residential on the four northern lots, not including lot 13 of the amended plat owned by CUWCD, through the provision of a development agreement. Some City Council members have expressed a desire to restrict residential in this district. Please note that residential has been removed as a permitted use. Allowing mixed-use residential on the north lots through a development agreement provides the city with significant land use control of this use. The City Council may require information like a conceptual plan, number of units and commercial square footage numbers, among other things, to help inform the City Council prior to making a decision. The City Council may also deny a development agreement request from the applicant to ensure the entire district is fully commercial in use.
2. The City Council may deny the application. This option would retain the Regional Mixed Use, RMU zoning district for the property. The same auto-oriented restrictions present today would exist.
3. The City Council may approve the proposed ordinance but further modify the district language to remove or add uses, development standards or modify the boundary of the GRMU District.

OPTIONAL MOTIONS

1. *"I motion to approve Ordinance 2022-09 Geneva Road Mixed Use Zoning Text Amendment and Zoning Map Amendment as presented in the staff report."*
2. *"I motion to deny Ordinance 2022-09 Geneva Road Mixed Use Zoning Text Amendment and Zoning Map Amendment."*
3. *"I motion to approve Ordinance 2022-09 Geneva Road Mixed Use Zoning Text Amendment and Zoning Map Amendment with the following modifications..."*

ATTACHMENTS

- Ordinance 2022-09 Geneva Road Mixed Use Text Amendment and Zoning Map Amendment

**VINEYARD
ORDINANCE 2022-09**

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH TO ADD A NEW ZONING DISTRICT, GENEVA ROAD MIXED USE DISTRICT TO THE SPECIAL PURPOSE ZONING DISTRICTS CHAPTER OF THE VINEYARD ZONING CODE, APPLYING TO A PORTION OF THE PROPERTY KNOWN AS LOTS 2-11 OF THE GENEVA RETAIL FRONTAGE SUBDIVISION PLAT, CREATING ALLOWABLE USES, ESTABLISHING DESIGN STANDARDS FOR MIXED USE DEVELOPMENT AND FOR AUTO-ORIENTED USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning Commission held a public hearing on June 22, 2022, and after fully considering public comment and staff analysis recommended approval to the City Council; and

WHEREAS, the City Council having reviewed the proposed text amendments, held a public hearing on June 29, 2022; and

WHEREAS, the City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed text amendments to the Zoning Ordinance.

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

SECTION 1: **ADOPTION** "7.02 Purpose" of the Vineyard Special Purpose Zoning Districts is hereby *added* as follows:

ADOPTION

7.02 Purpose(*Added*)

The Geneva Road Mixed Use (“GRMU”) District is intended to encourage a mixture of commercial, office and residential uses along the Geneva Road corridor. Development in the GRMU District is intended to provide more intense commercial uses, safe and attractive streetscape, and a compatible setting for residential and commercial development. The cross access between the lots in the GRMU is vital to the design and function of the District. The standards are intended to established objectives for the design of a mix of uses.

SECTION 2: **ADOPTION** “7.04 Uses” of the Vineyard Special Purpose Zoning Districts is hereby *added* as follows:

ADOPTION

7.04 Uses(*Added*)

1. Permitted Uses. Permitted uses shall be those identified under the RMU district in VZC 15.12.050 District Use Table of Allowed Uses in Non Residential Zoning Districts.
2. Conditional Uses. Conditional uses shall be those identified under the RMU district in VZC 15.12.050 District Use Table of Allowed Uses in Non Residential Zoning Districts.
3. Accessory Uses. Uses which are customary and incidental to the principal use of the property as approved by the City Planner.
4. Prohibited Uses. Any use not listed in VZC 15.12.050 District Use Table of Allowed Uses in Non Residential Zoning Districts shall be prohibited.

SECTION 3: **ADOPTION** “7.06 Site Plans And Building Design” of the Vineyard Special Purpose Zoning Districts is hereby *added* as follows:

ADOPTION

7.06 Site Plans And Building Design(*Added*)

It is intended that development in the GRMU District (Figure: The Geneva Road Mixed Use District Boundary Map) will be subject to the following standards and regulations and Design Guidelines (VSP 7.10 – Design Guidelines). This will be accomplished by the following procedures:

1. Individual Site Plans. A site plan for each parcel shall be submitted for review and approval by Vineyard in accordance with VZC 15.36 Site Planning and Building

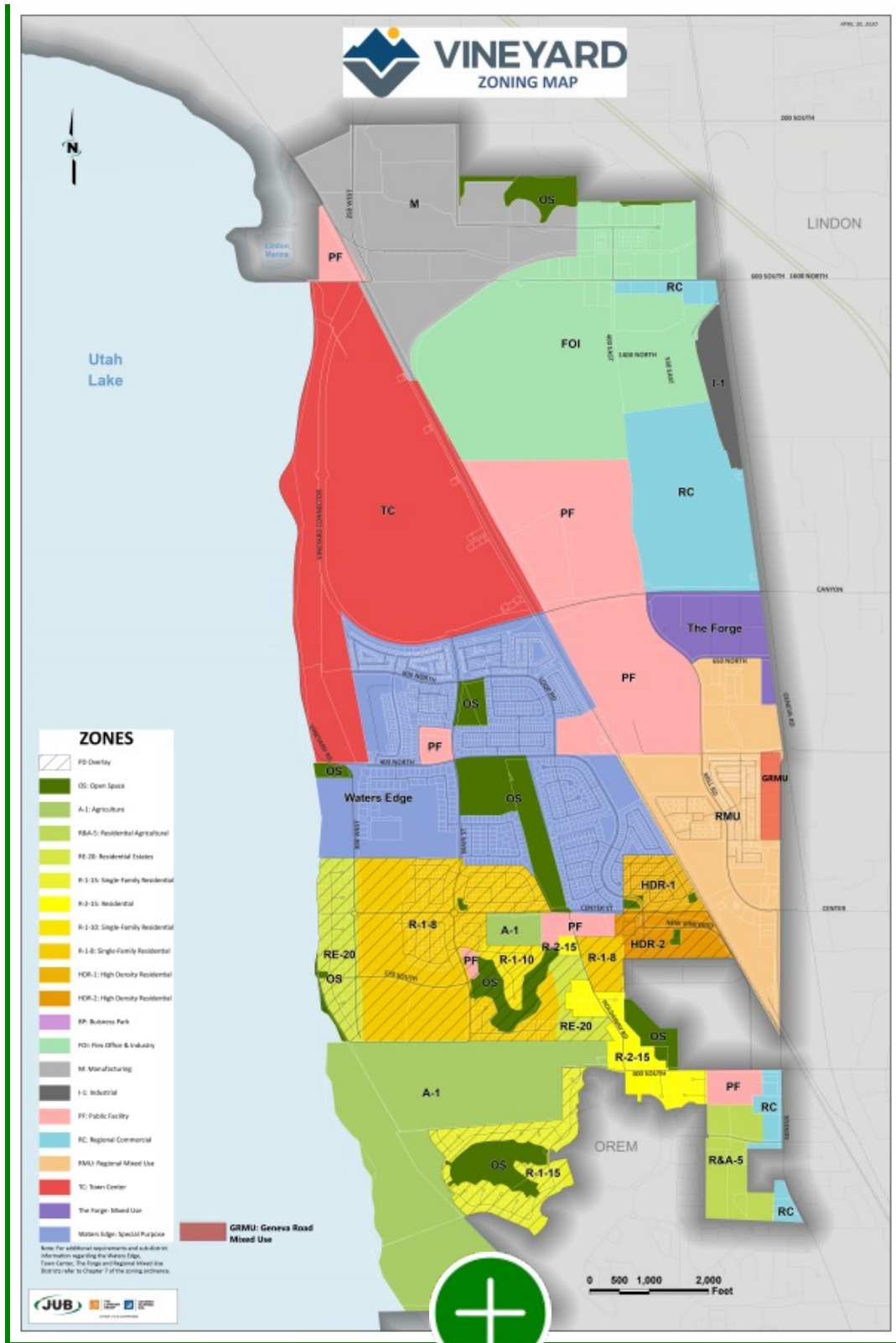
Design Requirements. All other standards of the Vineyard Zoning Code shall apply. . Individual site plans shall include a demonstration of how the proposed project will be consistent with The Geneva Road MU District and Design Guidelines, including the following:

- a. The proposed architectural and site design concepts including style, colors, type of materials and placement of structures.
- b. A description of the landscaping treatment, plant materials, fences, walls and other open space improvements.

SECTION 4: **ADOPTION** “7.06.010 Boundary Map” of the Vineyard Special Purpose Zoning Districts is hereby *added* as follows:

A D O P T I O N

7.06.010 Boundary Map(*Added*)



SECTION 5: ADOPTION “7.08 Development Standards” of the Vineyard Special Purpose Zoning Districts is hereby *added* as follows:

ADOPTION

7.08 Development Standards(*Added*)

1. Project Characteristics. Development on the lots located in the GRMU District shall have the following characteristics:
 - a. Buildings which may accommodate one or more uses;
 - b. Predetermined right in/right out access points to Geneva Road will be utilized for access to Geneva Road.
 - c. Access will be provided to the lots via a eastern cross access drive and/or western cross access drive, an access point on 400 North and the approved access points on Geneva road;
2. **Minimum Acreage.** The minimum acreage for application of the GRMU District is five (5) acres.
3. **Residential Intensity.**
 - a. Mixed use residential projects may only be permitted through a Development Agreement, as provided for in Section 15.16 of this title, on lot 8 of the Geneva Retail Frontage Subdivision and lots 12, 14 and 15 of the Geneva Retail Frontage Subdivision Plat B. See Section 07.12 District Use Table and Table Note 8 for additional standards.
4. **Non-Residential Intensity.** There is no limit on the intensity of non-residential development as along as each development complies with the development standards of The GRMU District, any other applicable Vineyard Ordinances and the requirements herein.
5. **Building Height.**
 - a. No primary building within any district shall be erected to a height less than one (1) story entirely above grade.
 - b. No primary building shall be built to a height greater than sixty feet (60'). Building height is measured from the top of the back of curb to the highest point of the building or structure. See also the definition of "Building Height."
6. **Setbacks.**
 - a. Building Setback: The building setbacks in the GRMU district shall be measured from established property lines. The property contains easements that may further impact buildable areas.
 - i. Front Setback: Five feet (5') from the property line adjacent to Geneva Road.
 - ii. Side Setback: There shall be no minimum internal side setback requirement from property lines. Street side setbacks on a corner lot

shall be twenty feet (20').

iii. Rear Setback: Twenty feet (20')

iv. Landscaping, parking and drive areas are permitted in the rear setback area.

7. **Compatibility Requirements.** Development within The GRMU District shall be compatible with and preserve the character and integrity of adjacent land uses. Each development shall include improvements or modifications, either on-site or within the public rights-of-way, to mitigate adverse impacts, such as traffic, noise, odors, shadow, scale, visual nuisances or other similar adverse effects on existing adjacent land uses. These improvements or modifications may include but shall not be limited to the placement or orientation of buildings and entryways, parking areas, buffer yards, the alteration of building mass, and the addition of landscaping, walls, or both.

a. The main structure on Lot 11 of the Geneva Retail Frontage Subdivision, which is the corner lot on Geneva Road and 400 North, shall have a design that is comparable and compatible with the structures on the north side of 400 North.

8. **Separation Between Industrial Uses.** There shall be an appropriate separation

between existing or planned industrial uses and planned residential uses to provide adequate safety and to avoid concerns with noise, odors, views, and other reasonable concerns as determined by the Planning Commission at the time of Site Plan approval.

9. **Mixed Use Requirements**

a. Mixed-use development is a development in which land uses are mixed vertically and/or horizontally (such as with existing or planned adjacent land uses). The GRMU District shall comply with the following standards:

b. Each development or project area shall connect to and be compatible with any adjacent development or project area.

10. **Open Space.** The GRMU District shall provide open space within the development as follows:

a. If mixed use residential is approved through a development agreement, a minimum of fifteen (15) percent of the site area of the residential development shall be set aside as recreation amenities. Such areas shall be used for tot lots, play fields, armadas, gardens, and other similar areas as approved by the Planning Commission during site plan approval. The City Council may require open space details to be submitted with the development agreement for their consideration.

b. All open space areas shall be owned and maintained by a property owners association or landowner. Areas greater than 5 acres in size may be dedicated to the City upon approval of the City Council.

c. Detention and retention basins shall not be counted towards the Open Space requirements. The city engineer may approve underground stormwater facilities to count toward minimum open space requirements if the quality of the open space recreational amenities is maintained.

11. **Parking.** Parking shall meet the requirements of Chapter 15.38 Parking and Loading

Requirements. . Shared parking agreements for property in the GRMU and adjacent to the GRMU are permitted.

12. **Landscaping.** A common landscape theme shall be established for each Site Plan. All landscaping, including materials and quantities, shall be installed in accordance with the provisions of the Zoning Ordinance.

SECTION 6: **ADOPTION** “7.10 Design Guidelines” of the Vineyard Special Purpose Zoning Districts is hereby *added* as follows:

ADOPTION

7.10 Design Guidelines(*Added*)

The following Design Guidelines have been adopted for The GRMU District.

1. **Introduction.** The GRMU District is approximately 9 acres located on the southwest corner of Vineyard Connector and Geneva Road. The proposed project may include retail, services, offices and restaurants. It may also contain a range of residential uses in order to provide vitality day and night, and opportunities to live close to work and to accommodate the multiple housing needs of the region. The GRMU District is intended to provide an auto-oriented mixed use area that is compatible with Geneva Road and the surrounding uses. The GRMU District will be implemented over time by a variety of individual builders. The urban design framework for the GRMU District will guide future development to ensure consistency and a high level of urban design quality. To be successful as a high energy, high density center, it will be important that fundamental principles of good urban design be followed in each project.
2. **Design Intent.** The general, overall character of the GRMU District should reflect the vibrancy of Vineyard. This character will bring about a familiar, traditional setting for users while allowing a diversity of building styles that is both timeless and contemporary.
3. **Block Structure**
 - a. **Block Size:** the GRMU District is made up of a single block along Geneva road. This block length is approximately 1,400’ in length.
 - b. **Mid-Block Access points:** Per the Geneva Retail Frontage Subdivision, there are three (3) access points along Geneva Road. These access points will be necessary to ensure adequate vehicular circulation.
4. **Building Orientation and Climate Protection**
 - a. **Building Orientation:** Buildings within the GRMU District should be oriented with a front facade facing Geneva Road.
 - b. **Energy and Climate Orientation:** Buildings are highly encouraged to include passive solar and passive wind strategies.

- c. **Protective Porticos and Awnings:** Architectural elements that provide shade are encouraged to provide pedestrians a pathway that is enjoyable to use year-round and foster walking and social interaction. The climate in Utah Valley is such that in the summer months shade is preferred, and in the winter months protection from snow is preferred. Awnings that extend over the public right of way require a revocable permit and shall have at least eight feet (8') clearance above the adjacent sidewalk at all points, and shall not extend more than six feet (6') into the public right-of-way.

5. Ground Floor Activation

- a. **Transparency:** The first floor elevation facing a public street shall not have less than thirty percent (30%) glass or window surfaces.
- b. **Entrances:** Provide at least one operable building entrance per elevation that faces a public street. Buildings that face multiple streets are required to have one entrance facing both streets.
- c. **Wall planes:** The maximum length of any continuous ground floor wall surface, uninterrupted by a change in material, setback or protrusion, will be thirty feet (30').
- d. **Screening:** All building equipment and service areas, including on-grade and

roof mechanical equipment and transformers that would be visible from the public right of way, shall be screened from public view, or enclosed as to appear to be an integral part of the architectural design of the building.

6. Architectural Character and Materials

- a. **Building Character Organization:** All buildings shall generally have a “base, middle, and top” character to avoid monotonous uniformity of single-material building walls. Differentiating buildings into these three components gives human scale and variety through change, contrast, and intricacy in facade form, color and/or material. Other scaling elements such as insets and projections are encouraged to break up flat or monotonous facades.
- b. **Exterior Three-Dimensional Details:** Three-dimensional details shall be incorporated into all building elevations, these elements include :
 - i. Cornices, fascia, visible substantial window sills and headers, projecting bay windows, inset doors and windows and balconies.
 - ii. Recessed windows (all windows are encouraged to be recessed a minimum of three inches).
- c. **Similar Architectural:** Similar architectural design and material shall be incorporated into all elevations of proposed buildings.
- d. **Building Materials:** All materials shall be durable in nature and build on the multi layered history of the site. The following is a non-exhaustive list of materials that would meet this objective:
 - i. Sandstone-based brick material - this is desired as a base material for the entire development and is of regional significance to the area;
 - ii. Brick with accent banding and symbols of various colors and patterns;
 - iii. Visible steel support such as I-beam columns and spandrels, steel cable or rod suspension, decorative steel railings;

- iv. Corrugated steel siding;
 - v. Concrete foundations, columns, lintels, sills, loading docks;
 - vi. Large expanses of multi-paned glass windows, glass block, large display windows, skylights, greenhouses;
 - vii. Heavy wood timber columns and spandrel beams; and
 - viii. Wood, stone, corrugated metal, etc.
 - ix. Local materials are encouraged, whether as reclaimed materials from nearby projects or manufactured locally and support sustainable building practices.
 - x. Other materials can be considered to minimize costs while achieving a similar aesthetic (e.g., concrete with an applied texture versus a brick wall) while out-of-character materials will be considered in special circumstances - such as iconic architecture - to bring additional variety and contemporary influences.
 - e. **Iconic Architectural Elements:** Selected use of iconic architectural elements is encouraged at key locations that serve as focal points for the district. Examples might include:
 - i. Tower buildings fronting open spaces, plazas, or other gathering spaces.
 - ii. Architectural signage and marquees.
7. **Signage.** Signs shall be regulated by VZC 15.48 Signs
8. **Lighting.**
- a. **Street Lights:** Street light fixtures used throughout the GRMU District for both automobile and pedestrian safety will meet the City's Street Light Design standards.
 - b. **Outdoor lighting:** Outdoor lighting will be designed and installed to be fully contained with the project site and minimize light trespass off the property. A photometric plan demonstrating proposed lighting intensity shall be submitted with the site plan.
 - c. **Architectural Lighting:** Building illumination will meet the City's Lighting Standards and be limited to:
 - i. Highlighting of specific building features
 - ii. Building and ground floor business names
 - iii. Lighting of public walkways
 - iv. Lighting of architectural features above the ground floor
9. **Site Design and Access**
- a. **Rear Alley:** A twenty foot (20') deep parking area along the rear of the property that is accessed from the rear alley for shared parking may be permitted.
 - b. **Northern Lots:** The northern lots, lot 8 of the Geneva Retail Frontage Subdivision and lots 12, 14 and 15 of the Geneva Retail Frontage Subdivision Plat B shall be accessed by a rear alley. Access will not be provided to the general public for lot 13 of Geneva Retail Frontage Subdivision Plat B. Buildings shall be placed as close to Geneva Road as feasible and parking

- areas shall not be permitted in the front yard along Geneva Road or between building elevations facing 400 North and the property line along 400 North.
- c. **Sidewalks:** Sidewalks serve multiple purposes within an urban environment and should incorporate different activities including seating, outdoor dining, lighting, trash and recycling receptacles, bus stops and shelters, newsstands, utility boxes and shade trees between pedestrian walkways and traffic. A minimum eight feet (8') ADA accessible, unobstructed pedestrian walkway is required. This walkway shall be located in Parcel A and completed with the reconstruction of Geneva Road.
- d. **Service and Storage:** Consideration should be given to loading, delivery and transfer of merchandise, garbage collection, recycling, fire and utilities. Loading areas should be provided when appropriate. However, these functional needs should not compromise the visual character of the overall development or adjacent properties and will be subject to design evaluation and approval of the final legislative authority. Outdoor storage should be temporary and/or fully screened from the public right-of-way.
- e. **Drive-thru Lanes:** Drive-thru facilities in the GRMU will be subject to careful design evaluation and approval. In addition to the standards found in VZC 15.34.190, any drive-thru lanes in the GRMU are required to be designed with the following conditions:
- i. Be limited to four (4) bays or less;
 - ii. Feed into a single exit lane;
 - iii. Provide a ten foot (10') landscape buffer along a property line adjacent to residential uses. The buffer shall be landscaped in accordance with VZC 15.40.080.3.b;
 - iv. Provide a screening barrier to prevent headlights from the drive thru lane projecting onto residential property.
- f. **Car Wash Uses:** Car wash uses in the GRMU will be subject to careful design evaluation and approval. Any car washes in the GRMU will have to meet the following standards:
- i. Car wash uses are only permitted on the southern five (5) lots of the Geneva Retail Frontage Subdivision.
 - ii. The car wash exit shall face Geneva Rd.
 - iii. Any building containing a car wash shall be setback at least fifty feet (50') from the property line where the adjacent use is residential;
 - iv. Outdoor vacuums shall be enclosed and placed at least fifty feet (50') from a property line where the adjacent use is residential;
 - v. Provide a ten-foot (10') landscape buffer along a property line adjacent to residential uses. The buffer shall be landscaped in accordance with VZC 15.40.080.3.b;
 - vi. Provide a screening barrier to prevent headlights from the drive thru lane projecting onto residential property;
 - vii. The hours of operation for a car wash in the GRMU District shall be 7 AM to 9 PM, including vacuums;

- viii. A noise study shall be submitted with the site plan application conducted by a qualified professional demonstrating compliance with noise ordinances of Vineyard Municipal Code.
- g. **Light Vehicle Repair Uses:** Light Vehicle Repair uses in the GRMU will be subject to careful design evaluation and approval. Any car washes in the GRMU will have to meet the following standards:
 - i. Light Vehicle Repair uses are only permitted on the southern five (5) lots of the Geneva Retail Frontage Subdivision;
 - ii. Light Vehicle Repair exit doors shall not face adjacent residential uses;
 - iii. Any building containing Light Vehicle Repair shall be limited to four (4) bays;
 - iv. Vehicle repair bay doors shall be closed when repairs are happening in that bay;
 - v. No in operable vehicles shall be parked/stored on site;
 - vi. Provide a ten-foot (10') landscape buffer along a property line adjacent to residential uses. The buffer shall be landscaped in accordance with VZC 15.40.080.3.b;
 - vii. Provide a screening barrier to prevent headlights from the drive thru lane projecting onto residential property;
 - viii. The hours of operation for a Light Vehicle Repair Use in the GRMU District shall be 7 AM to 9 PM;
- h. **Screening:** Screening techniques should be utilized throughout the GRMU District for any activity or storage that should be kept from public view. This may include any combination of building design, landscaping and berming, and/or location and will be subject to design evaluation and approval of the site plan. Typical areas that should require screening may include:
 - i. Outdoor Storage
 - ii. Refuse Containers
 - iii. Surface Parking
 - iv. Loading Areas (adjacent to roadways)
- i. **Enclosures:** Enclosures should be located to provide easy access for users, adequate space for servicing by refuse trucks, and visibility for safe vehicle circulation.
 - i. Enclosure materials and colors should be consistent with, and complementary to, building materials and finishes.
 - ii. Refuse containers should be conveniently located throughout the project, yet sufficiently buffered from project entries, main building entries, and main pedestrian paths.

SECTION 7: ADOPTION “7.12 District Use Table*” of the Vineyard Special Purpose Zoning Districts is hereby *added* as follows:

ADOPTION

7.12 District Use Table**(Added)*

<u>ZONING DISTRICT USES</u>		<u>GRMU</u>
Residential ⁸	<u>Clinical Support Housing</u>	<u>N</u>
	<u>Mixes-Use Residential</u>	<u>N⁸</u>
	<u>Dwelling Single-Family</u>	<u>N</u>
	<u>Dwelling Two-Family</u>	<u>N</u>
	<u>Model Home or Unit</u>	<u>N</u>
	<u>Residence for Persons with a Disability</u>	<u>N</u>
	<u>Residence for Persons with a Disability that are Substance Abuse Facilities located within 500 feet of a school</u>	<u>N</u>
	<u>Residential Facility for Elderly Persons</u>	<u>N</u>
	<u>Residential Lease, Short-term</u>	<u>N</u>

<u>ZONING DISTRICT USES</u>		<u>GRMU</u>
	<u>Agriculture; Commercial</u>	<u>N</u>
	<u>Animal Hospital</u>	<u>N</u>
	<u>Billboard</u>	<u>C</u>
	<u>Cannabis Production Establishment</u>	<u>N</u>
	<u>Car Wash</u>	<u>P</u>

<u>COMMERCIAL</u>	<u>Chemical Manufacture, Storage, and Distribution (Existing)</u>	<u>N</u>
	<u>Commercial Day Car/Preschool</u>	<u>C</u>
	<u>Commercial Plant Nursery</u>	<u>N</u>
	<u>Commercial Recreation, Indoor</u>	<u>C</u>
	<u>Composting Facility</u>	<u>N</u>
	<u>Construction Sales and Service</u>	<u>N</u>
	<u>Contractor's Office/Storage Yard</u>	<u>N</u>
	<u>Distribution Center</u>	<u>N</u>
	<u>Drive-thru Facility</u>	<u>P²</u>
	<u>Dry Cleaning</u>	<u>P</u>
	<u>Financial Institution</u>	<u>P</u>
	<u>Flammable Liquids or Gases Manufacture, Storage and Distribution</u>	<u>N</u>
	<u>Funeral Home/Mortuary</u>	<u>N</u>
	<u>Golf Course</u>	<u>N</u>
	<u>Health and Fitness Facility</u>	<u>P</u>
	<u>Hotel</u>	<u>C</u>
	<u>Hybrid Production Facility</u>	<u>C</u>
	<u>Kennel, Commercial</u>	<u>N</u>
	<u>Kennel, Outdoor Commercial</u>	<u>N</u>
	<u>Laundry, Commercial</u>	<u>P</u>
	<u>Laundry, Self Serve</u>	<u>P</u>
	<u>Manufacturing, Heavy</u>	<u>N</u>
	<u>Manufacturing, Light</u>	<u>N</u>
	<u>Medical and Dental Clinic</u>	<u>P</u>
	<u>Medical or Dental Laboratory</u>	<u>P</u>
	<u>Motel</u>	<u>C</u>
	<u>Motor Vehicle Fueling Station</u>	<u>P</u>
	<u>Nightclub</u>	<u>C</u>

<u>Nursing Care Facility</u>	<u>C</u>
<u>Nursing Home, Convalescent Care</u>	<u>N</u>
<u>Office</u>	<u>P</u>
<u>Pawnshop</u>	<u>N</u>
<u>Personal Care Services</u>	<u>P</u>
<u>Personal Instruction Service</u>	<u>P</u>
<u>Pharmacy</u>	<u>P</u>
<u>Pharmacy, Medical Cannabis</u>	<u>N</u>
<u>Private Club</u>	<u>C</u>
<u>Restaurant</u>	<u>P</u>
<u>Retail Sales and Services</u>	<u>P</u>
<u>Retail Sales and Services (Community Commercial)</u>	<u>P</u>
<u>Retail Sales and Services (Regional)</u>	<u>P</u>
<u>Salvage Yard</u>	<u>N</u>
<u>Sexually Oriented Business</u>	<u>N</u>
<u>Storage - Self Service Mixed-Use Facility</u>	<u>N</u>
<u>Storage - Self Service</u>	<u>N</u>
<u>Storage of Recreational Vehicles</u>	<u>N</u>
<u>Trailer/RV Camping Facilities</u>	<u>N</u>
<u>Vehicle and Equipment Repair (Major)</u>	<u>N</u>
<u>Vehicle and Equipment Repair (Minor)</u>	<u>P</u>
<u>Vehicle and Equipment Sale and Rental New or Used (Heavy)</u>	<u>C</u>
<u>Vehicle and Equipment Sale and Rental New or Used (Light)</u>	<u>C</u>
<u>Warehouse</u>	<u>N</u>
<u>Warehouse Club</u>	<u>N</u>

ZONING DISTRICT USES		GRMU
PUBLIC AND INSTITUTIONAL	Assembly, Place of	C
	Commuter and Light Rail Facilities and Station	P
	Earth Station (Satellite Dish Farm	N
	Educational Facility	P
	Emergency Care Facility	P
	Environmental Remediation Activities	P
	Farmer's Market	C
	Heliport	N
	Hospital	C
	Liquor Store (State Owned)	C
	Major Facility of a Public Utility	C
	Museum	P
	Open Space and Trails	P
	Parks and Associated Facilities	P
	Park and Ride Facility	N

Power Plant	N
Public Use	C
Recycling Collection Center	N
Recycling Processing Facility	n
Transit Passenger Hub (Intermodal)	P
Wireless Telecommunications Site/Facility	C ²

ZONING DISTRICT USES		GRMU
	Accessory Building	N
	Accessory Dwelling Unit	N
	Accessory Dwelling Unit for Owner or Employee	N
	Accessory Use	P
	Billboard	N
	Domestic Livestock and Fowl	N
	Home Day Care (one to seven children)	N
	Home Day Care (eight to ten children)	N
	Home Occupation	N
	Home Preschool (one to seven children)	N
	Home Preschool (eight to ten children)	N
	Household Pets, Noncommercial	N
	Open/Outdoor Display of Products or Merchandise	N
	Seasonal Use	T ⁵
	Sign - Temporary	T ⁶

	Swimming Pool	P ²
	Temporary Use	T ⁵
	Tennis Court/Sports Court	N

1. Religious institutions are allowed through the provision of a conditional use permit. No other assembly uses as defined in VZC 15.60 of this ordinance are permitted.
2. See VZC 15.34 for additional use development standards.
3. Use is allowed as an accessory use to a principle use.
4. Use shall not exceed 25% of the net square footage of a single building or development.
5. See VZC 15.26 for additional use standards.
6. See VZC 15.48 for signage requirements.
7. In accordance with the District Use Table above, drive-thru facilities complying with all standards listed in Section 15.34.190 Part 1 through 11 of the VZC are considered a permitted use. Drive-thru facilities containing a drive aisle between the building's front façade and the front property line shall require the approval of a conditional use permit. See Part 12 of Section 15.34.190 of the VZC.
8. Mixed-Use Residential may only be permitted by the City Council through approval of a development agreement. The City Council may only approve Mixed-Use Residential that is incorporated into a mixed-use building containing commercial uses located on the ground floor facing the street in which it fronts. Mixed-Use residential will be limited to lot 8 of the Geneva Retail Frontage Subdivision Plat and lots 12, 14 and 15 of the Geneva Retail Frontage Subdivision Plat B.

SECTION 8: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 9: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 10: EFFECTIVE DATE This Ordinance shall be in full force and effect from July 13, 2022 and after the required approval and publication according to law.

SECTION 11: CUSTOM CLAUSE NAMEPublication. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Tyce Flake	_____	_____	_____	_____
Amber Rasmussen	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Cristy Welsh	_____	_____	_____	_____

Presiding Officer

Attest

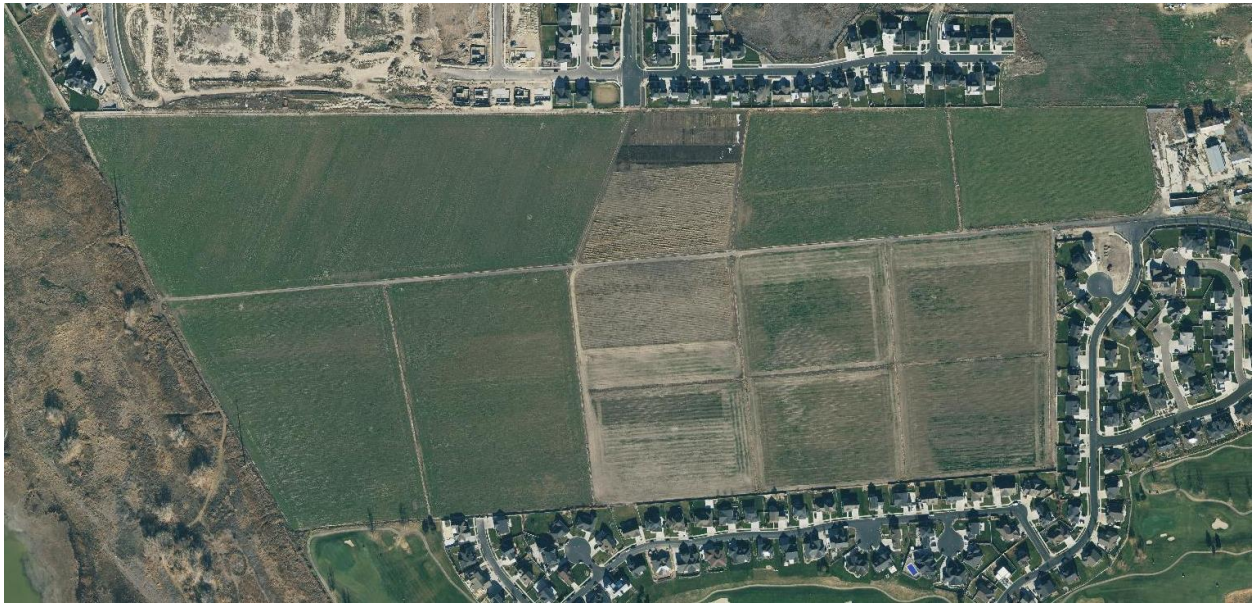
Julie Fullmer, Mayor, Vineyard

Pamela Spencer, City Recorder
Vineyard



Community Development

Date: July13, 2022
From: Morgan Brim, Community Development Director
To: City Council
Item: 9.3 Public Hearing and Consideration of Holdaway Farms Development Agreement
Location: Former Clegg Farm South of Main Street Terminus and west of 400 South Terminus
Applicant: Cadence Homes and Goodboro Homes



BACKGROUND

The city recently approved a zone change for the former Clegg Farm development to accommodate a neighborhood plan of the proposed Holdaway Farms development. The attached development agreement among other things, provides timelines for infrastructure, phasing of residential units, city participation of collector roads, and development process considerations. The applicant has submitted a preliminary plat for the development and plans to submit final plats for each phase as the project develops.

PLANNING COMMISSION

The Planning Commission held a public hearing on June 22, 2022 and received one public comment from a resident. It was suggested the city widen 400 South from Holdaway Road to Geneva Road to a 77-foot right-of-way to accommodate traffic.

The Planning Commission forwards a positive recommendation of Ordinance 2022-10 to the City Council with an amendment to clarify the overnight parking program utilize the parking permit format. This change has been incorporated into the development agreement.

PROPOSED MOTION

"I motion to approve Ordinance 2022-10 Holdaway Farms Development Agreement."

ATTACHMENTS:

Proposed Development Agreement

ORDINANCE NO.
2022-10

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH TO ESTABLISH A DEVELOPMENT AGREEMENT BETWEEN VINEYARD CITY, CADENCE VINEYARD 400, LLC AND GOODBORO VINEYARD HOLDAWAY, LLC, TO ESTABLISH INFRASTRUTURE TIMELINES AND CITY PARTICIPATION, PHASING OF OPEN SPACE, RESIDENTIAL UNITS AND TRAILS, PROVIDING A PROJECT DESCRIPTION, ZONING AND DENSITY, ESTABLISHING PARAMETERS FOR EASEMENT AND PUBLIC UTILITIES, STORM WATER DETENTION, ROADWAY TYPES, MUNICIPAL SERVICES AND CITY PROCESSES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Vineyard is authorized to enter into a development agreement with for the betterment of the public with land developers; and

WHEREAS, the Planning Commission held a public hearing on June 22, 2022, and after fully considering public comment and staff analysis recommended approval to the City Council; and

WHEREAS: the City Council having reviewed the proposed text amendments, held a public hearing on June 29, 2022; and

WHEREAS the City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed development agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1 Attached: Development Agreement

Section 2: REPEALER CLAUSE. All City of Vineyard Plans, which are in conflict herewith are hereby repealed.

Section 3: SAVINGS AND SERVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 4: PUBLICATION. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 5: EFFECTIVEDATE. This Ordinance shall be in full force and effect after its passage, approval, and publication according to law.

PASSED by the CITY COUNCIL and APPROVED by the Mayor of Vineyard, Utah on this _____ day of _____ 2022.

Mayor Pro Tempore

ATTEST:

Deputy Recorder

When recorded, return to:

Parcel ID: [_____]

DEVELOPMENT AGREEMENT
(Cadence / Goodboro Vineyard Project)

This Development Agreement (the “**Agreement**”) is entered into the ____ day of _____, 2022 (the “**Effective Date**”), by and between Vineyard City, a Utah municipal corporation (the “**City**”), and Cadence Vineyard 400, LLC, a Utah limited liability company (“**Cadence**”), and Goodboro Vineyard Holdaway, LLC, a Utah limited liability company (“**Goodboro**,” and together with Cadence, “**Developer**”). Each of the City and Developer are sometimes referred to in this Agreement as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

A. Developer owns approximately 92 acres of land located within the boundaries of the City, as more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Developer desires to develop the Property in accordance with the neighborhood plan attached hereto as Exhibit B and incorporated herein by this reference, which has been approved by the City (as the same may be revised, amended or modified the “**Neighborhood Plan**”), including all future improvements to be located therein (the Property, together with all such improvements, is referred to as the “**Project**”), which Neighborhood Plan, for purposes of clarity, does not include the church-owned properties located within or adjacent to the Project.

C. The Property is subject to the City’s Laws, including without limitation the City’s Zoning Code (section 15.02 et seq.), and specific provisions on Development Agreements (section 15.16 et seq.), pursuant to which this Agreement may control over certain provisions of the City’s Laws with respect to matters set forth herein.

D. The lots associated with the Project will be developed into (i) 295 single-family detached residences, of which approximately 127 single-family detached units will be in an age-restricted community (depicted as those lots colored orange on page 2 of the attached Neighborhood Plan), and (ii) one or more parks, trails, alleys, local amenities, and other uses, all as more particularly described and depicted in the Neighborhood Plan and in this Agreement.

E. The City Council has reviewed this Agreement and determined that it is consistent with the Municipal Land Use, Development, and Management Act, Utah Code Section 10-9a-101, et seq. (the “**Act**”), the Ordinances (defined below), and the City of Vineyard General Plan, and that this Agreement provides for and promotes the health, safety, welfare, convenience, aesthetics,

and general good of the community as a whole. This Agreement does not contradict, and specifically complies with, and is governed by the Act. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of, the Act.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which the Parties agree are contractual in nature and are not merely recitals, and the goals of the City and Developer, which include the coordinated development of the Project to achieve a development of the highest quality, the Parties agree to be legally bound as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to reduce to writing the respective understandings and agreements of the Parties with regard to the development of the Project and implementation of the Neighborhood Plan. To the maximum extent permissible under the laws of Utah and the United States, it is the intent of the City and Developer that this Agreement incorporates the uses and density rights granted to Developer and the Project pursuant to the Neighborhood Plan, including Developer’s “vested rights” pursuant to the Act as reflected in the Neighborhood Plan. All Plats (defined below) for the Project are subject to the ordinances, regulations and policies of the City governing the development of real property within the City as of the Effective Date, including the Zoning Ordinance (defined below) (collectively, the “**Ordinances**”), provided that any conflict between the Ordinances and the provisions of this Agreement shall be controlled by this Agreement.

3. Definitions. In addition to the other capitalized terms defined elsewhere in this Agreement, the following terms shall have the respective meanings indicated below:

(a) “City’s Laws” means, collectively, all City ordinances, rules, and regulations, including the provisions of the City’s General Plan, the City’s Zoning Code, the City’s engineering and development standards and specifications, and any permits issued by the City pursuant to the foregoing ordinances and regulations.

4. Allowed Uses and Approval.

(a) The uses allowed within the Project, as specified in the Neighborhood Plan, are incorporated into this Agreement. All Plats shall be reviewed, and approved or denied by the City, in accordance with the procedures of the Ordinances in effect when the application for the respective Plat is determined to be complete, provided that any conflict between the Ordinances and the provisions of this Agreement shall be controlled by this Agreement. Upon the approval of the Neighborhood Plan by the City, Developer received a vested right to develop the Project as described herein and in accordance with the Neighborhood Plan, subject to Developer’s compliance with the Zoning Ordinance and other Ordinances not inconsistent with this Agreement.

(b) In accordance with the Ordinances, Developer will submit preliminary and final subdivision plats (each a “**Plat**” and collectively the “**Plats**”), consistent with the

Neighborhood Plan and this Agreement, whether in one submission or a series of submissions associated with phased development, and all other documentation required and deemed necessary by the City for compliance of the Project with the Ordinances. The Plats shall include all improvements required by this Agreement, in accordance with the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), including setbacks, infrastructure, utilities, landscaping, open space, easements, grading, drainage, fences, sound barriers and architectural design as necessary under the Ordinances to obtain City approval. In the event that the City rejects or requests modifications to a Plat due to inconsistency between such Plat and the Neighborhood Plan or this Agreement, Developer shall cause a new or corrected Plat to be prepared and submitted to the City. All portions of the Project must be developed in accordance with the approved Plats, the Ordinances and construction standards of the City (to the extent not inconsistent with the Neighborhood Plan or this Agreement), and those specific approvals that Developer may request and the City may hereafter approve.

(c) Developer shall provide all documents and information necessary for the issuance of building permits by the City, including specific construction plans and specifications for all required Project improvements. Developer agrees to provide appropriate and complete applications to the City for review. If Developer provides an incorrect or incomplete application, the City shall notify Developer that such application is incorrect or incomplete in accordance with the City's Zoning Code after Developer provides such application. Upon receipt of a complete application, the City agrees to process application(s) in accordance with City's Zoning Code and policy. The City has no obligation to review incomplete or non-conforming applications.

5. Description of Project; Zoning; Density.

(a) The Property, is identified on Exhibit A attached hereto. Any further changes to the legal description of the Property shall be authorized only upon written amendment to this Agreement, in accordance with the terms hereof. The Neighborhood Plan is identified on Exhibit B attached hereto, which includes the locations, uses, density, and other specifications of the Project, including approximate location of parks, trails, open space, amenities, road and street systems, alleys and other improvements and uses designated therein.

(b) Developer intends to develop the Project in accordance with the City's Holdaway Farms Special District residential zone, which zoning ordinance is set forth on the attached Exhibit C (the "**Zoning Ordinance**"). The Zoning Ordinance permits the development of the Project, in terms of allowed uses and allowed densities, consistent with this Agreement, including without limitation the Neighborhood Plan.

(c) Whenever required by this Agreement to design, construct, install, operate, or maintain any infrastructure, improvements, facilities, or services, the City and Developer agree to comply with the Ordinances or the requirements of the applicable service provider or agency, with authority, as applicable, for such design, construction, installation, operation, or maintenance, in effect at the time a Plat is determined complete.

(d) The Neighborhood Plan and the Zoning Ordinance shall provide the density basis for all Plats presented to the City. The maximum total base residential dwelling units allowed within the Project are set forth in the Zoning Ordinance and the Neighborhood Plan.

6. Phase Development. The Project will be developed in phases as set forth in Exhibit D, and the same may be modified by the Plats, (the “Phasing Plan”) as approved by the City. Phasing of the Project shall take into account and be accomplished so as to ensure continuity and orderly development of the Project, coordination in connection with the installation of infrastructure improvements, future road and utility capacity needs, availability of access to all portions of the Project and related considerations. The phasing of the Project shall be constructed as presented in the approved neighborhood plan, except for those changes noted in the Phasing Plan. At a minimum, open space and park areas shall be constructed with amenities, parking, and infrastructure as indicated in the Neighborhood Plan. A site plan for each park space shall be approved by the Planning Commission and City Council. Within each phase of the Development, the Developer must complete the infrastructure, street, and park improvements within that phase before the City shall be obligated to issue a prior to City may withhold a certificate of occupancy for any lot constructed within that same phase.—

(a) Park spaces shall be completed and receive final approval from the City as follows:

(i) Park labeled as East Entrance Park on the Phasing Plan shall be platted with Phase 3 and completed prior to issuance of the 103rd certificate of occupancy a certificate of occupancy for any of the lots developed within the same phase;

(ii) Parks labeled as Community Park (Lakeside Park) Bike Trail Park and Holdaway Park on the Phasing Plan shall be platted with Phase 7 and completed prior to the issuance of a the 221st certificate of occupancy for any of the lots developed within the same phase;

(b) The club house, pool, and associated private amenities of the age-restricted community shall be platted with Phase 4 and constructed and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase of the 63rd unit within such age-restricted community.

(e) Street improvements, including sidewalks, planters, curbs, gutters, trails, and roadways, shall be completed and receive final approval from the City as follows:

(c)

(i) 400 Main Street Connection, and Sleepy Ridge Connection to 30 West, via Main Street, to Stillwater shall be platted with Phase 1 and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase; and will be completed in phase 1.

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~~400 South to western and eastern termini shall be platted with Phase 2 and completed prior to the issuance of a certificate of occupancy for any of the lots developed within the same phase.~~

~~6.(ii) South connection to Main Street from 400 South and Main Street Connection~~

7. Dedication and Easements. All dedications and easements required as part of Plat approval in favor of the City or other service provider or agency under the terms of this Agreement shall be provided to the City or other service provider or agency at the time of Plat approval or at an earlier time as may be agreed to by the City and Developer and/or other service provider or agency.

8. Public Utilities. Developer shall pay for the construction and installation of utilities within the Project as may be required to service the Project under applicable law, including all municipal water and sewage services to the Property, and all electrical lines, natural gas lines, telecommunication and cable television lines, and so forth (collectively, the “Utilities”). With respect to those Utilities already in place and adjacent to the Property, the Developer shall make all connections at similar or corresponding sizes; provided however, that if any connection is larger than that which would be required to service the Project under applicable law and as established by an engineering study approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, or to the extent the City otherwise requires any enlargement of the Utilities in excess of the minimum requirements to service the project under applicable law, the City shall bear the incremental cost of such upsizing. The City agrees to allow Developer to connect the Project to the City’s municipal water systems, the City’s off-site wastewater lines and mains, and sewer lines, lift stations, and other facilities in conformance with applicable design, construction and engineering standards and requirements and to provide the Utilities services to the Property with sufficient capacity to service the Project. The City agrees to cooperate with Developer, and to take all reasonable actions necessary to provide the Utilities to the Project at the minimum level of service required by the City Engineer. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations for culinary water facilities, services, quality standards and controls. All impact fees charged by the City in connection with the development of the Property and the approval of Plats shall be calculated based on the City’s impact fee schedule as in effect on the Effective Date.

9. Storm Water Detention. Developer acknowledges and agrees that it shall be responsible for the financing and construction of storm water detention facilities of an adequate size to handle on-site storm water runoff generated by the Project. To the extent that storm water detention facilities or other storm water infrastructure improvements are required by the City to be sized to accommodate storm water runoff generated off-site from the Property, the City agrees to pay for the additional costs necessary to create sufficient excess capacity to handle storm water runoff generated off-site, the improvements for which shall be located within the areas designed by Developer and approved by the City. The final design and configuration of the detention facilities shall be subject to approval, as applicable, by the City, Utah County, the applicable flood control board, and Developer as part of the Plats. The storm water detention facilities shall be dedicated and transferred to the City upon completion, except for those storm water detention facilities that are located within that portion of the Property affected and maintained by a private

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homeowners' association, as reasonably determined by the City Engineer and submitted to the City Council for approval with the Plats. Storm water facilities dedicated to the City shall not be considered as open space or park space, either fully or partially; provided however, that underground storm water facilities may be located beneath open space and park space with approval by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed, assuming such siting won't interfere with other uses of said open space or park space.

10. Roads. Except as otherwise provided below, Developer agrees to improve, dedicate and convey to the City, at no charge to the City, such land and rights-of-way (including temporary construction easements) as necessary for the roads, sidewalks, and curbs and gutters located on the Property as set forth on the Neighborhood Plan (collectively, the "**Roads**"). Developer agrees that it shall be responsible for financing and construction of Roads within the Property of an adequate size to handle traffic generated by the Project itself as reasonably determined by the City Engineer and in conformance with the City's Laws. The final design and configuration of the Roads shall be consistent with the Neighborhood Plan and shall be subject to approval, which approval shall not be unreasonably withheld, conditioned or delayed, by the City and Developer as part of the Plats. Upon satisfactory completion of construction, inspection, and acceptance by the City of any Roads that are constructed by Developer, such Roads shall be transferred to the City. Notwithstanding the foregoing, (a) to the extent the City requires the Developer to "upsized" any Roads beyond the size required to provide an adequate level of service or that which is designated and described in the approved Neighborhood Plan, the City shall be responsible for all construction costs related to such upsized Roads in excess of the construction costs that would otherwise be expended if such Roads were developed to the size necessary to achieve an acceptable level of service or to be consistent with the approved Neighborhood Plan., which level of service shall be determined by a Traffic Impact Study (TIS) submitted to and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed; and (b) in the event the City requires any of the Roads to be constructed earlier than indicated in the attached Phasing Plan, (i) the City shall fund the construction activities and all such construction costs that result directly from changing the Phasing Plan, and (ii) Developer will reimburse the City for its share of approved construction costs, excluding costs attributed to upsizing such Roads, through impact fees, assessments, or payments of money, as agreed to between the City and Developer. Prior to incurring any additional costs due to upsizing Roads, the Developer shall provide itemized costs estimate to the City Engineer for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, to enter into an agreement between the City and Developer. Such construction costs shall include, without limitation, any design, engineering, labor, materials, and other associated costs and expenses, but shall exclude internal costs of Developer and City personnel. The City shall not be obligated to pay any costs for which it did not receive and approve a cost estimate in advance.

(a) With the exception of the approximately four-hundred and forty foot (440') segment of 400 South between the Developer's property line and Holdaway Road (the "Holdaway Segment"), which Holdaway Segment shall be sixty-five feet (65') wide. Developer shall construct all roadway improvements on 400 South (from Lake View Drive west to Main Street) and on Main Street (from 400 South north to the northern border of the Project) as a seventy-seven-foot (77') Parkway Street (collectively, the "Parkway Streets") according to the specifications, cross section, and other descriptions of such roadway improvements in the Neighborhood Plan. The City recognizes that, according to the May 2, 2022 Cross Section Analysis performed by Hales

Engineering, a copy of which is attached hereto as **Exhibit “X”** and incorporated herein by reference, seventy-seven feet is wider than would be necessary to provide an adequate level of service for traffic impacts resulting from the Project directly. Developer estimates the cost of upsizing the Parkway Streets to be approximately Two Hundred Twenty-Five Thousand Dollars (\$225,000). To pay for the increased cost of upsizing the Parkway Streets, the City agrees to reimburse Developer for its actual costs of constructing the roadway portion of the Parkway Streets ~~Street~~ up to a not-to-exceed cost of Two Hundred-Fifty Thousand Dollars (\$250,000). Developer shall bear any actual costs in excess of this not-to-exceed amount. For all roadways except the Holdaway Segment, the Developer shall be solely responsible for the cost of all sidewalk, planter, curb, gutter, and trail segments ~~portions of the Parkway Streets. For the Holdaway Segment, the City shall reimburse Developer for the actual costs of the sidewalk, planter, and trail portions of the street. The City and Developer shall coordinate with the adjacent landowner to design the Holdaway Segment at a the reduced width of sixty-five feet (65') but with trail and sidewalk connections of similar width to the Parkway Street Cross-Section contained in the Neighborhood Plan.~~

(b) An “Alley” is defined as a paved road section that that is dedicated as a secondary means of access to an abutting property. Alleys constructed as part of the Project shall be dedicated to a private homeowners’ association and maintained by the same. In the event that a private homeowners’ association is unable to maintain the Alleys, then the Plats shall be recorded with each Alley dedicated to the homeowner directly abutting each Alley. The City shall not accept dedication of any Alley of the Project.

(c) The City shall approve on-street parking along the public roads of the project if such parking does not encroach into the established travel lanes. Developer shall enter into the City’s overnight street parking program and, accordingly, shall limit on-street parking to roads as defined by the terms of that program. This overnight, on-street parking shall not be considered as approved parking towards applicable City parking requirement standards.

(d) The Developer shall coordinate with the City and the developer of the property adjacent to the Property’s northern border (Home Center) to stub a Road connection to East Zinfandel Lane from the Project prior to the City’s issuance of the 103rd certificate of occupancy in the overall Project. This connection shall be paid for by the developers of the respective properties.

(e) The Developer shall conduct a traffic calming study and provide engineering recommendations to the City Engineer for East Zinfandel Lane, to include the street section within the City’s maintained section. The Developer shall incorporate traffic impacts from and due to the Project when evaluating and providing recommendations.

11. Reimbursement. Developer agrees to construct the upsized public utilities and roadway improvements required by this Agreement according to the timeframes contained in the Phasing Plan. Developer will furnish, or cause to be furnished, all labor, equipment, materials, manpower, and supplies which are necessary to adequately and completely construct these improvements. No materials, supplies, labor, or equipment will be furnished by the City unless agreed to in writing by the City. Developer shall construct or cause the improvements to be constructed in a workmanlike manner. The Developer shall have the responsibility to pay its

contractor(s). Payment will be made to the Developer from the City in a lump sum payment at the end of constructing the improvements and acceptance by the City. The Developer shall be paid within sixty (60) days following the day in which a billing statement is received by the City from the Developer. To mitigate against disputes over the cost of the public utility improvements, the Developer shall submit the contractor's estimate for the cost of the Work to the City for pre-approval, which pre-approval shall not be unreasonably withheld, conditioned or delayed. The City shall reimburse the actual cost, not to include Developer's profits, of the sidewalk and trail improvements along the Holdaway Segment of 400 South, and the roadway improvements along all of the Parkway Streets that exceed the width of the Local Street Cross-Section, not to include Developer's profits. Under no circumstance shall the City be responsible for any costs for roadway improvements exceeding TWO-HUNDRED-FIFTY-THOUSAND DOLLARS (\$250,000.00). The cap in the preceding sentence shall not apply to the City shall pay for the actual cost of the sidewalk and trail improvements along the Holdaway Segment; the City shall reimburse Developer for the actual costs, not to include Developer's profits, of the sidewalk and trail improvements along the Holdaway Segment, in addition to the The City shall be responsible For public utility work, the Developer may add five percent (5%) to the engineered estimate as a contingency. To avoid any disputes about eligible expenses, the City will review and approve, which review and approval shall not be unreasonably withheld, conditioned or delayed an estimate provided by Developer, the estimate to avoid any dispute about eligible expenses after the fact prior to constructing the improvements for which the City is responsible for costs. Reimbursement will be for actual costs and shall not include Developer's profits. If costs remain within the pre-approved amount, including contingency, then the City ~~will~~ shall reimburse such costs without question or delay. Payment of the costs shall be non-refundable.

12. Municipal Services. The City shall provide all City services to the Project that it provides from time to time to other residents and properties within the City including, but not limited to, development services and inspections, road and streetlight maintenance on public streets, police, and other emergency services. Such services shall be provided to the Project as required by applicable law and at the same levels of services, and on the same terms and rates as provided to other residents and properties in the City. Service levels and availability shall be determined by the City during its review and approval of the Phasing Plan. The City may choose not to provide services to any areas outside the approved Phasing Plan unless accepted and approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer shall not construct any areas in which emergency services cannot obtain reasonable access to provide services. The parties acknowledge and agree that Developer may be required to provide secondary emergency access over a temporary construction road during the first phase of the Project.

13. Parks and Open Space. Developer agrees to provide the parks, open space, trails and buffer areas generally as set forth in the Neighborhood Plan. The City agrees that the final size and location of parks, open spaces, trails and buffer areas shall be determined in the Plats, but shall be as generally identified in the Neighborhood Plan. The open space may include recreational areas, pedestrian and bicycle trails, neighborhood parks, and commonly maintained natural or landscaped areas, as approved by the City, which approval shall not be unreasonably withheld. Upon complete construction of such open space, Developer shall convey, dedicate, and/or donate to the City, at no cost to the City, and the City agrees to accept and receive such completed open space areas, in accordance with the City code, as shown on the Plats, after which the City shall be

responsible for the maintenance of such dedicated open space and any improvements thereto. As part of the Plats and as applicable under the City Ordinances, Developer agrees to submit an open space plan to the City for its review and approval in connection with the Plats. The developer shall coordinate with Home Center Construction to extend the planned mid-block crossing into the Sycamores neighborhood as shown in the Neighborhood Plan. The Parties acknowledge and agree that the park depicted in the Neighborhood Plan in the northeast area of the Property shall be developed as a park or public use as determined by the city.

14. City and Other Governmental Permits. The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the approved Plats; (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City; and (c) promptly meet and consider such actions as required by the Act, applicable Ordinances and the Utah Open Meetings Act to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. Before commencement of construction or development of any improvements on the Property, Developer shall, at its expense secure any and all permits which may be required by any other governmental or quasi-governmental agency having jurisdiction over the work or affected by its construction or development. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

(a) Environmental Permits. The Developer understands there may be environmental permits required to develop the Property and shall coordinate with the appropriate state and federal agencies regarding construction activities which may impact the adjacent protected lands (e.g., wetlands). The Developer shall be responsible for all costs associated with environmental study, permits, and additional construction costs as determined by the cognizant state and federal agencies. The Developer shall provide the City with all applicable forms, permits, documentation from those state and federal agencies establishing its work in accordance with those agencies. The Developer understands that any buffers established by those state and federal agencies along protected areas shall be at the expense of the Developer and shall not be reduced from the open space or park areas established in the Neighborhood Agreement, City Laws, or this Development Agreement.

15. Developer Easement and Restrictive Covenants. Developer covenants and agrees that, prior to the closing of Developer's construction loan for the Project, if any, Developer shall, as part of its development of the Project and/or for the benefit of the City, perform or cause to be performed the following: (a) record any restrictive covenants on the Project as provided in the Plats, in form and content consistent with the Neighborhood Plan and reasonably satisfactory to the City; and (b) record any easement on the Project as provided in the Plats, in form and content reasonably satisfactory to the City, for all other public improvements and public utility easements. Developer shall provide the City with a proposed form of each of the foregoing easements and restrictive covenants at least thirty (30) days prior to the submission of the Plats to the City. The City shall provide comments within ten (10) business days of receipt of such proposed forms. The

consent of the City to the forms of easement and restrictive covenants shall not be unreasonably withheld. The City acknowledges that the form of easements and covenants described in this section will also be subject to the review and consent of the lender providing construction financing for the Project, if any, and the City agrees that the City's consent to changes requested by such lender will not be unreasonably withheld. No Accessory Dwelling Units ("ADU"), internal or external, shall be permitted in the age-restricted community on any lot smaller than six-thousand (6,000) square feet. ~~(6,000 sq~~

16. Construction and Inspection. The Project shall be developed by Developer in accordance with the City's Laws, the development standards of the City, and the Neighborhood Plan. Developer shall construct, or cause to be constructed, all improvements on the Project in conformity with all applicable federal, state and local laws, ordinances, rules and regulations. "As built" drawings of public infrastructure improvements for the Project shall be provided to the City without cost and shall include GIS information. The City shall perform periodic inspections of the public improvements to ensure conformance to the Engineer of Record's requirements and the City Engineer's drawings stamped "For Construction", which are installed and constructed by Developer. The City shall hold a preconstruction meeting with Developer, prior to Developer's construction of public infrastructure improvements, to review the requirements for construction operations. The Developer shall not proceed with public infrastructure construction activities of the Project until a Notice-To-Proceed (NTP) is issued by the City Engineer.

17. Model Homes. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have the right to, pursuant to Section 4(c), apply for and obtain a building permit for and construct up to two (2) model homes (the "Model Homes") in conjunction with and before completion of Developer's construction the first phase of infrastructure improvements (the "Phase 1 Improvements"; provided however, that the Phase 1 Improvements must be complete before Developer may obtain certificates of occupancy for the Model Homes. The parties acknowledge and agree that Developer may be required to provide adequate emergency access over a temporary construction road during this phase of the Project.

18. Mortgagee Protections. The City recognizes Developer will be receiving construction financing from a private Lender or its successor and assigns (the "**Lender**"). The City will provide the Lender with thirty (30) days prior written notice of the City's intent to declare a default by Developer under this Agreement. Although otherwise effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of the Lender unless a copy of such notice has been delivered to such Lender in accordance with the immediately preceding sentence. The Lender shall have the right to cure any default of Developer under this Agreement. The City will not unreasonably withhold its consent to provide such other assurance and protections to the Lender by means of an amendment to this section or by separate agreement. In the event of a foreclosure by the Lender, this Agreement shall be binding on the Lender and its assigns, and any purchaser of the Property at foreclosure. The City will agree to allow the Lender to take a collateral security interest in this Agreement and, in the event of a default by Developer to the Lender, to allow the Lender, or a purchaser in foreclosure of the Lender's lien, to assume the obligations of this Agreement and to complete the Project pursuant hereto; provided that any such foreclosure purchaser has reasonably demonstrated that it has the development experience and financial ability to complete the Project in accordance with the terms of this Agreement. In the event of an assumption of this Agreement as permitted by this section, the City agrees to

perform its obligations under this Agreement to the Lender or to such purchaser and to make necessary extensions of deadlines under this Agreement. This section shall not limit or subordinate the City's interests, including but not limited to the rights to collect taxes or impose fines, fees, or remedies against Developer or subsequent owners of property developed pursuant to this Agreement.

19. Default. Neither Party shall be in default under this Agreement unless such Party fails to cure a breach under this Agreement within thirty (30) days after written notice is given to the defaulting Party by the other Party, which notice shall set forth the details of such breach in reasonable detail. If the nature of the defaulting Party's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the defaulting Party shall not be in default if such Party commences performance or cure within such thirty (30) day period (or, if such commencement is impossible due to a Force Majeure (defined below), commences performance or cure when such Force Majeure terminates) and after such commencement diligently prosecutes the same to completion.

20. Notices. Any consent, request, notice or other communication required or contemplated by this Agreement shall be in writing and shall be deemed properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three (3) business days after mailing; (c) if by Federal Express or other nationally recognized overnight courier service, on the next business day after delivered to such courier service for delivery on the next business day; or (d) if by e-mail transmission, on the day of transmission so long as the sender receives no evidence reasonably indicating delivery was unsuccessful, to the addresses set forth on the signature pages, or at such other address as the party to be served with notice has furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

21. Conveyances. All dedications and conveyances of property to the City, as contemplated herein, shall be made by special warranty deed, free and clear of all financial liens and encumbrances, such as mortgages, deeds of trust, mechanic or materialmen's liens, but otherwise subject to all matters of record except as the Parties may otherwise reasonably agree.

22. Governing Law; Attorneys' Fees. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Utah. In the event of default by any Party, or if any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the Party prevailing in such action shall be entitled to recover from any defaulting Party reasonable attorneys' fees, costs and expenses incurred in enforcing, interpreting or terminating this Agreement.

23. Time. Time is of the essence with respect to all time periods contained in this Agreement.

24. Interpretation; Incorporation. The titles and headings contained herein are for convenience only and do not define, limit or construe the contents of this Agreement. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." All recitals and exhibits to this Agreement are incorporated herein by reference and are deemed an integral part of this Agreement.

25. Further Assurances. Each Party to this Agreement shall undertake all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated herein. All provisions and requirements of this Agreement shall be carried out by each Party hereto as allowed by law.

26. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting land use ordinances or other ordinances and regulations, provided, that in no case shall the future exercise of the City in enacting said ordinances and regulations limit or change in any manner the allowed uses, densities, rights and obligations granted by the Neighborhood Plan or this Agreement. Developer understands that it is required to comply with future changes, amendments, or revisions to City ordinances and regulations that do not change the allowed uses or densities for the Project, as identified by this Agreement. If the City, in its legislative power, imposes a temporary zoning regulation for a compelling and countervailing public purpose, all obligations required by Developer, under the terms of this Agreement, shall be suspended and held in abeyance for the duration of the temporary zoning regulation, as enacted by the City.

27. State and Federal Law – Invalidity. Both the City and Developer mutually agree that the rights and obligations created by this Agreement are only such as are consistent with state and federal law. Both the City and Developer further agree that if any provision of this Agreement becomes inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, the balance of the Agreement remaining in full force and effect. If the City's approval of the Neighborhood Plan or any Plat is determined to be invalid by a court of competent jurisdiction, then, at Developer's option, this Agreement shall also be null and void.

28. Assignment. Neither this Agreement, nor any of the provisions, terms or conditions hereof can be assigned by Developer to another party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Such assignments shall be subject to review by the City which is intended to provide assurances that the proposed assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Agreement. The City shall review and approve, approve with conditions or deny all proposed assignments by Developer to a subsequent fee owner, as required by this Section, within twenty-one (21) days of notice of proposed sale, assignment, or other transfer. If the City takes no action to either approve (with or without conditions) or deny a proposed assignment, the assignment shall be deemed approved by the City. If the City in good faith determines that the proposed assignee does not have sufficient financial ability to assume and carry out the affirmative provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Developer shall remain responsible for the performance of all obligations of this Agreement. Notwithstanding the foregoing, the City hereby consents to the assignment by Developer of any or all of its rights under this Agreement to its Lender, provided that notice of the assignment is given to the City of such assignment promptly after the transfer is accomplished. The rights of the City under this Agreement shall not be assigned.

29. Agreement to Run with the Land; Priority. This Agreement shall be recorded in the office of the Utah County Recorder against each Property and is intended to and shall be deemed

to run with the land, and shall be binding on all successors and assigns of Owner in the ownership or development of any portion of the Project, senior to any debt security instruments encumbering the Property except as provided in Section 18. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners of the Property only if the Agreement is transferred or assigned in accordance with the provisions of Section 28 above.

30. Relationship of Parties; No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto nor create any rights or benefits to third parties.

31. Amendments; Waivers. This Agreement may be amended, waived or enforced only by the Parties hereto. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party. This Agreement may be amended only in a writing signed by all of the Parties hereto.

32. Force Majeure. The time within which actions must be completed under this Agreement shall be extended for a period of time equal to the period of any delay directly affecting construction that is caused by (a) fire, flood, war, earthquake or other acts of God, (b) strikes, acts of public enemy, riot or insurrection, (c) unanticipated environmental testing or remediation, (d) governmental regulation of the sale or transportation of materials, supplies or labor, (e) disruptions in the availability of labor or materials, (f) plague, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other governmental restrictions in response thereto, (g) unanticipated delays in obtaining Lender approvals due to characteristics of the Project, (h) changes in applicable building codes or interpretations thereof or (i) delays caused by the City in the reviewing and approving Developer's submittals in excess of the City's normal practices (each a "**Force Majeure**").

33. Entire Agreement; Counterparts. This Agreement, together with the exhibits attached hereto, and all regulatory approvals given by the City for the Project, contain the entire Agreement of the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

34. Term of Agreement. This Agreement shall be for a period of fifteen (15) years following the date of recording of this Agreement; provided, however, that upon the expiration of such initial twelve (12)-year term, if this Agreement has not been previously terminated and if Developer has substantially complied with the terms of this Agreement, Developer shall have the option, exercisable by written notice to the City, to extend the term of this Agreement for an additional five (5) years.

35. Severability. If any part or provision of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such adjudication shall not affect any other parts or provisions of this Agreement, all of which shall remain in full force and effect.

36. Approval of Agreement. The Parties hereby represent and warrant, as applicable, as follows: (a) Developer certifies that the person executing this Agreement on behalf of Developer is duly authorized and fully empowered to execute the same for and on behalf of Developer; and (b) the City certifies that the execution and delivery hereof has been approved at a duly convened meeting of the City Council and the same is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

[Signature pages follows]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement by and through their respective duly authorized representatives as of the Effective Date.

DEVELOPER:

CADENCE VINEYARD 400, LLC,
a Utah limited liability company

By: _____

Name: _____

Title: _____

Address: _____

Attention: _____

Email: _____

With a copy to:

Address: Bennett, Tueller, Johnson & Deere

3165 E. Millrock Drive, Suite 500
Salt Lake City, Utah 84121

Attention: Paul M. Johnson

Email: pjohnson@btjd.com

STATE OF _____ }

} ss.

COUNTY OF _____ }

On the ____ day of _____ 2021, personally appeared before me _____, the signer of the above instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

Notary Public
My Commission Expires: _____

[Signature page to Development Agreement]

GOODBORO VINEYARD HOLDAWAY,
LLC, a Utah limited liability company

Address: _____
 Attention: _____
 Email: _____

Bennett, Tueller, Johnson & Deere
Address: 3165 E. Millrock Drive, Suite 500
Salt Lake City, Utah 84121
Attention: Paul M. Johnson
Email: pjohnson@btjd.com

On the ____ day of _____ 2021, personally appeared before me _____, the signer of the above instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

[Signature page to Development Agreement]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement by and through their respective duly authorized representatives as of the Effective Date.

CITY:

VINEYARD CITY,
a Utah municipal corporation

By: _____

Name: _____

Title: _____

Address: _____

Attention: _____

Email: _____

With a copy to:

Address: _____

Attention: _____

Email: _____

STATE OF _____ }
 } ss.
COUNTY OF _____ }

On the ____ day of _____ 2021, personally appeared before me _____, the signer of the above instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he/she executed the same.

Notary Public
My Commission Expires: _____

[Signature page to Development Agreement]

EXHIBIT A

(Legal Description of Property)

EXHIBIT B
(Neighborhood Plan)

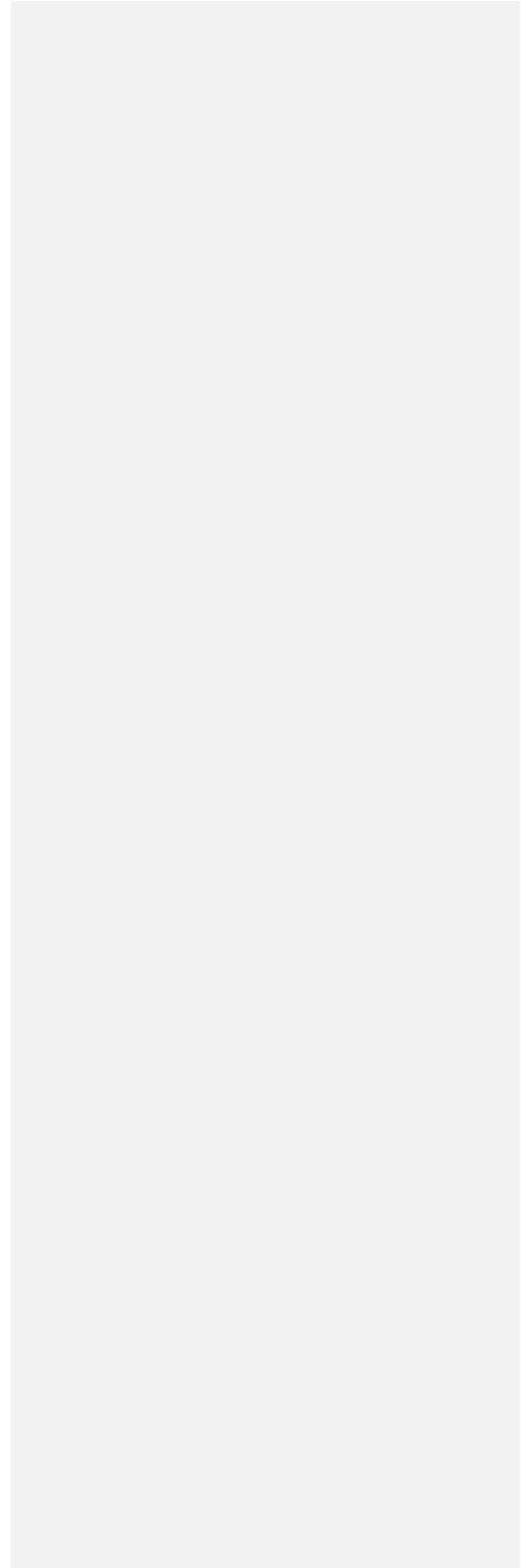
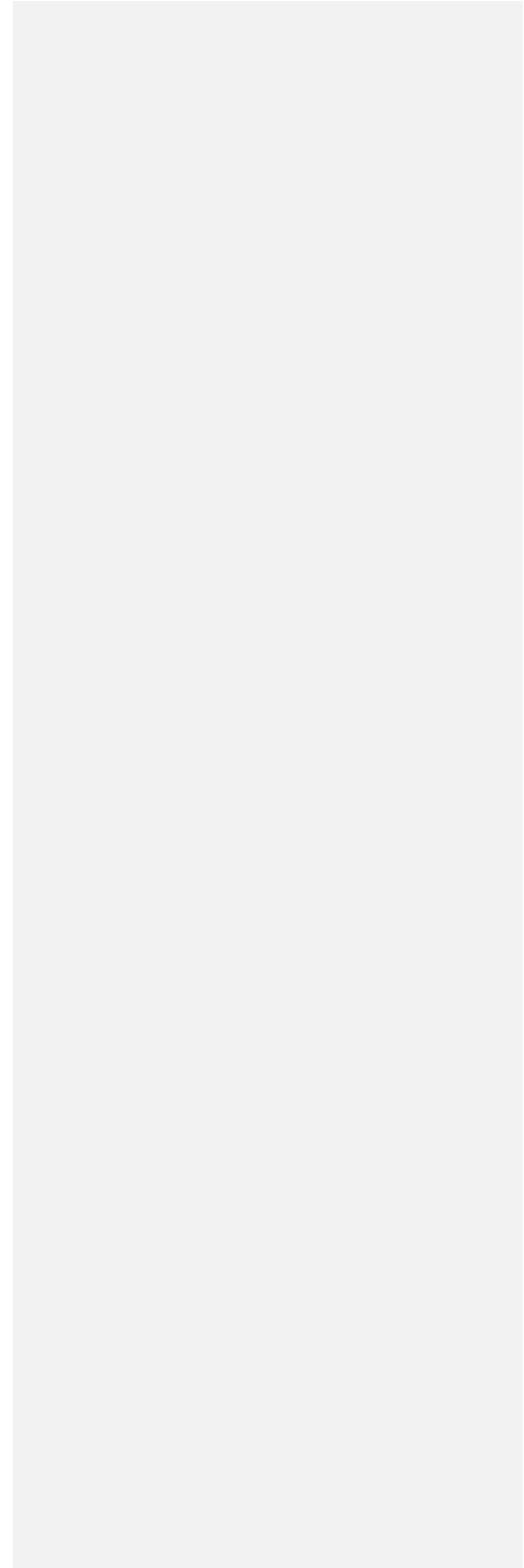


EXHIBIT C
(Zoning Ordinance)

EXHIBIT D

(Phasing plan of the Project)





Holdaway Farms District Neighborhood Plan: Application Exhibits

INITIAL SUBMISSION: October 1, 2021

REVISED: November 1, 2021

REVISED: November 15, 2021

REVISED: January 21, 2022

FINAL: April 21, 2022



CHARACTER AND THEME PLAN

HOLDAWAY FARMS NEIGHBORHOOD



CHARACTER AND THEME PLAN: GENERAL ARCHITECTURE

ESTATE LOTS

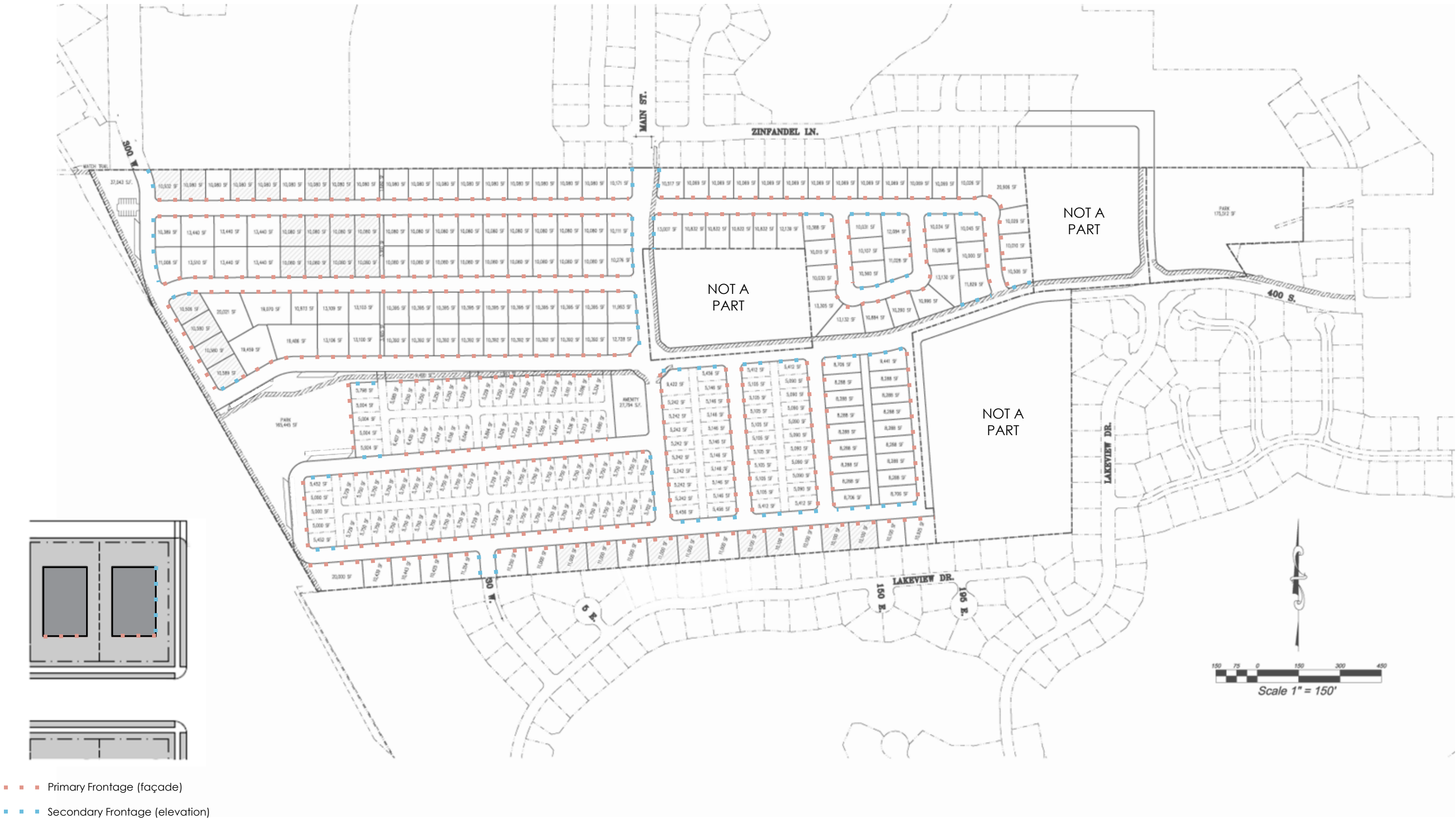




COTTAGE STREET ELEVATION

HOLDAWAY FARM
COTTAGE COLLECTION
VINEYARD ~ UTAH

CHARACTER AND THEME PLAN: ARCHITECTURAL FRONTAGE PLAN



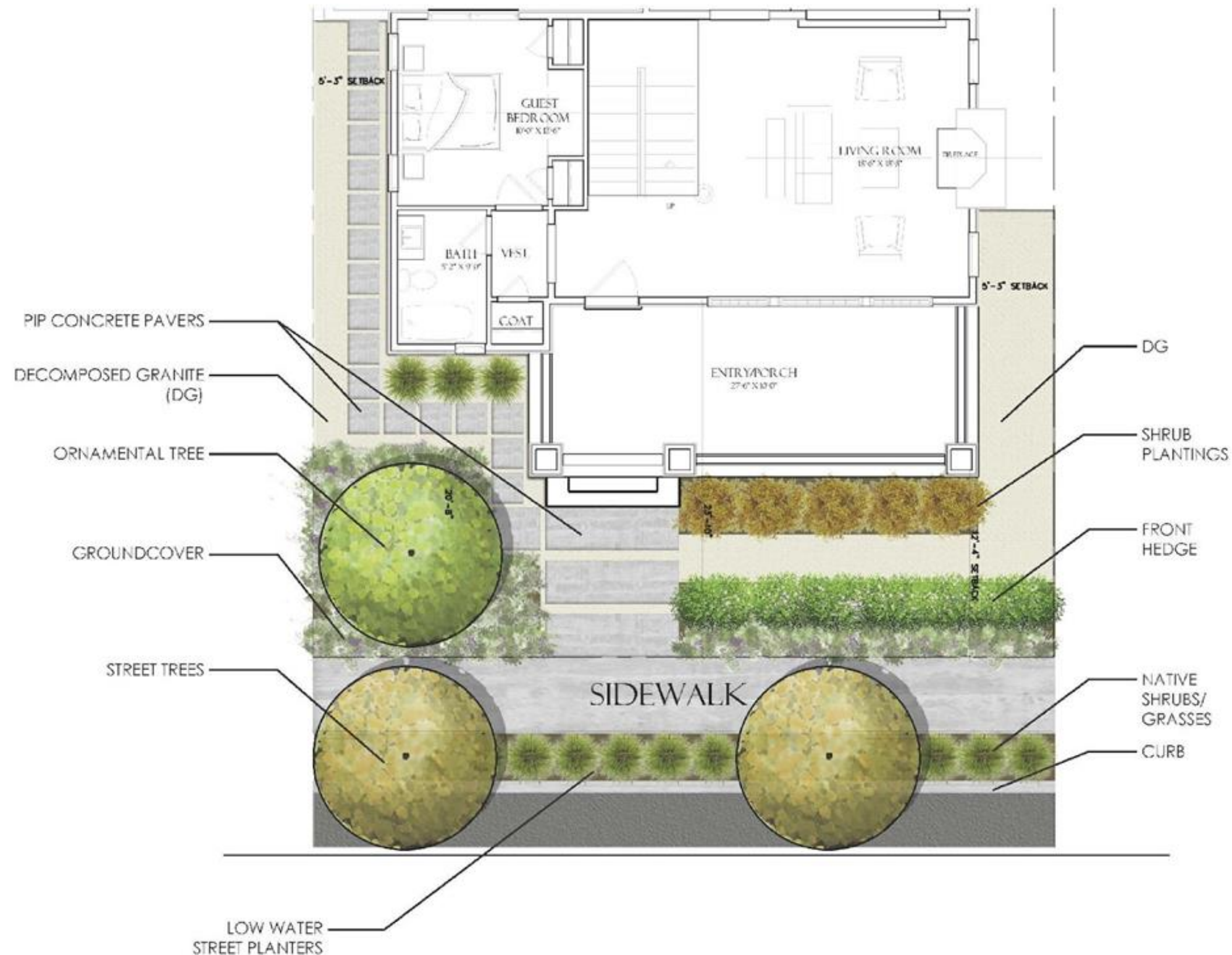
CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING

ALL LOTS

Waterwise Landscape

- Utilize native and/or drought tolerant trees, shrubs, grasses, and ground covers.
- Eliminate unnecessary turf, especially in areas with low usage (e.g. under trees, sidewalk strips, etc.).
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Increase permeability wherever possible by hardscape materials such as decomposed granite, pavers, and gravel instead of putting impermeable concrete everywhere.
- Encourage on-site water retention with proper grading and aesthetic elements such as dry creek beds or rain gardens.
- Use proper mulching to retain moisture, prevent site degradation, and add aesthetic appeal.

Typical Front Yard Plan w/ Streetscape - Option 1



CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING

ALL LOTS

Traditional, Low Maintenance

- Utilize native, drought tolerant, or low maintenance shrubs for front hedges
- Install turf that is well suited for walking/ playing and is adapted to arid Intermountain West conditions.
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Utilize waterwise principles where possible for plantings.

Typical Front Yard Plan w/ Streetscape - Option 2



CHARACTER AND THEME PLAN: TYPICAL FRONT YARD LANDSCAPING ALL LOTS

Traditional, Gardens

- Utilize waterwise principles where possible for shrubs and hedges.
- Install turf that is well suited for walking/ playing and is adapted to arid Intermountain West conditions.
- Utilize efficient irrigation systems with elements such as drip lines, smart controllers, or scheduled watering.
- Provide elements such as mixed planting beds and raised boxes for homeowners who are more "hands-on" in the garden.

Typical Front Yard Plan w/ Streetscape - Option 3



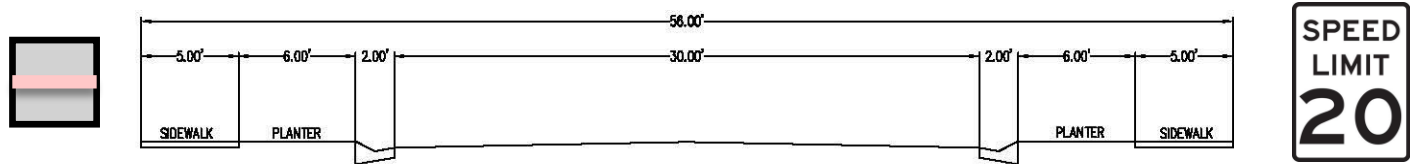
CHARACTER AND THEME PLAN: COMMUNITY SIGNAGE

SIGNAGE TYPE	SPECIFICATIONS	
ADDRESS SIGN 	Quantity	1 per address
	Area	2 sqft max
	Width	24 inch max
	Height	12 inch max
	Depth / Projection	3 inch max
	Clearance	4.5 ft min
	Apex	N/A
	Letter Height	6 inch max

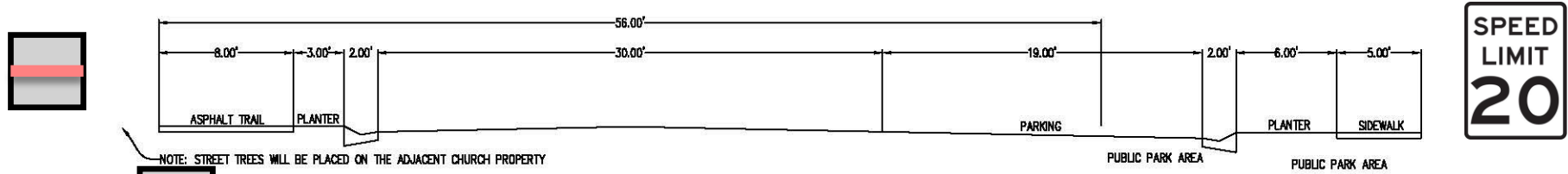
SIGNAGE TYPE	SPECIFICATIONS	
MONUMENT SIGN 	Quantity	1 per vehicular entrance
	Area	Sign - 36 sqft max.
	Width	Sign - 6 foot max.
	Height	Sign - 6 foot max.
	Depth / Projection	N/A
	Clearance	N/A
	Apex	Sign - 8 foot max.
	Letter Height	N/A



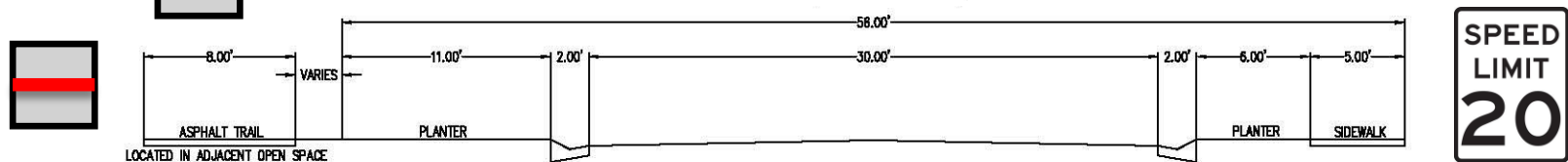
PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN



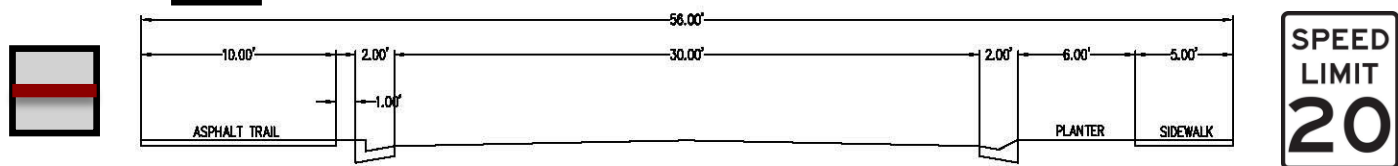
56' LOCAL STREET CROSS-SECTION



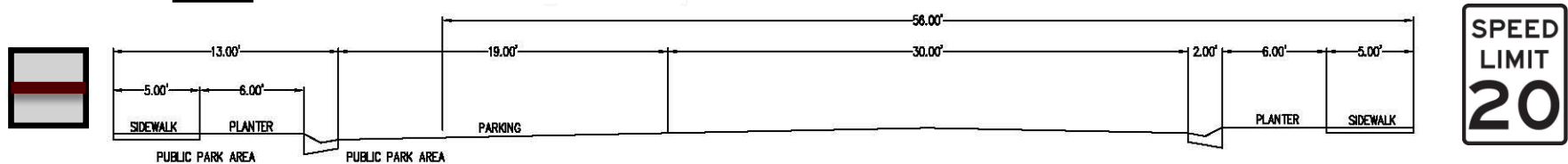
56' LOCAL STREET CROSS-SECTION WITH TRAIL ON LAKEVIEW DR. & PARKING ADJACENT TO PARK



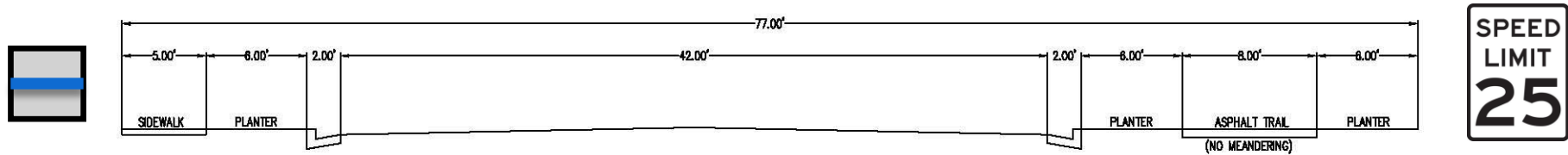
56' LOCAL STREET CROSS-SECTION WITH TRAIL ON 400 SOUTH



56' LOCAL STREET CROSS-SECTION WITH LAKESIDE TRAIL



56' LOCAL STREET CROSS-SECTION WITH PARKING ADJACENT TO PARK



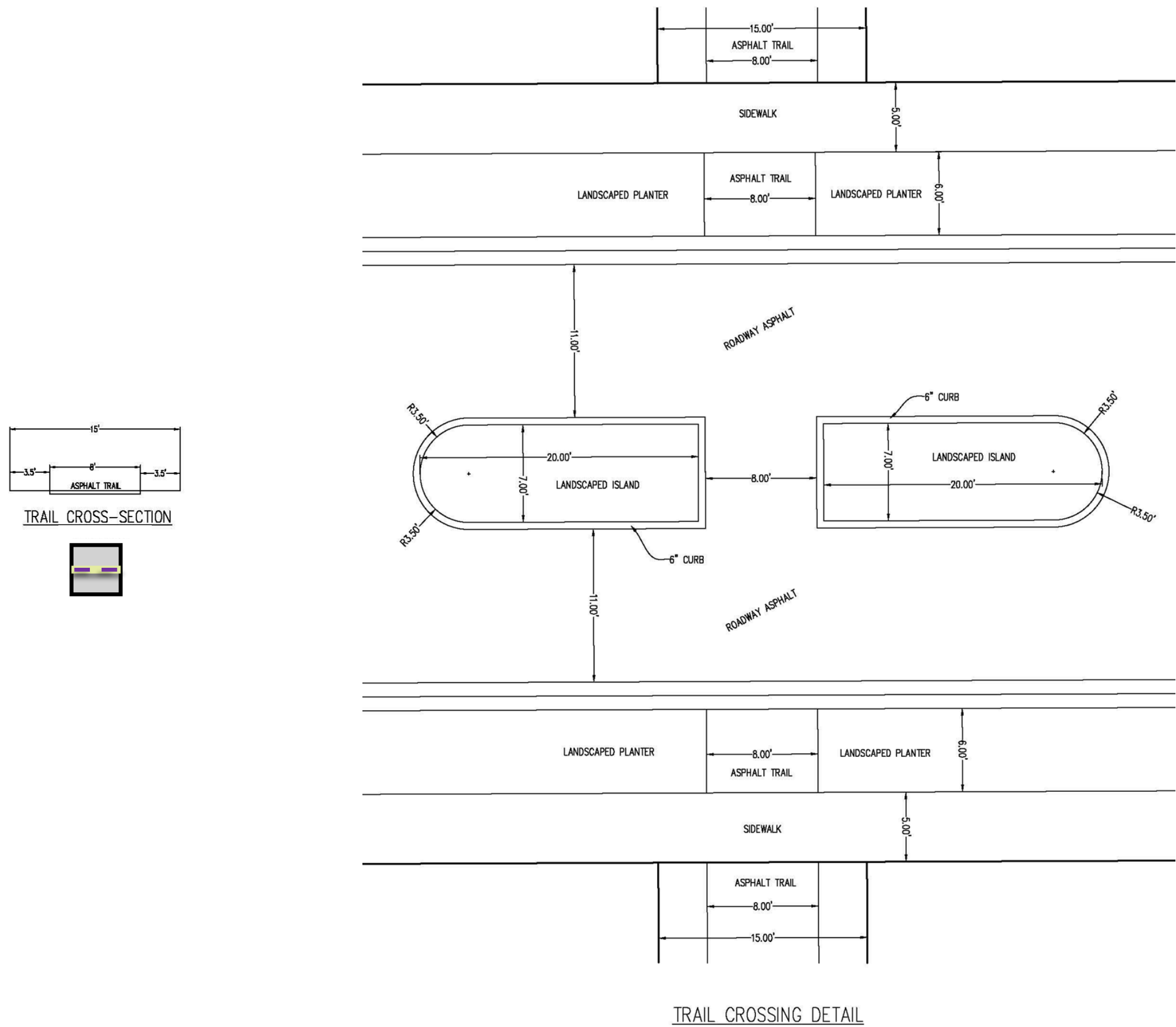
77' PARKWAY STREET CROSS-SECTION



LANE LN-30-20	
TYPE	Lane/Shoulder
MOVEMENT	Yield
DESIGN SPEED	15 MPH
R.O.W. WIDTH	30'
PAVEMENT WIDTH	20' (TBD)
TRAFFIC FLOW	2-way
NO. OF PARKING LANES	None
CURB TYPE	Flat
CURB RADIUS	5'
PLANTER WIDTH	5'
PLANTER TYPE	Continuous
PLANTING PATTERN	N/A
TREE TYPE	N/A
STREETLIGHT TYPE	T3D
STREETLIGHT SPACING	T3D
BIKEWAY TYPE	N/A
BIKEWAY WIDTH	N/A
SIDEWALKS	N/A
SIDEWALK WIDTH	N/A
SETBACK ENCROACHMENT	Prohibited



PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

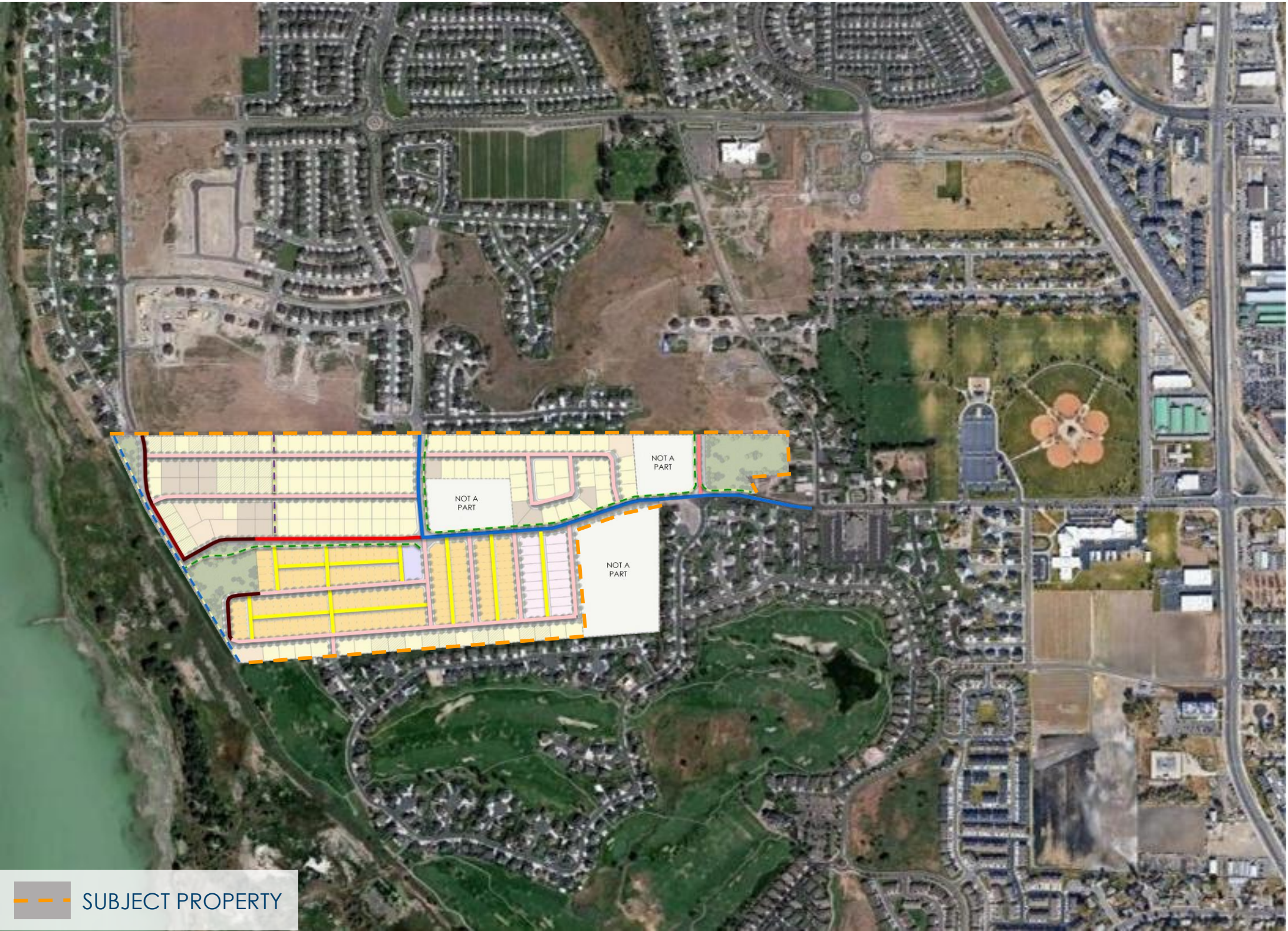


PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN



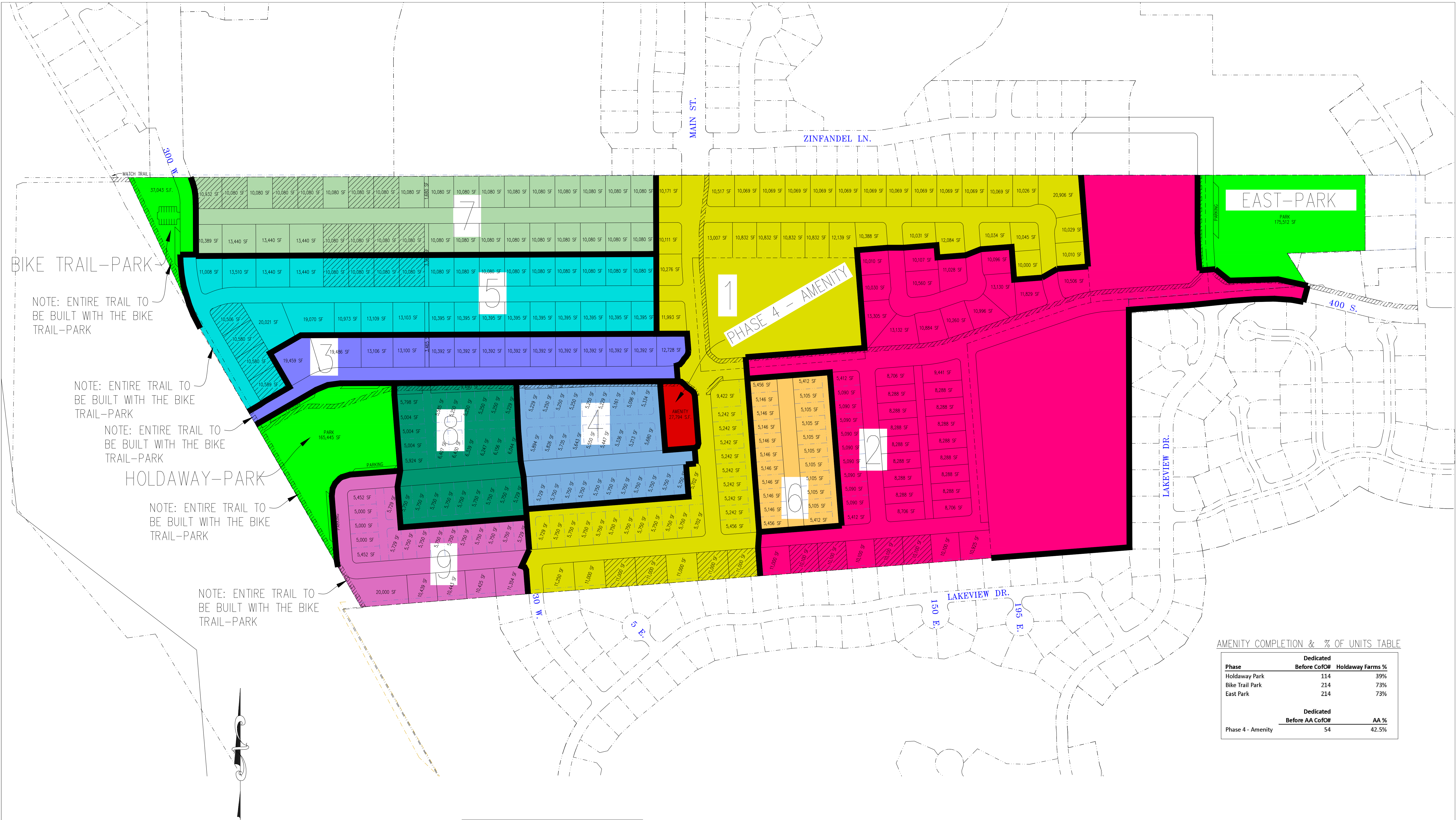
PRELIMINARY TRANSPORTATION NETWORK AND STREET PLAN

-  Parkway Street
-  Local Street
-  Local Street
-  Local Street
-  Local Street
-  Local Street
-  Rear Lane
-  Multi-Use Trail
-  Lakeside Trail
-  Neighborhood Trail



CHARACTER AND THEME PLAN: STREET NAMING PLAN





AMENITY COMPLETION & % OF UNITS TABLE

Dedicated		
Phase	Before CoFo#	Holdaway Farms %
Holdaway Park	114	39%
Bike Trail Park	214	73%
East Park	214	73%
Dedicated		
	Before AA CoFo#	AA %
Phase 4 - Amenity	54	42.5%

PHASING NOTES

1. PHASING CONSTRUCTION SHALL FOLLOW NUMBER ORDER.

2. FIRE ACCESS AND ADEQUATE TURN AROUNDS SHALL BE PROVIDED FOR EACH PHASE.

REVISIONS		
Rev.	Date	Description

EXCE ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excecivil.com

HOLDAWAY PARK

VINEYARD

Drawn by: D.W.P.

Designed by: D.W.P.

Checked by: D.W.P.

UTAH

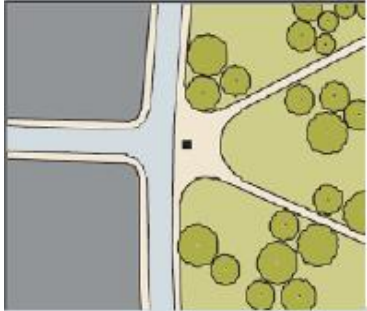
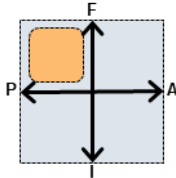
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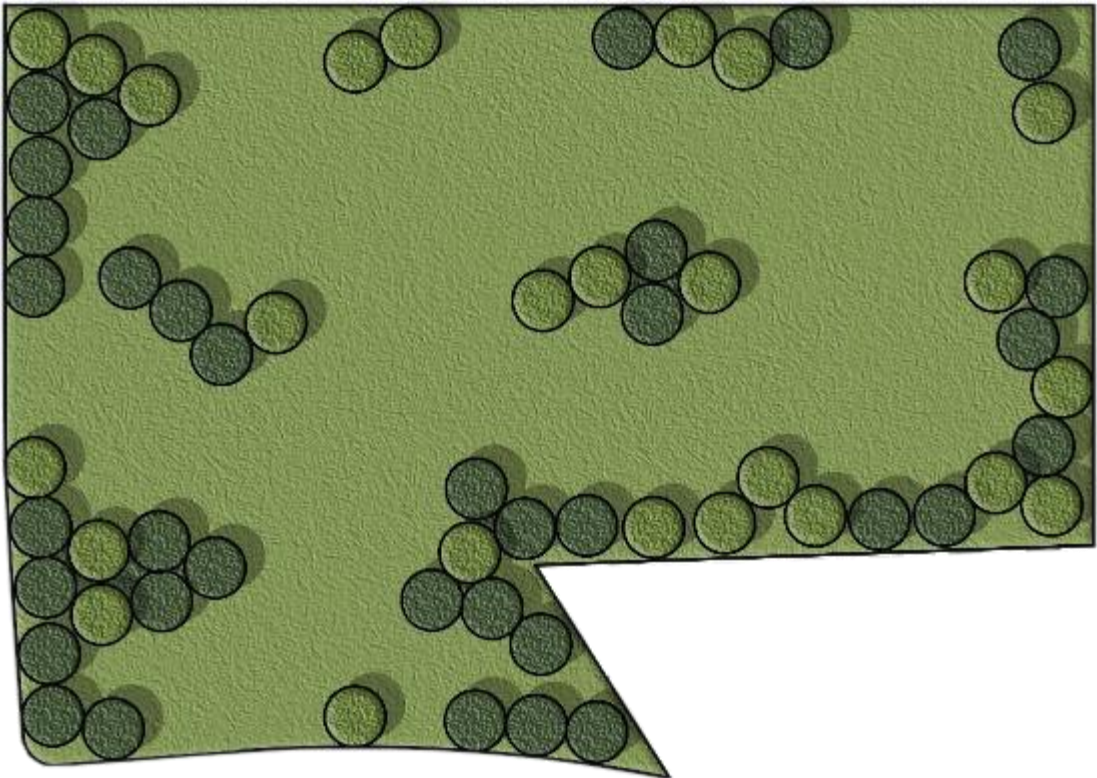
Date: 07/08/22

C1

PHASE PLAN

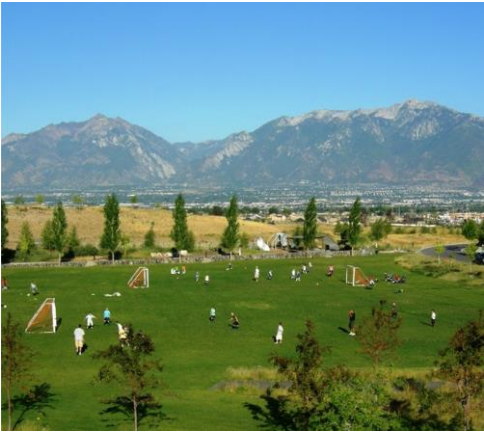
OPEN SPACE PLAN

CIVIC OPEN SPACE TYPE	ENTRANCE PARK
DIAGRAM	
DESCRIPTION	Formal delineation of a residential community entrance through landscaping and monumentation. It provides passive uses and creates neighborhood identity
SERVICE AREA	1/2 mile to 2 mile radius
SIZE	Up to 5 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structures, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Passive 



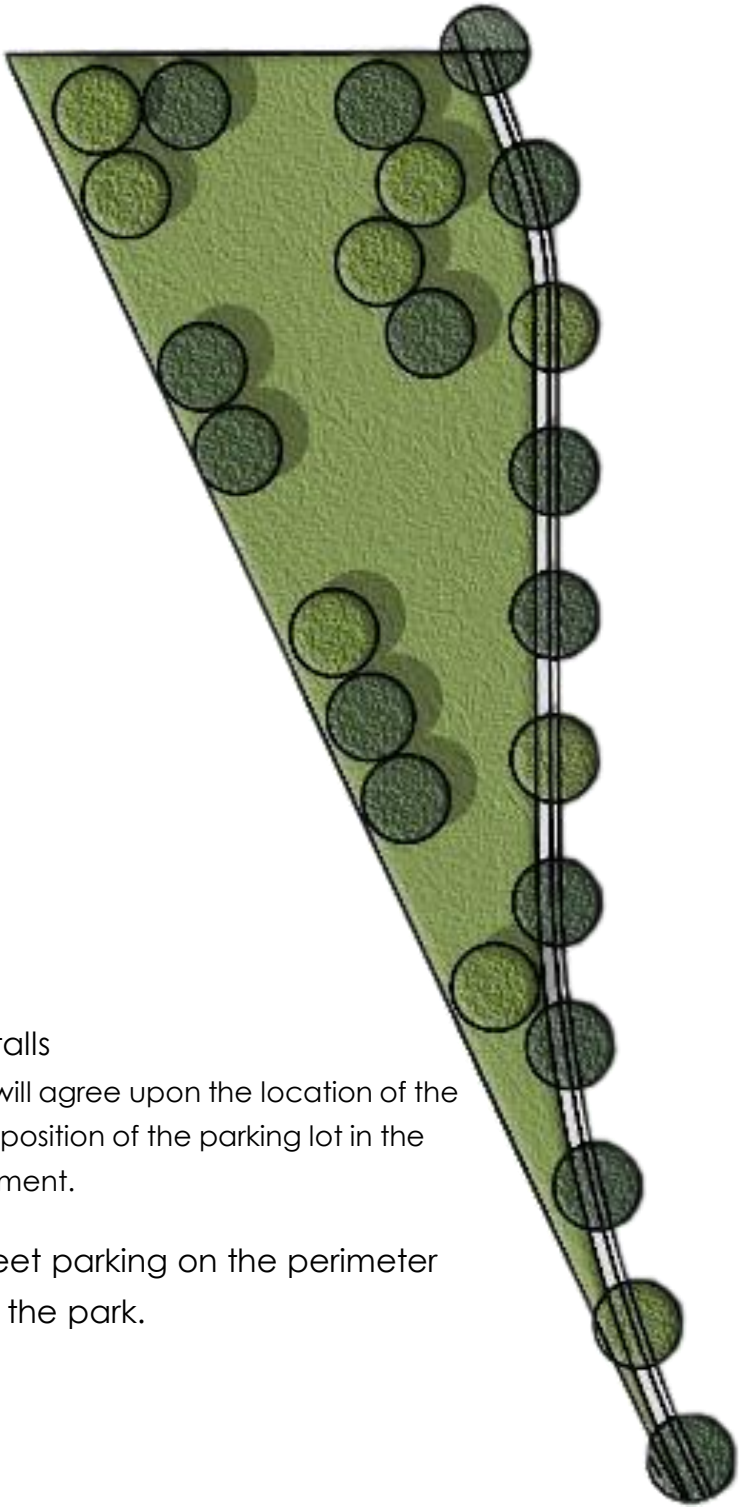
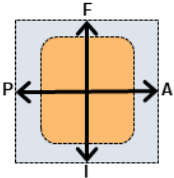
Park Programming

- Recreation play fields
- Maintenance and restroom facility
- Bike station and inverted U bike racks
- Designated on-street parking on the perimeter roads adjacent to the park.



OPEN SPACE PLAN

CIVIC OPEN SPACE TYPE	NEIGHBORHOOD PARK
DIAGRAM	
DESCRIPTION	The neighborhood park remains the basic unit of the park system and serves as the recreational and social focus of the neighborhood. The focus is on informal active and passive recreation. The park should be centrally located within the neighborhood. Frequently these parks are developed adjacent to civic uses such as an elementary school.
SERVICE AREA	1/4 to 1/2 mile radius
SIZE	0.5 to 2 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive

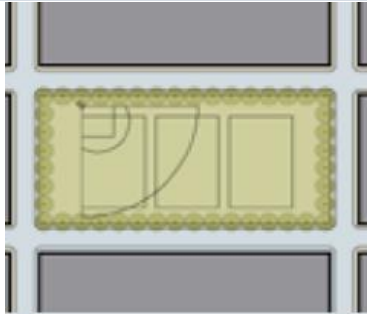
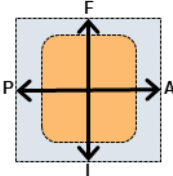


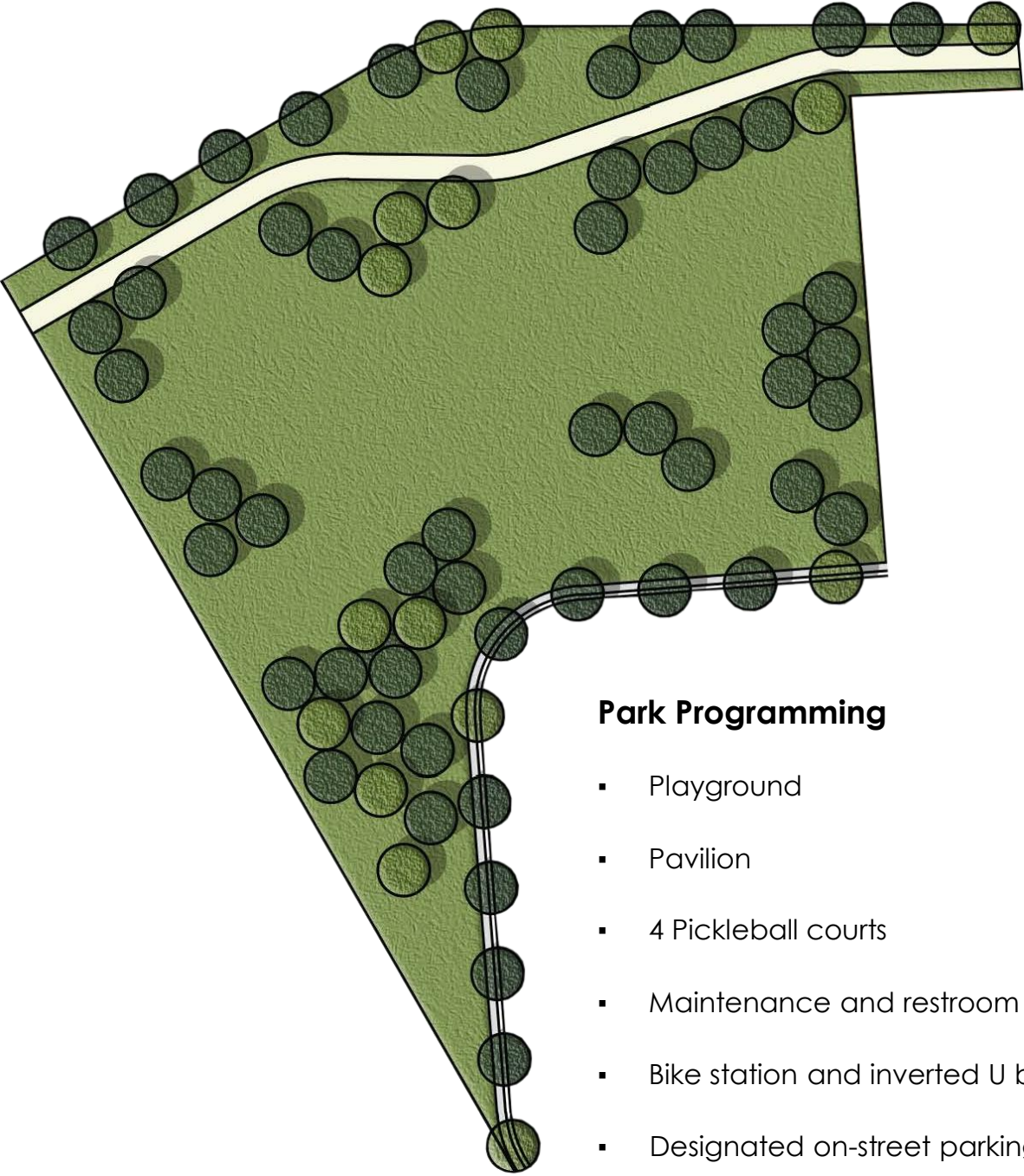
Park Programming

- Up to 14 parking stalls
Developer and City will agree upon the location of the entrance to and the position of the parking lot in the Development Agreement.
- Designated on-street parking on the perimeter roads adjacent to the park.



OPEN SPACE PLAN

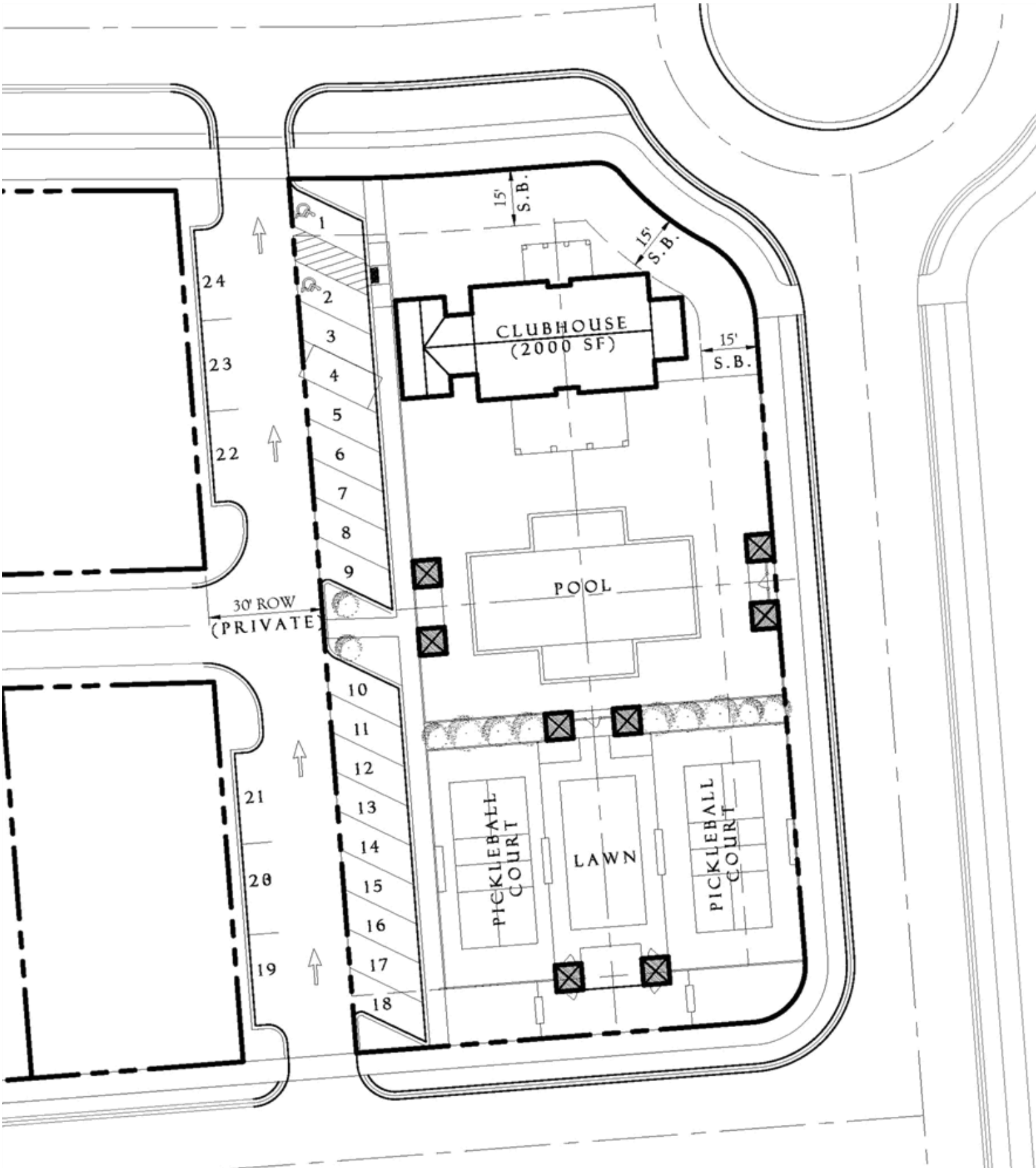
CIVIC OPEN SPACE TYPE	COMMUNITY PARK
DIAGRAM	
DESCRIPTION	The focus of this park classification is on meeting community based recreational needs, as well as preserving unique landscapes and open spaces. They allow group activities and offer other recreational opportunities not feasible at the neighborhood level. They should be developed for both active and passive recreation activities and serve two or more neighborhoods. Regardless of size, parks will be deemed Community Parks if they provide restroom facilities, parking lots, or other amenities that would service patrons who travel to the park.
SERVICE AREA	1/2 to 2 mile radius
SIZE	2 to 5 acres
FRONTAGE	Building
TYPICAL FACILITIES	Recreation, accessory structure, water fountains, paths and trails
DISPOSITION AND USAGE	Formal, Informal, Active, or Passive 



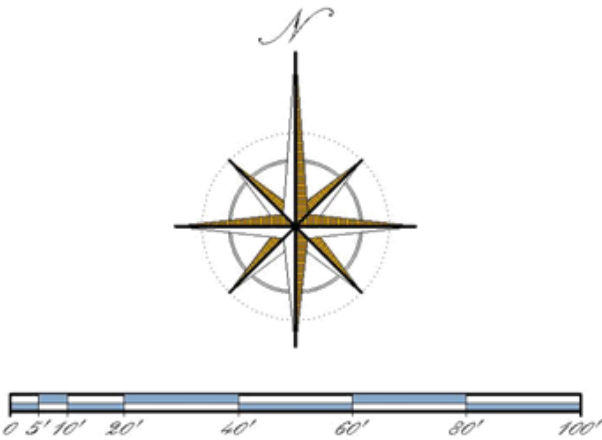
Park Programming

- Playground
- Pavilion
- 4 Pickleball courts
- Maintenance and restroom facility
- Bike station and inverted U bike racks
- Designated on-street parking on the perimeter roads adjacent to the park.





ACTIVE ADULT CLUBHOUSE
HOLDWAY FARMS, VINEYARD, UTAH



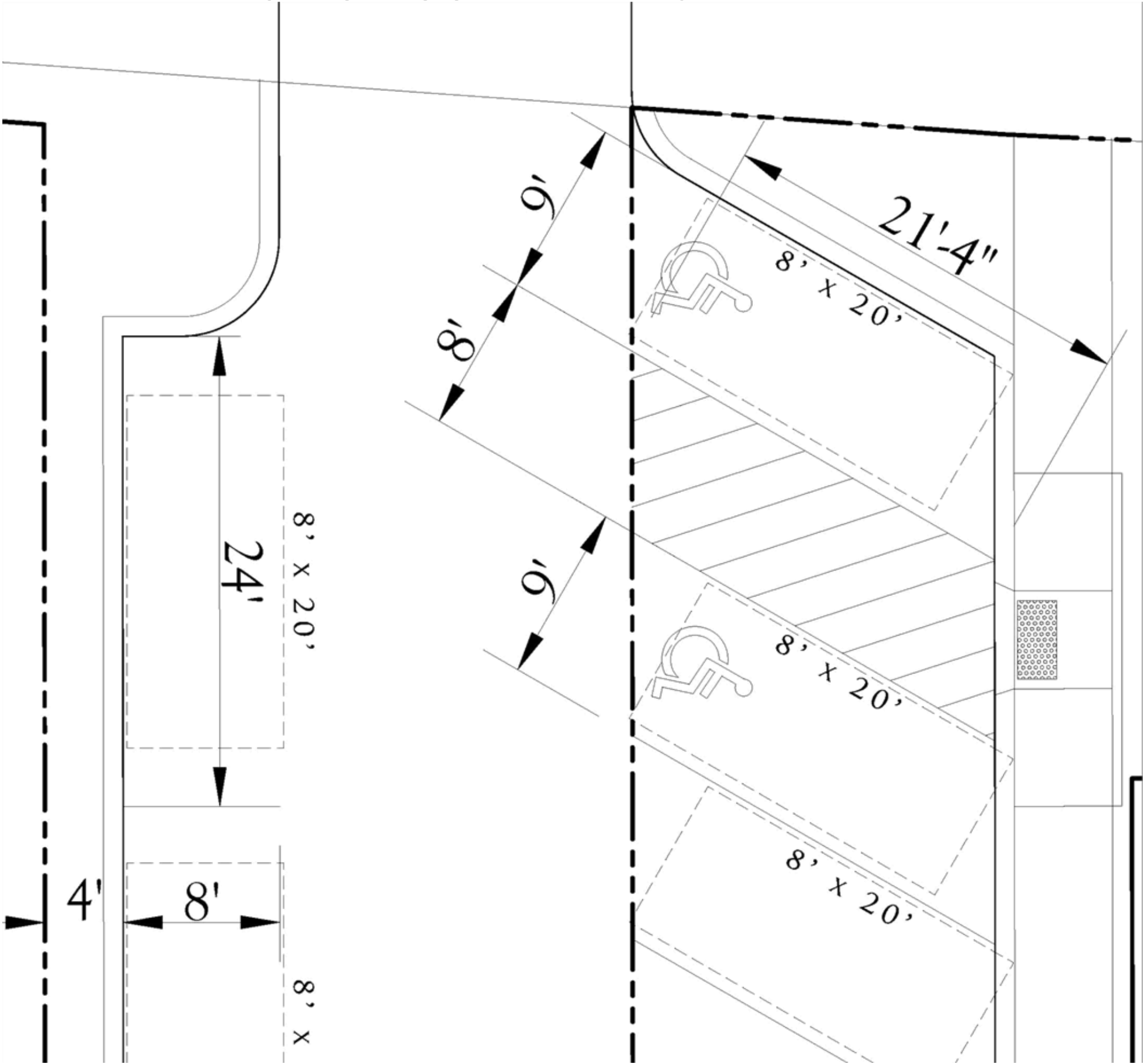
GOODBORO DEVELOPMENT
and
BRADFORD R. HOUSTON
DESIGN STUDIO

PRELIMINARY SITE PLAN

SITE DATA	
<u>PROPERTY SIZE</u>	
26,843.43 SF (0.6162 ACRES)	
<u>PARKING</u>	
18 DIAGONAL SPACES	
6 PARALLEL SPACES	
<u>TOTAL PARKING</u>	
24 SPACES	

PRELIMINARY NEIGHBORHOOD AMENITIES

COTTAGE LOTS



PARKING DETAIL

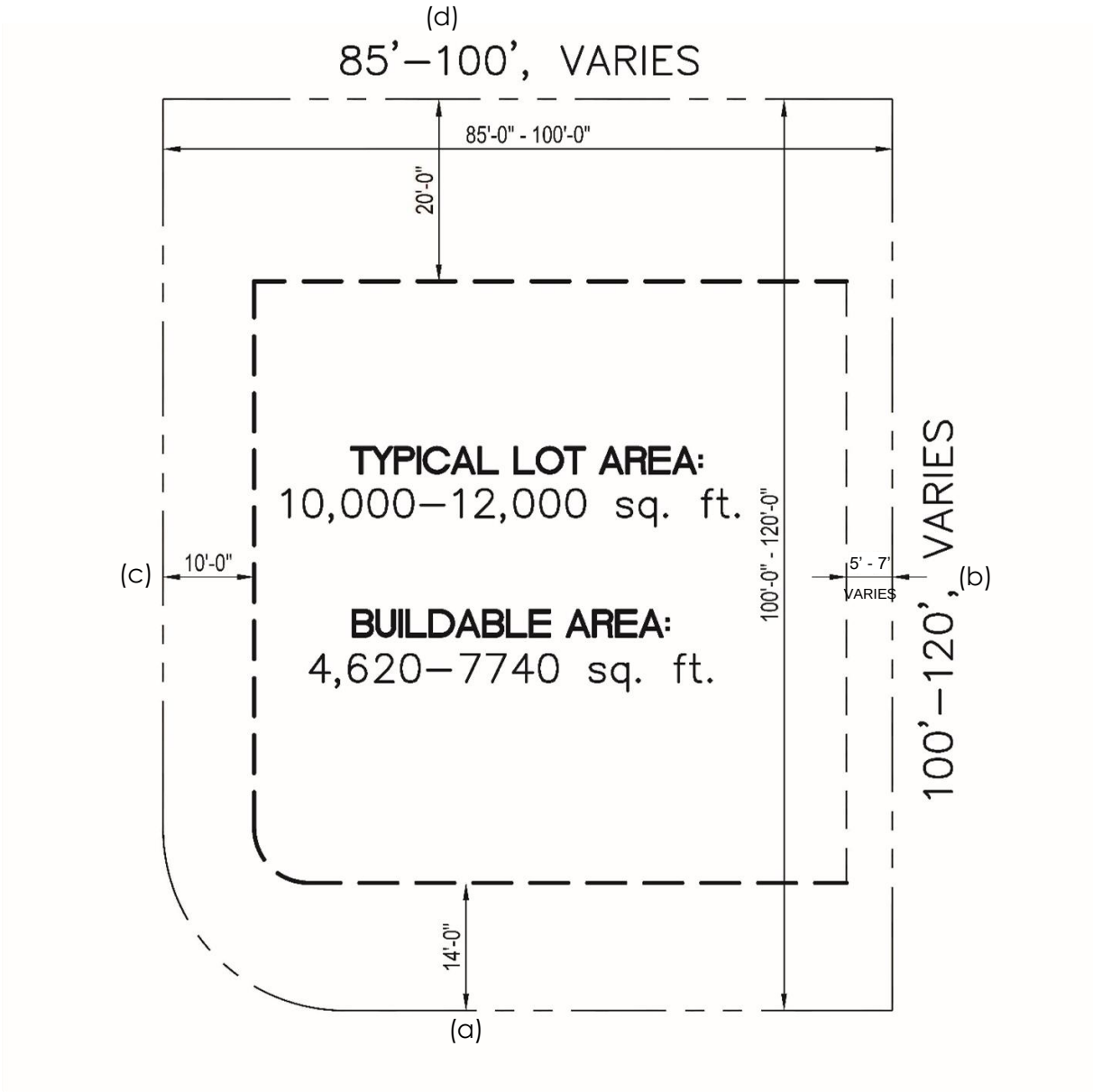


REFERENCED STANDARDS
2022 VINEYARD
ZONING CODE
15.38
PARKING
&
LOADING REQUIREMENTS

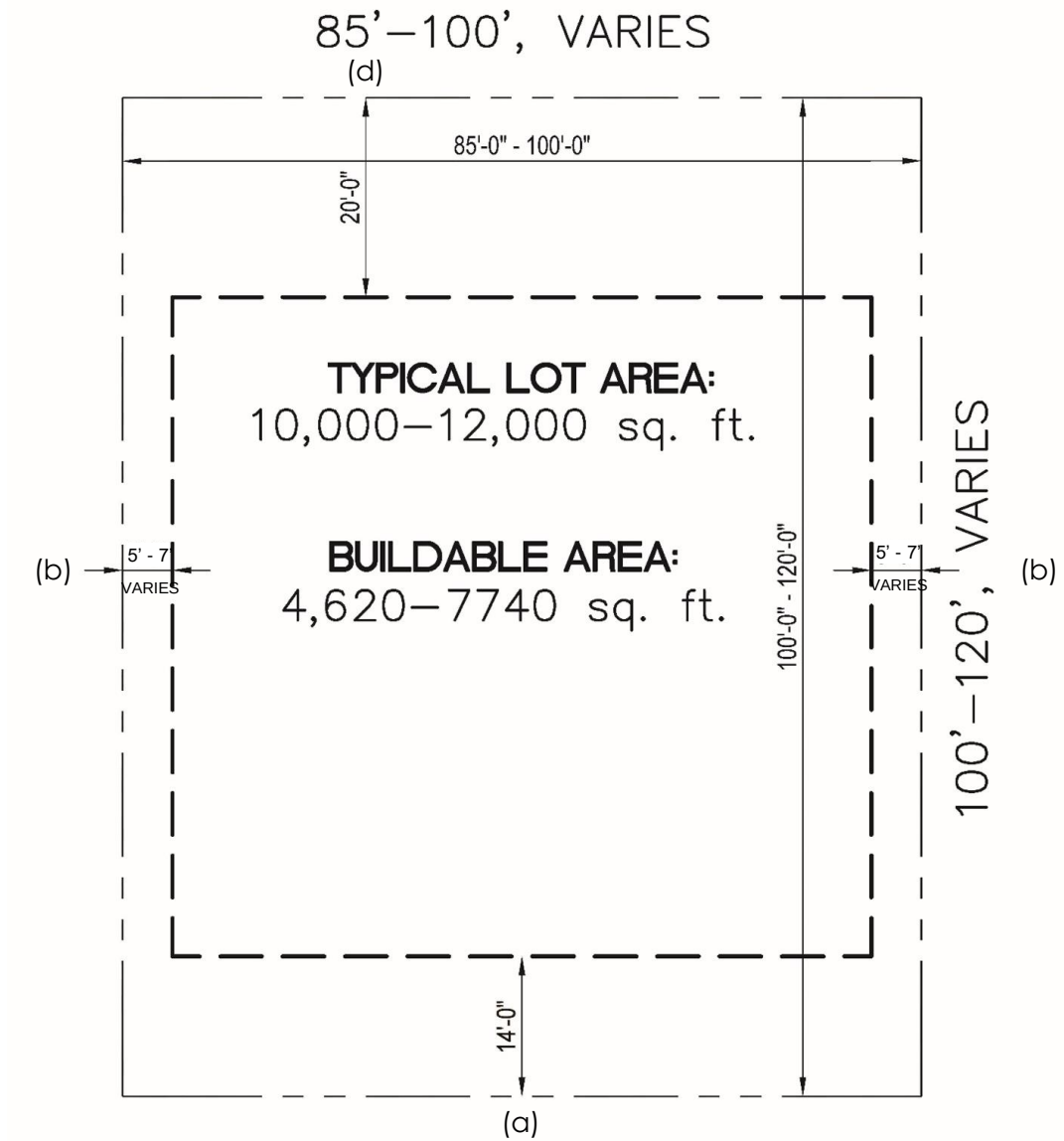
LOTING PLAN: ESTATE LOTS

ESTATE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	60% max.
Lot Frontage	85 – 207 ft.
Lot Depth	100 - 205 ft.
Off-Street Parking	4 - 6 stalls
SETBACKS	
(a) Front Setback	14 ft. min.
(b) Side Setback (interior)	5 - 7 ft. min. *
(c) Side Setback (corner)	10 ft. min.
(d) Rear Setback	20 ft. min.

* **NOTE:** The combined total width of adjacent interior side yards shall not be less than 12 feet with no one interior side yard being less than 5 feet.



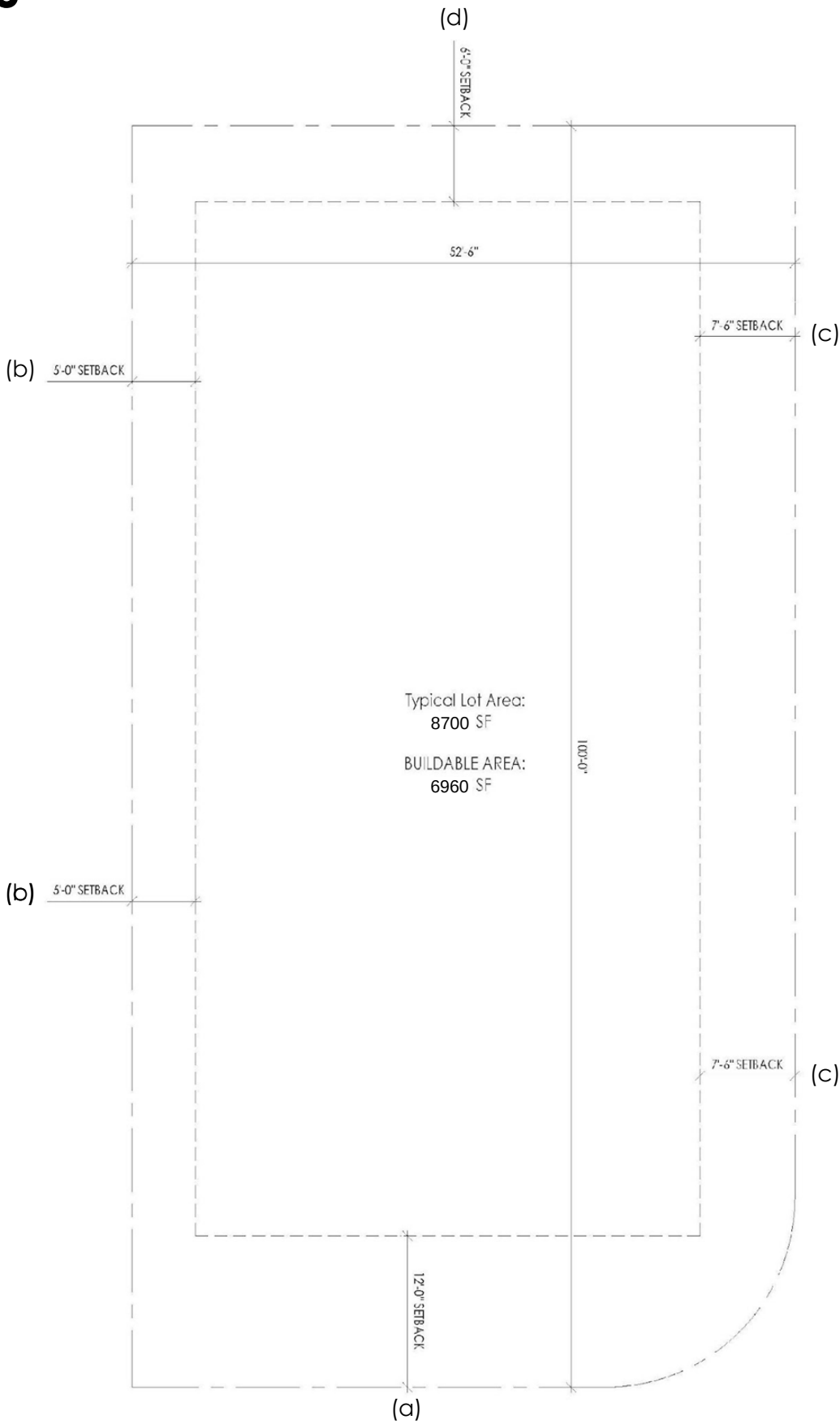
CORNER LOT



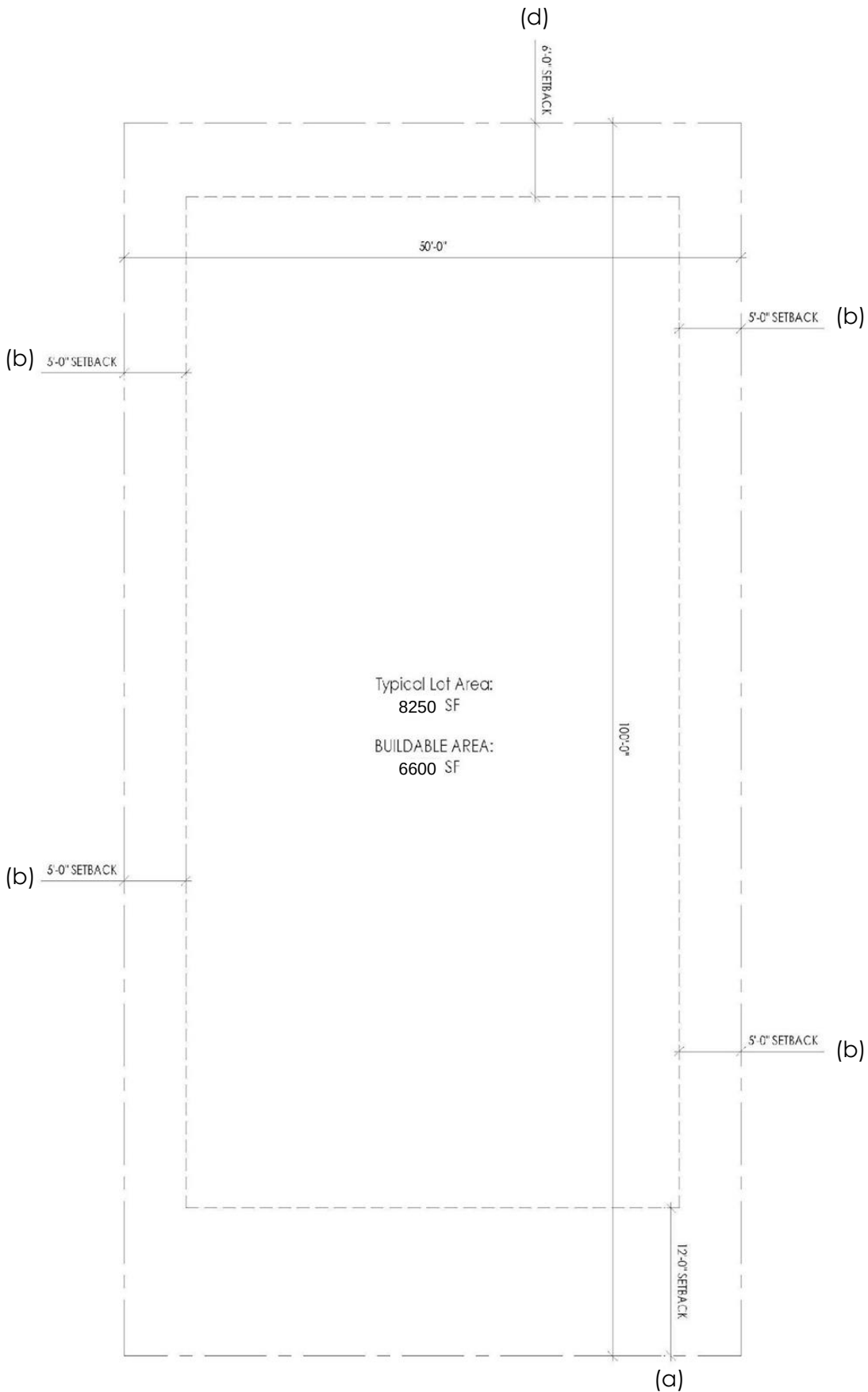
INTERIOR LOT

LOTING PLAN: VILLAGE LOTS

VILLAGE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	80% max.
Lot Frontage	60 - 64 ft.
Lot Depth	135 - 145 ft.
Off-Street Parking	4 stalls
SETBACKS	
(a) Front Setback	12 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	7.5 ft. min.
(d) Rear Setback	6 ft. min.



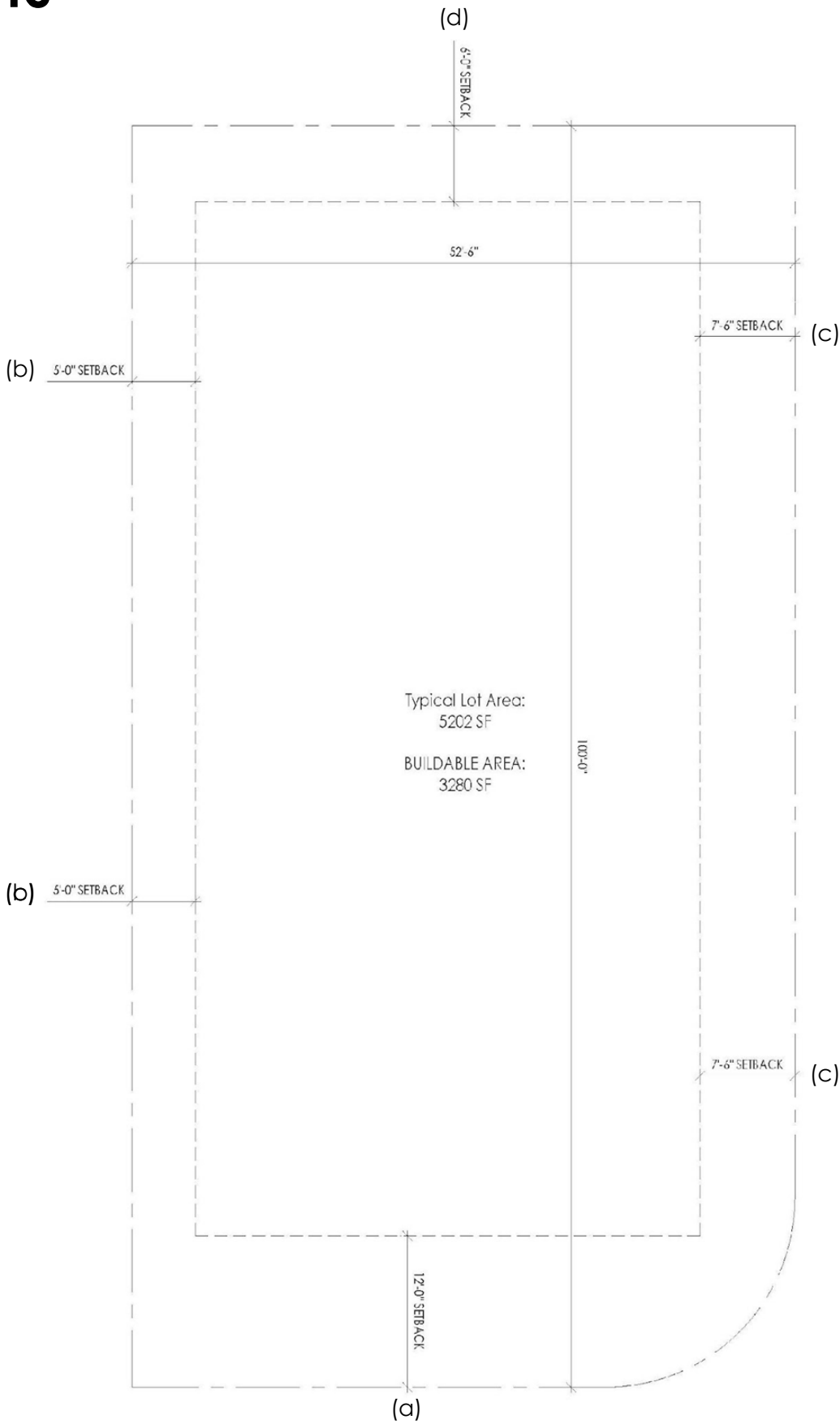
CORNER LOT



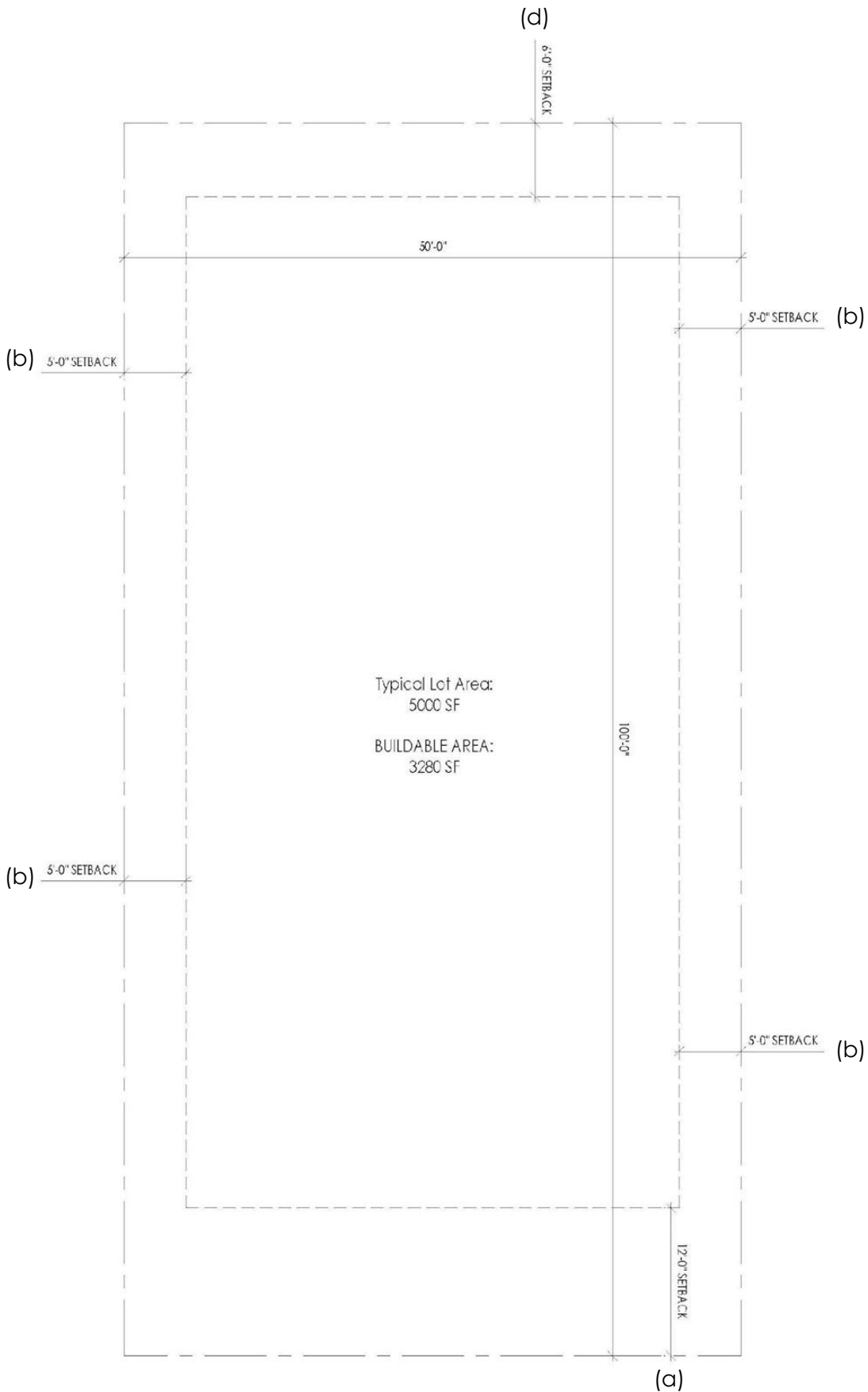
INTERIOR LOT

LOTING PLAN: COTTAGE LOTS

COTTAGE LOTS	
BUILDING CONFIGURATION	
Building Height	2 stories max.
Lot Coverage	80% max.
Lot Frontage	45 - 61 ft.
Lot Depth	100 - 130 ft.
Off-Street Parking	3 stalls
SETBACKS	
(a) Front Setback	12 ft. min.
(b) Side Setback (interior)	5 ft. min.
(c) Side Setback (corner)	7.5 ft. min.
(d) Rear Setback	6 ft. min.

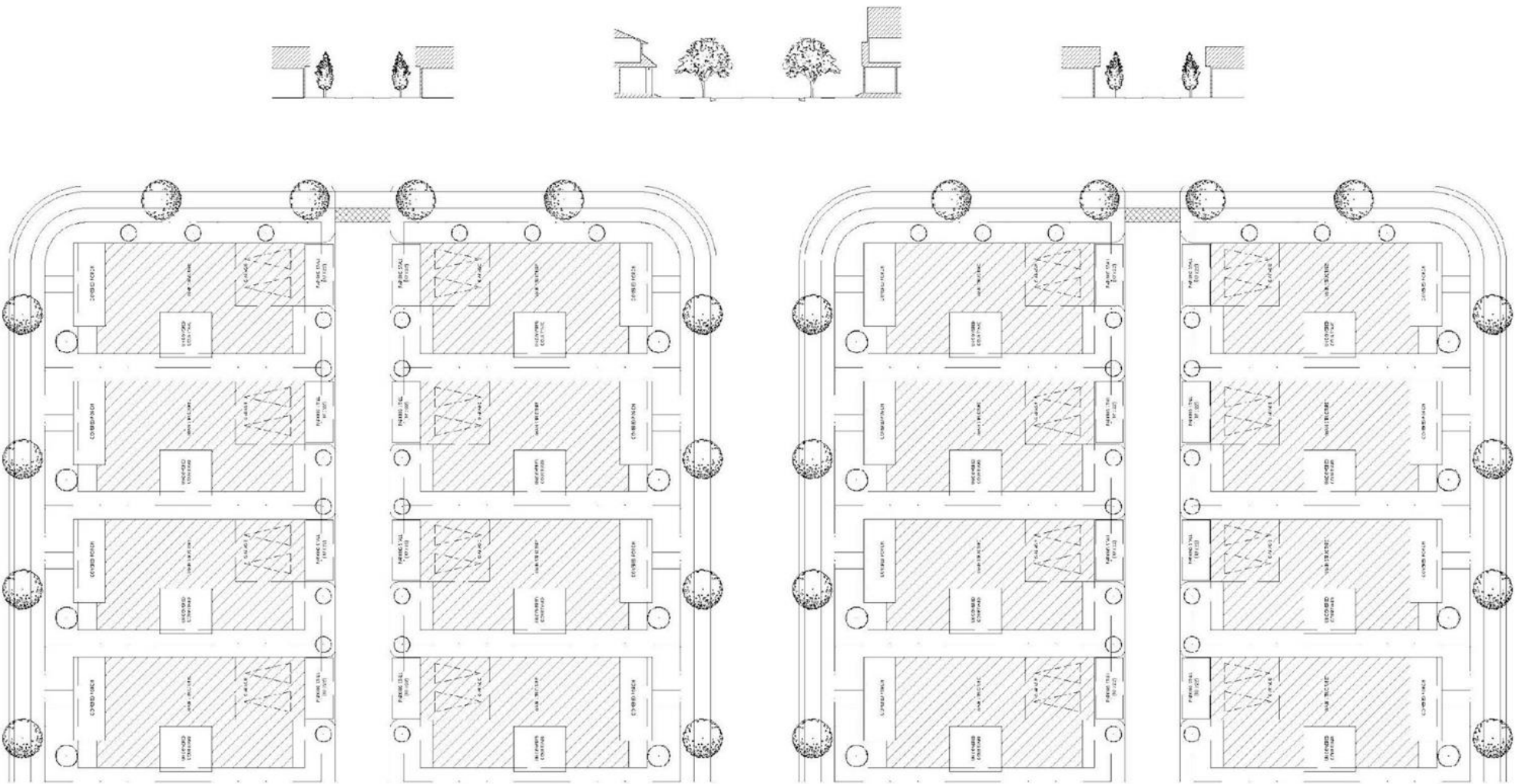


CORNER LOT

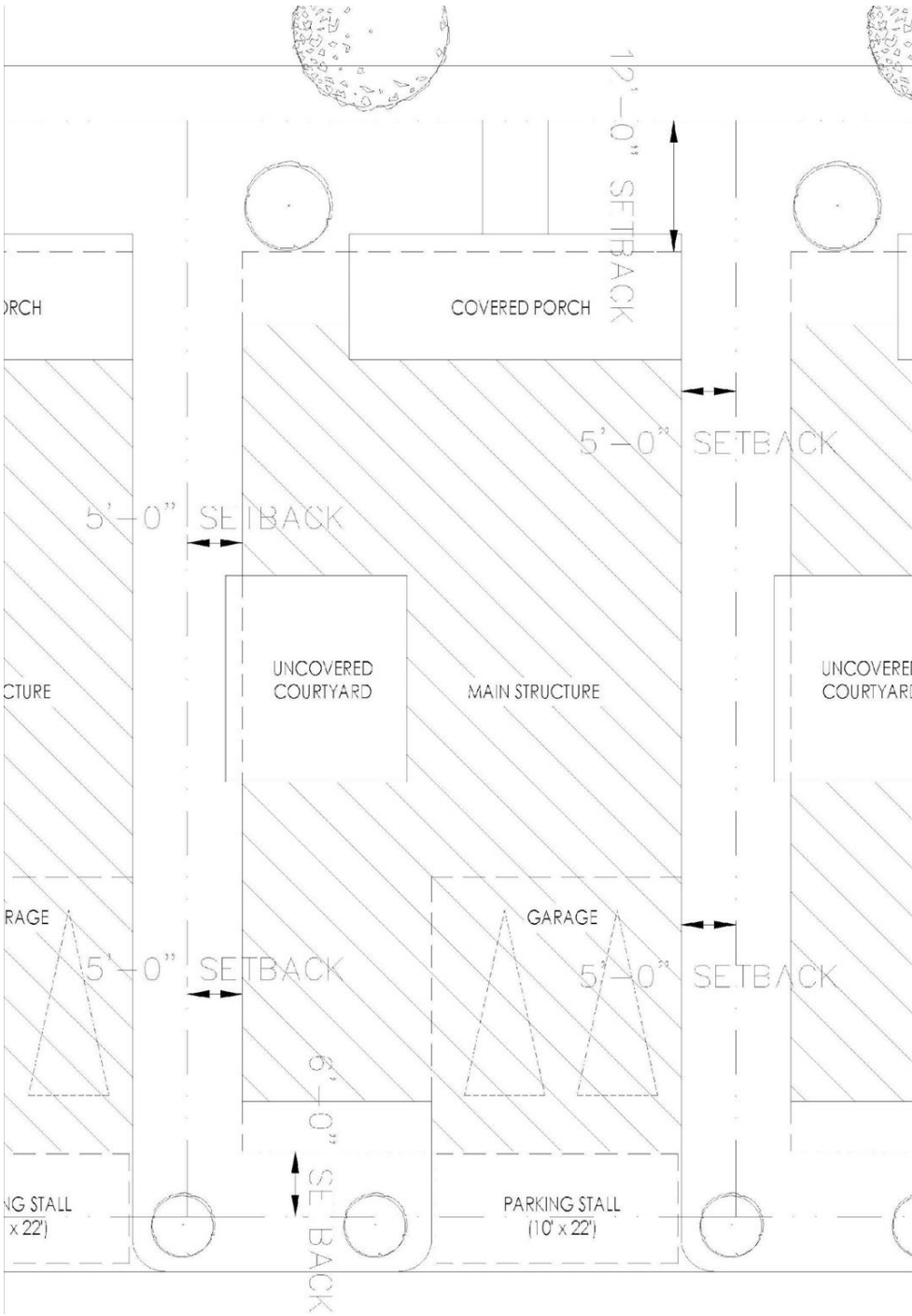


INTERIOR LOT

PARKING PLAN: COTTAGE LOTS



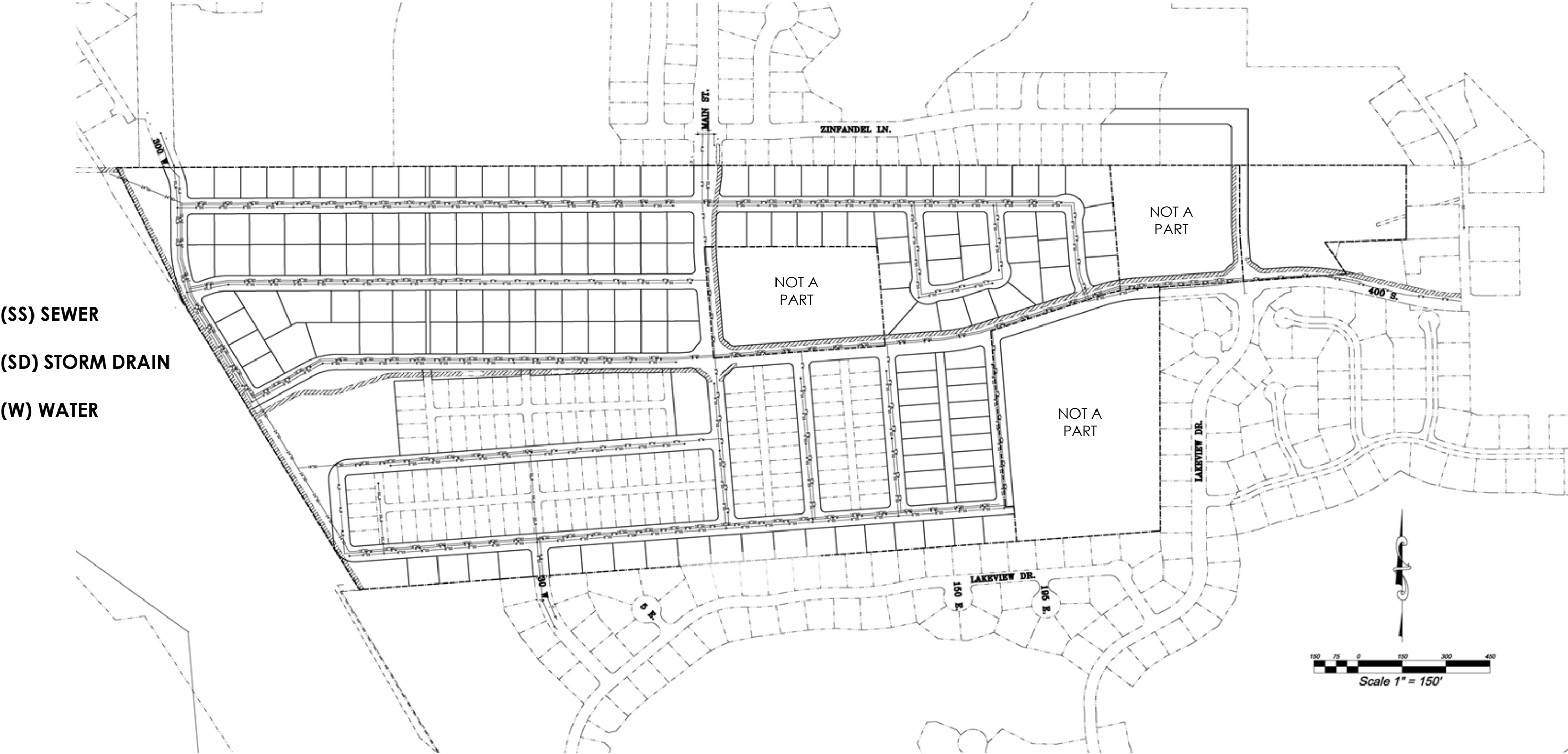
BLOCK LAYOUT



LOT LAYOUT

Description	Units	Stalls/Unit	Total Stalls
Parking provided	127	3.0	381.0
Parking required	127	2.5	317.5
Excess parking		0.5	63.5

CONCEPTUAL UTILITY PLAN



The City and Developer will agree in the Development Agreement upon the detailed phasing and timing of utilities, which phasing shall be consistent with the Phasing Plan in the Neighborhood Plan

EXHIBIT C
(Zoning Ordinance)

6 Holdaway Farms District

6.02 Purpose And Intent

6.04 District Location

6.06 Neighborhood Plan Required

6.08 Density

6.10 Process

6.12 Amendments To Approved Neighborhood Plans

6.14 Submission Requirements

6.16 Development Standards

6.18 Parking

6.20 District Uses

6.02 Purpose And Intent

1. Purpose and Intent. The purpose of the Holdaway Farms District (HF) is to allow for the establishment of residential neighborhoods, which display a mix of housing and open space types that facilitate lifestyle choices and opportunities for persons from a broad range of demographics and socioeconomics. Developments in the HF shall be designed to integrate households for different phases of life into a blended community through the allowable housing mix, which generates more complete and authentic neighborhoods.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.04 District Location

Refer to [EXHIBIT "A"](#)

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.06 Neighborhood Plan Required

A Neighborhood Plan will be required to guide future development in the HF. The submission requirements for a Neighborhood Plan are outlined in Section 7. Neighborhood Plans include the identification and placement of lot types, open space types, and infrastructure, utilities, and other aspects for future construction.

1. Neighborhood Plans shall include new streets and trails, ensuring the resulting blocks and the urban fabric are walkable and bikeable.
2. Neighborhood Plans identify the overall theme of a community. All elements of the development shall follow a unified theme.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.08 Density

1. This land use zone recognizes that in order for the City to be a well-rounded community, a variety of different housing styles, types and sizes should be permitted. The overall residential density within the district described in Section 2 shall not exceed 3.25 units per acre.
2. Project design should be context-sensitive. Proposed uses adjacent to existing development should be compatible in terms of density and provide an appropriate transition to higher intensity areas when applicable.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.10 Process

The process for the review and consideration of a Neighborhood Plan in the HF will be as follows, unless otherwise specified:

1. The Planning Commission shall conduct a public hearing on a Neighborhood Plan and shall make a recommendation to the City Council.
2. The City Council is the Land Use Authority for Neighborhood Plans and authorized to approve, approve with conditions, or deny a proposed Neighborhood Plan.
3. The same noticing requirements provided for amending zoning district maps under the Vineyard Zoning Ordinance shall apply to Neighborhood Plan applications and associated amendments.
4. A Development Agreement, which is compliant with an approved Neighborhood Plan, shall be required and shall meet the relevant provisions of City Code. A Development Agreement may be submitted simultaneously with, or after the approval of, a Neighborhood Plan.
5. Preliminary and Final Plats shall meet all requirements set forth under the Vineyard Subdivision Code [Title 14](#). Site Plans shall be in conformance with requirements of Section [15.36](#) of the Vineyard Zoning Ordinance except as otherwise provided herein.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.12 Amendments To Approved Neighborhood Plans

Modifications to the Neighborhood Plan text or exhibits may occur in accordance with the following amendment process:

1. Major Amendments: If an amendment is deemed major by the Community Development Director, the required approval process will be the same as that of the original Neighborhood Plan. Major amendments are modifications that change the intent of the Neighborhood Plan such as:
 - a. Those that significantly change the character or architecture of the Neighborhood Plan;
Those that decrease the size of parcels;
 - b. Those that increase or transfer residential density and non-residential intensity; and
 - c. Those that materially reduce open space amenities, or the amount of land dedicated to parks, trails, public use space, natural areas, or public facilities as shown on the approved Neighborhood Plan.
2. Minor Amendments. Minor amendments are accomplished administratively by the Community Development Director. Minor amendments include simple modifications to text or exhibits such as:
 - a. Minor changes in the conceptual location of streets, public improvements, or infrastructure;
 - b. Minor changes in the configuration of parcels;
 - c. Changes in the Phasing Plan that don't impact the delivery of Open Space and arterial Right of Ways.
3. Minor modifications of land use boundaries; and
4. Interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.14 Submission Requirements

Neighborhood Plans shall be required to include the following:

1. Character and Theme Plan - identifying the organizational design framework, showing a clearly recognizable neighborhood character and theme, while also distinguishing the neighborhood from others and cohesively unifying the neighborhood through its distinctive design elements. Community character and theme elements may include the following:
 - a. General Architecture — Identifying the proposed architectural styles and themes.

- b. Architectural Frontage Plan identifying the primary and secondary frontage for each building lot.
- c. Open space, landscaping, and recreational design concepts.
- d. Conceptual community signage and place identification.
- e. Street Naming Plan.

2. Transportation Network and Street Plan that shall include:

- a. Adjacent streets;
- b. Modifications to existing streets, if any;
- c. A key for the street network;
- d. Existing, new, and modified streets, rear lanes, and/or shared drives including:
 - i. Centerline radius,
 - ii. Data table indicating ownership,
 - iii. Right-of-way width,
 - iv. Number of vehicular lanes,
 - v. Street type; and
 - vi. Transportation provisions
- e. Any public existing or proposed bicycle ways, and trails within and adjacent to the Neighborhood Plan area; and
- f. Local street network consisting of all new streets within the neighborhood.

3. Preliminary Phasing Plan - including conceptual phase boundaries, acreages, and sequence of the identified phases. The preliminary phasing plan shall reflect conceptual public infrastructure such as streets, utilities, and open space areas. Private amenities and open space shown in the Neighborhood Plan shall be constructed no later than the middle phase of the overall HF development timeline. Specific phase timelines for public amenities and infrastructure will be established in the development agreement.

4. Open Space Plan - for each area assigned as open space including:

- a. General type, use, and programming concepts of all open spaces;
- b. Conceptual landscape treatment, proposed activities; and
- c. Recreational amenity concepts (public vs. private and active vs. passive).

5. Lotting Plan — including a conceptual plan for Lot Types and Parking to include:

- a. Layout and Description of all lot and unit types.
- b. Building configurations including number of buildings per lot, lot dimensions, building height, and parking.
- c. Setbacks for principal and accessory buildings.
- d. Lot coverage.
- e. Lot frontage.
- f. Off-street parking.

6. Conceptual Utility Plan — preliminary schematic with existing and conceptual proposed utility alignments to show how property will be served including drainage (land & storm water), sewer, culinary and secondary water connections and any other existing or conceptual proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project. Due to high ground water levels, residential units with a basement level shall require a foundation drain and connection to an approved land drain system, unless such requirements are deemed unnecessary by the City Engineering Department based on geotechnical or other related analysis. All public utilities shall be located in a street or alley sufficiently designed to allow proper spacing and access for maintenance.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.16 Development Standards

1. Lot Standards - The Lotting Plan shall contain a variety of housing types and shall address the following:

- a. Lot types, sizes, configurations, and neighborhood compatibility. Transitions should be proposed from uses and development standards on adjacent developments.
- b. Lots for neighborhood support uses, including but not limited to churches and schools, if deemed necessary, which are adequate to serve the future population of the neighborhood. In a manner consistent with state and federal law, the applicant will coordinate with applicable organizations (such as the school board) to determine the future demand for such facilities.

2. Transportation and Street Networks. - The street network plan must map streets and intersections as follows:

- a. All streets must connect to other streets with intersections, forming a network.
- b. New streets must connect wherever possible to streets outside of the neighborhood.
- c. The right-of-way (ROW) width of new streets is subject to approval by the City Engineer and subject to compliance with all

current engineering and public safety standards.

- d. New street types may be presented but require review by the City Engineer and approval by the City Council as part of a specific Neighborhood Plan.
- e. Rear lanes and shared drives must comply with public safety standards.
- f. Rear lanes must be accessed by a minimum of two points along the edge of the block and may be dedicated as private Right of Ways or Access Easements for the benefitted users.
- g. Shared drives are accessed by one point along the edge of the block and may be dedicated as private Right of Ways or Access Easements for the benefitted users.

3. Open Space.

- a. A minimum of ten percent (10%) of the gross area of the proposed neighborhood plan shall be dedicated towards improved and publicly accessible open space.
- b. Required minimum open space areas shall include amenities serving a public benefit and shall be identified in the Neighborhood Plan and Development Agreement. Amenities provided may include, but are not limited to, pavilions, wayfinding signage, sports courts and fields, bicycle infrastructure, playground facilities, dog parks, public restrooms, maintenance facilities, water features and trail corridors.
- c. Objectives of open spaces in a Neighborhood Plan shall consist of the following:
 - i. Create neighborhood gathering places.
 - ii. Promote the character and theme of the neighborhood.
 - iii. Create a comprehensive open space system within the neighborhood based on a hierarchy of activity(active -vs- passive), programming(formal -vs- informal), and users (children, teenagers, and/or adults).
 - iv. Provide connections to natural open space of the Utah Lake Shoreline and regional trail systems.
 - v. Provide distribution/proximity of open space within a short walking distance of every home.
 - vi. May provide dual purpose(s) with ecological functions (when appropriate) within the open space type.
- d. Signage and Entry Features. - All signs shall comply with City Code Sign Regulations with the following exceptions:
 - i. In establishing a strong neighborhood theme and character, an architectural entry structure will be permitted. The sign portion of an Entry Structure for a residential development containing fewer than 100 dwelling units shall not exceed 7.5 feet in height; the sign portion of an Entry Structure for a residential development containing 100 or more units shall not exceed 10 feet in height.
 - ii. The architectural structure will require review and approval by the City Council. An artistic feature may be placed above the 10-foot maximum height for signs. The artistic feature will not be allowed to be illuminated.

e. Architectural Standards.

- i. HF should provide a variety of home styles, textures, and colors on each street to create a diverse and varied street scene. Neighborhoods with minimal visual variation, and homogenous application of the approved architectural styles are not permitted in order to ensure that street scenes are non-repetitive. Variation shall be achieved through a combination of architectural styles, materials, material textures, colors, and floor plans. Guidelines for style and color shall be given equal weight when evaluating compliance with this standard.

- ii. All facades facing public roadways will be considered a primary frontage requiring architectural detailing.

f. Landscaping and Fencing. - Landscaping and Fencing must comply with City Code. Exceptions or modifications may be considered at the time of Neighborhood Plan approval if the modification does not result in less landscaping. For example, in some cases, it may be beneficial to slightly reduce plant size in exchange for more plants. Landscaping and fencing definitions may be modified as a part of the Neighborhood Plan, if necessary, for compliance with the Character and Theme Plan. Landscaping options that are drought tolerant and promote low water usage, among other options, shall be included in the neighborhood plan. Trees and landscaping located in public right-of-way or public open space shall comply with the Vineyard Tree and Landscape Manual.

g. Building Height.

- i. The maximum building height for residences in the HF is 35 feet.
- ii. The maximum building height for private amenity buildings in the HF is 45 feet, if such incremental height is to create architectural interest.
- iii. Building height is measured from the top of the back of curb to the highest point of the building or structure.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.18 Parking

1. The Neighborhood Plan shall comply with the requirements of [Chapter 15.38](#) of the Vineyard Zoning Ordinance with the following exceptions, which are applicable solely to residences in the cottage lots / active adult community:
 - a. Two and one-half (2.5) off-street parking stalls shall be required for each residential unit.
 - b. The minimum parallel parking stall size shall be eight (8) feet wide by twenty- four (24) feet long, provided however, that the front of the parking space may overhang two (2) feet into a landscape strip.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

6.20 District Uses

1. Holdaway Farms District Use Table: The HF district use table lists all use types and whether, in the Holdaway Farms Special District (“HF”), the use type is permitted (P), allowed through the provision of a conditional use permit (C), permitted as an accessory use (A) to a principal use or permitted for temporary timeframe (T).
2. Prohibited Uses: All uses marked with an “N” in the district use table or not specifically listed are prohibited, except where state or federal law otherwise preempts local land use regulation.
3. Additional Requirements: In addition to requirements listed at the bottom of the district use table, additional requirements for specific uses are listed in VZC 15.14 Special Purpose Districts, [VZC 15.32](#) General Property Development Standards and [VZC 15.34](#) Supplementary Development Standards of the zoning ordinance.

Holdaway Farms District Uses		Allowances
Uses	Dwelling, Multiple-Family	N
	Dwelling, Single-Family	P
	Dwelling, Two-Family	N
	Model Home or Unit	p
	Residence for Persons with a Disability	p ²
	Residential Facility for Elderly Persons	p ²
	Residential Lease, Short-term	N
	Residential Lease, Long-term	P
	Nursing Home, Convalescent Care	C
	Assembly, Place of	C ¹
	Commuter and Light Rail Facilities and Station	N
	Earth Station (Satellite Dish Farm)	N
	Educational Facility	C

Emergency Care Facility	N
Environmental Remediation Activities	N
Farmers' Market	N
Heliport	N
Hospital	N
Liquor Store (State Owned)	N
Major Facility of a Public Utility	N
Minor Facility of a Public Utility	C
Museum	n
Open Space and Trails	P
Parks and Associated Facilities	P
Park and Ride Facility	N
Power Plant	N
Public Use	C
Recycling Collection Center	N
Recycling Processing Facility	N
Transit Passenger Hub (intermodal)	N
Wireless Telecommunications Site/Facility	N
Accessory Building	P ²
Accessory Dwelling Unit	P ²
Accessory Use	P
Home Day Care (one to seven children)	P
Home Day Care (eight to ten children)	C
Home Preschool (one to seven children)	P
Home Preschool (eight to ten children)	C
Household Pets, Noncommercial	P ²
Sign -Temporary	T ⁶
Swimming Pool	P ²

	Temporary Use	T ⁵
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Accessory Use: An accessory use, unless otherwise permitted in the zoning ordinance, shall not commence and no accessory structure shall be constructed without a principal use first being lawfully established on the subject site. P = Permitted Use; C = Conditional Use; T = Temporary Use; N = Non— Permitted Use; X' = Additional Standards Below.

HISTORY

Adopted by Ord. [2022-02 Holdaway Farms District](#) on 1/26/2022

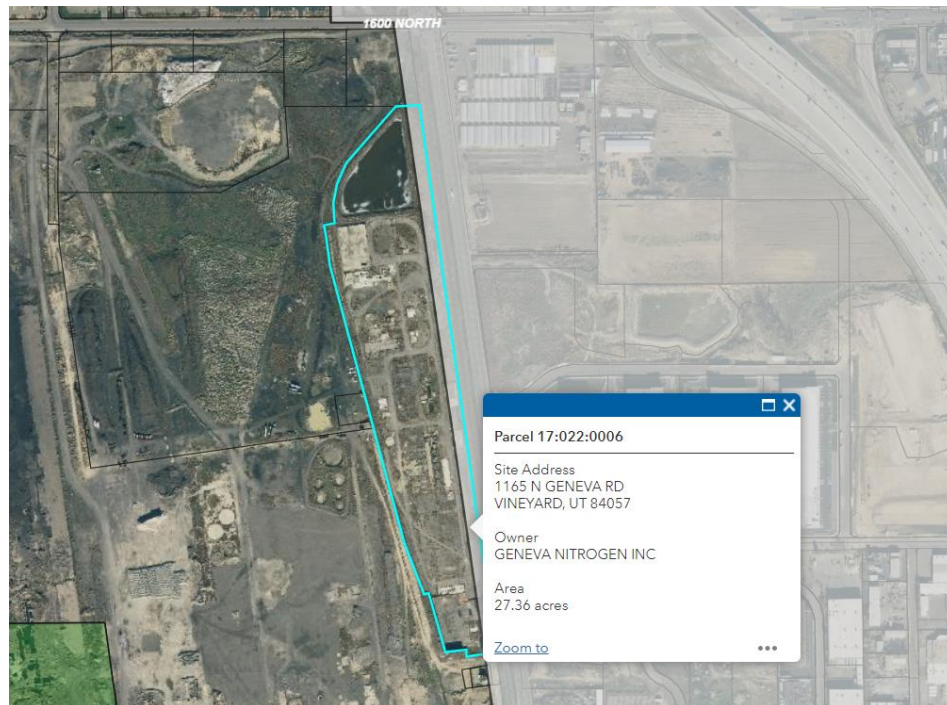
EXHIBIT D

(Phasing plan of the Project)



Community Development

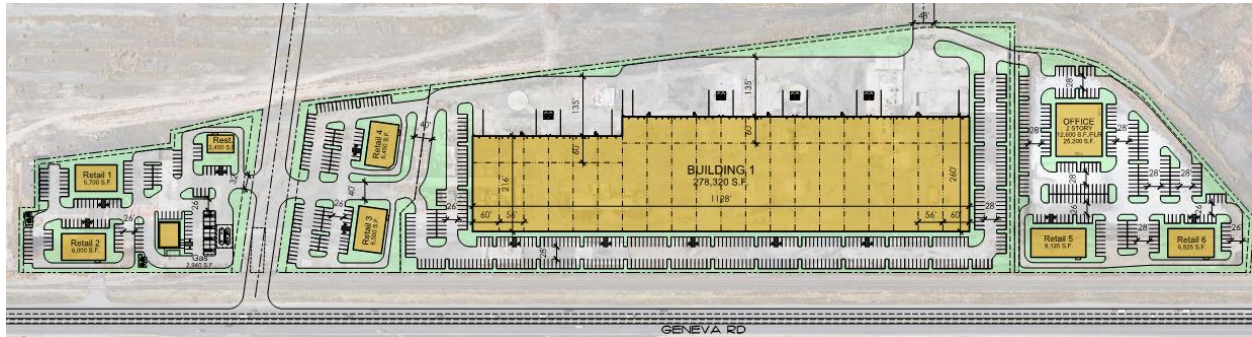
Date: July 13, 2022
From: Morgan Brim, Community Development Director
To: City Council
Item: 9.4 Public Hearing and Consideration of General Plan Land Use and Zoning Map Amendment for the former Geneva Nitrogen property
Location: 1165 N Geneva Road; Serial No: 17:022:0006
Applicant: City Initiated



Proposal:

Vineyard City initiated a general plan land use and zoning map amendment for the former Geneva Nitrogen property. A few years ago, the Redevelopment Agency approved an RDA application to assist with site remediation with a condition that the site be rezoned to a commercial zoning district. The current zoning district is I-1, Industrial which allows for a wide range of industrial and manufacturing uses. The property owner, Geneva Nitrogen, Inc is working with the Boyer Company to purchase the property. The Planning Commission met with a representative from the Boyer Company in a work session to discuss their concept plan and potential land uses for the site. Additionally, Boyer has met separately with council members to receive their feedback on the property concept plan shown below. The proposed Boyer concept presented a mixed of commercial uses including a large central flex office building of 278,320 sf (76.19%), a 25,200-sf office building (11.49%), and eight retail buildings, including a gas station, containing a total of 44,940 sf (12.3%).

Based on the proposed uses, the city has modified the zoning map to contain three zoning categories, Regional Commercial (RC), Flex, Office & Industry (FOI), and Business Park, (BP). The general plan land use map currently did not designate a land use category for this property. It is proposed to designate the project area as Regional Commercial.



Recommendation:

Staff and Planning Commission are recommending adoption of Ordinance 2022-12 Nitrogen Geneva Land Use and Zoning Map Amendments to the City Council.

Recommended Motion:

"I motion to adopt of Ordinance 2022-12 Geneva Nitrogen Land Use and Zoning Map Amendments as presented."

Attachments:

Ordinance 2022-12

ORDINANCE NO.
2022-12

AN ORDINANCE OF THE CITY OF VINEYARD, UTAH TO AMEND THE VINEYARD GENERAL PLAN LAND USE MAP AND VINEYARD ZONING MAP FOR THE PROPERTY KNOWN AS GENEVA NITROGEN, LOCATED AT 1165 N GENEVA ROAD, VINEYARD UTAH 84059; AMENDING LAND USE MAP FROM UNDESIGNATED TO REGIONAL COMMERCIAL AND ZONING MAP FROM I-1 INDUSTRIAL TO REGIONAL COMMERCIAL (RC), BUSINESS PARK (BP), AND FLEX OFFICE INDUSTRY (FOI); PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning Commission held a public hearing on July 7, 2022, and after fully considering public comment and staff analysis recommended approval to the City Council; and

WHEREAS: the City Council having reviewed the proposed land use and zoning map amendments, held a public hearing on July 14, 2022; and

WHEREAS the City Council having considered the recommendation of the Planning Commission and submitted comments and testimony from the public, having determined that it is in the best interest of the public and adopt the proposed land use and zoning map amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF VINEYARD:

Section 1 Attached: Proposed General Plan Land Use Map Amendment

Section 2 Attached: Proposed Zoning Map Amendment

Section 3: REPEALER CLAUSE. All City of Vineyard Plans, which are in conflict herewith are hereby repealed.

Section 4: SAVINGS AND SEVERABILITY CLAUSE. It is hereby declared to be the legislative intent that the provisions and parts of this Ordinance shall be severable. If any paragraph, part, section, subsection, clause, or phrase of this Ordinance is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5: PUBLICATION. This Ordinance, or a summary thereof, shall be published in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

Section 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval, and publication according to law.

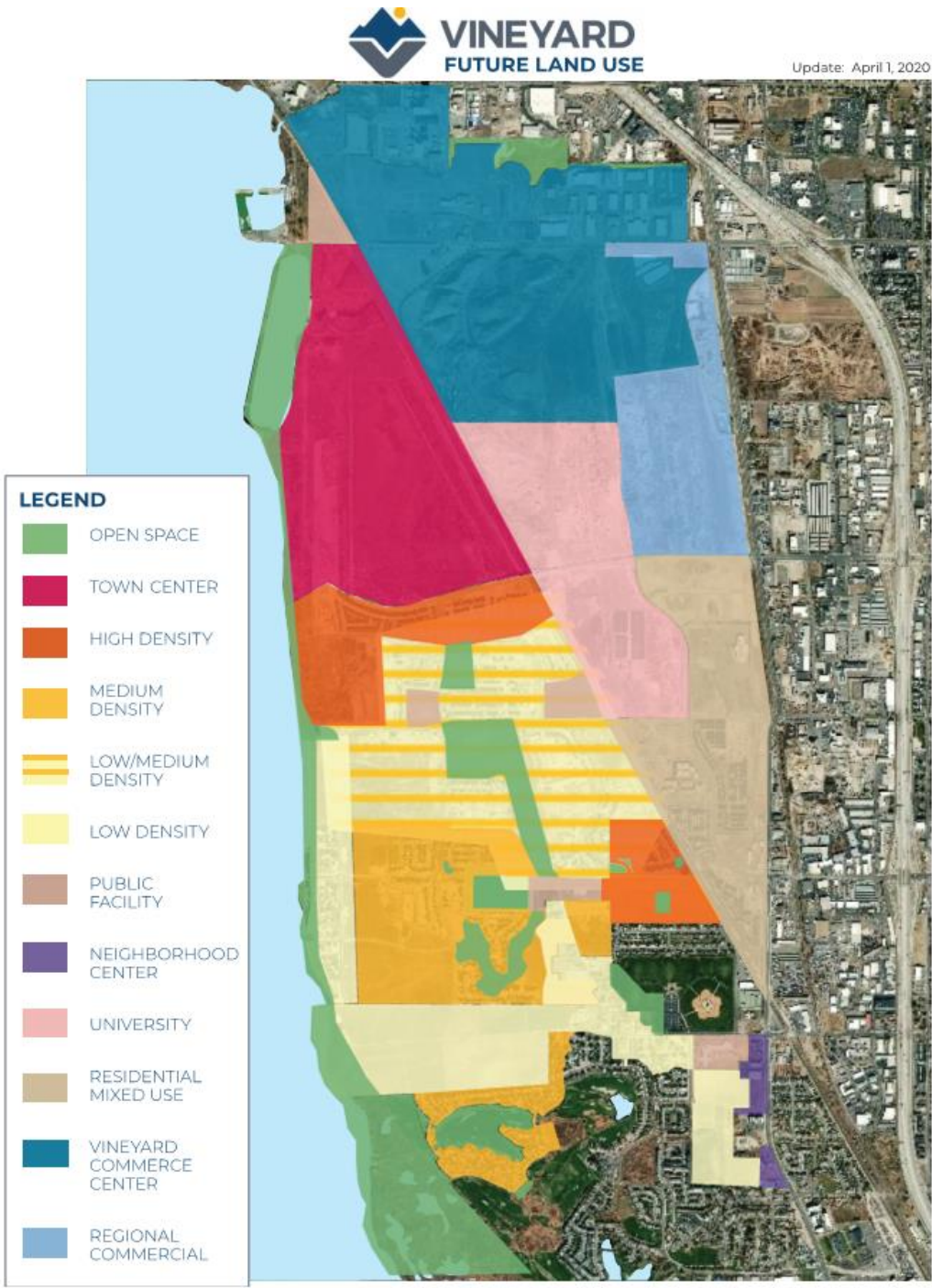
PASSED by the CITY COUNCIL and APPROVED by the Mayor of Vineyard, Utah on this
_____ day of _____ 2022.

Mayor Pro Tempore

ATTEST:

Deputy Recorder

Section 1:



Section 2:

