

ROY CITY COUNCIL MEETING AGENDA

DECEMBER 21, 2021 – 5:30 P.M.

ROY CITY COUNCIL CHAMBERS 5051 S 1900 W ROY, UTAH 84067

This meeting will be streamed live on the Roy City YouTube channel.

<https://www.youtube.com/channel/UC6zdmDzxdOSW6veb2XpzCNA>

A. Welcome & Roll Call

B. Moment of Silence

C. Pledge of Allegiance

D. Consent Item

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

1. Approval of November 16, 2021, Roy City Council Meeting Minutes

E. Public Comments *If you are unable to attend in person and would like to make a comment during this portion of our meeting on ANY topic, you will need to email admin@royutah.org for your comments to be shared.*

This is an opportunity to address Council regarding concerns or ideas on any such topic. To help allow everyone attending this meeting, an opportunity to voice their concerns or ideas, please consider limiting the amount of time you take. While we welcome all input, we recognize some topics may take more time than others. If you feel your message is complicated and requires additional time for explanation, please email your concerns to admin@royutah.org. Your information will be forwarded to all council members and a response will be provided.

F. Action Items

1. Resolution 21-26 Approval of Roy City Voter Participation Areas
2. Resolution 21-27 Approval of 2021 Waterline Replacement Projects

G. Presentations

1. Fiscal Year 2021 Audit Report – Wiggins & Co.

H. Discussion Items

1. RAMP Grant Discussion – Travis Flint

I. City Manager & Council Report

J. Adjournment

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Administration Department at (801) 774-1020 or by email: admin@royutah.org at least 48 hours in advance of the meeting.



Pursuant to Section 52-4-7.8 (1)(e) and (3)(B)(ii) “Electronic Meetings” of the Open and Public Meetings Law, Any Councilmember may participate in the meeting via teleconference, and such electronic means will provide the public body the ability to communicate via the teleconference.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in a public place within the Roy City limits on this 17th day of December 2021. A copy was also posted on the Roy City Website and Utah Public Notice Website on the 17th day of December 2021.

Brittany Fowers
City Recorder

Visit the Roy City Web Site @ www.royutah.org
Roy City Council Agenda Information – (801) 774-1020



ROY CITY
Roy City Council Meeting Minutes
November 16, 2021 – 5:30 p.m.
Roy City Council
5051 S 1900 W Roy, UT 84067

Minutes of the Roy City Council Meeting held in person in the Roy City Council Chambers and streamed on YouTube on November 16, 2021 at 5:30 p.m.

Notice of the meeting was provided to the Utah Public Notice Website at least 24 hours in advance. A copy of the agenda was posted.

The following members were in attendance:

Councilmember Paul
Councilmember Jackson
Councilmember Saxton
Councilmember Wilson

City Manager, Matt Andrews
City Attorney, Andy Blackburn

Also present were Parks and Recreation Director, Travis Flint; Fire Chief, Craig Golden; Police Chief, Matt Gwynn, Morgan Langholf, Steve Parkinson, Glenda Moore, Kevin Homer, Sophie Paul, Randy Scadden, Tim Fulton, Becky McKay, Steve Hoellein, LuJuana Saunders, John Jex, Michael Meenderick, Rick Potokar, Clause Payne, Cathy Payne, Nancy Taylor, Troy Benson, Diane Empey, Terry and Joanne Anderson

A. Welcome & Roll Call

Mayor Dandoy welcomed everyone to the meeting and excused Councilmember Burrell from the meeting as well as welcomed Councilmember Paul via ZOOM.

B. Moment of Silence

Councilmember Wilson invited the audience to observe a moment of silence.

C. Pledge of Allegiance

Councilmember Wilson led the audience in reciting the Pledge of Allegiance.

D. Consent Items

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

- 1. Approval of the September 7 and November 2, 2021, Roy City Council Special Meeting Minutes**

Councilmember Wilson motioned to approve the Consent Items. Councilmember Jackson seconded the motion. All Councilmembers voted “aye.” The motion carried.

E. Public Comments

John Jex, 2261 We. 4550 So. asked Councilmember Saxton if he was related to Brent. Councilmember Saxton replied that he was. Mr. Jex commented on the walkways in the Park Place subdivision and asked if Council had decided about keeping the walkways. Mayor Dandoy said that there were three properties on the agenda that evening unrelated to his concern that would address the catwalks. There would be a

public discussion about these, and Mayor Dandoy believed they were going to leave them all in place, but the concern was going to be about maintaining and preserving them. Mr. Jex suggested getting the school board involved with the city about improvements that needed to be made because students used these walkways. Mayor Dandoy said that the walkways Mr. Jex had brought up wouldn't be addressed in the meeting that evening, but Council would be discussing other catwalks that evening but would inform Mr. Jex of any future addressing of the walkways of his concern.

F. Action Items

1. Employee of the Month

Officer Tim Fulton, 5418 So. 3150 We., read the nomination letter for Officer Jared Smith's Employee of the month. Council thanked Officer Smith for his service. Mayor Dandoy commented that it spoke volumes when a coworker submitted a fellow employee for this nomination.

2. Consideration of the following:

- Ordinance 21-14 To vacate portion of a street at 5200 South near 1900 West
- Ordinance 21-15 To vacate a catwalk at approximately 5300 South 2200 West
- Ordinance 21-16 To vacate a catwalk at approximately 3939 South 2225 West & 2275 West

Steve Parkinson discussed these ordinances. He said that the reason the catwalks Mr. Jex was concerned about were not under discussion was because they didn't think there was a need to discuss them unless someone had negative concerns. Ordinance 21-14 was of concern because the new property owner wanted to redevelop the property and there was a concern about ownership. Ordinance 21-15 was by the junior high and there were two parts to this easement. The two property owners had already fenced off this area and had to maintain the landscaping. The school had already blocked it off which was why the property owners had put up fencing and the property owners wanted to take over ownership. Ordinance 21-16 ran between two streets and just connected two neighborhoods and had some big problems. There was no physical evidence of asphalt or concrete and there was a grade change so even if they wanted to maintain it, it would be nearly impossible to make it ADA compliant. Planning had recommended to vacate these three catwalks and staff made the same recommendation. Mayor Dandoy clarified that this was free of charge and that they were going to transfer the land to the willing property owners. Mayor Dandoy asked how it would affect the dispersing of the property if landowners there didn't want to accept this land. Mr. Parkinson replied that there was one unwilling property owner, but the land would be split amongst the three willing property owners by the junior high. Mayor Dandoy said that now that the city was aware of their ownership of other catwalks in the city, they needed to develop a program for maintenance. City Manager Matt Andrews replied that the reason that maintenance had not be occurring was that when the city acquired the properties 40 years earlier, records weren't kept well enough to know what properties the city actually owner, but now that they knew the parks and recs department could begin to take over maintenance. There would need to be negotiations with property owners about what they expected out of the city with regards to what the city would do to the properties before they took ownership.

Councilmember Paul motioned to approve Ordinance 21-14. Councilmember Jackson seconded the motion. A roll call vote was taken. All councilmembers voted "aye". The motion carried.

Councilmember Paul motioned to approve Ordinance 21-15. Councilmember Jackson seconded the

motion. A roll call vote was taken. All councilmembers voted “aye”. The motion carried.

Councilmember Jackson motioned to approve Ordinance 21-16. Councilmember Wilson seconded the motion. A roll call vote was taken. All councilmembers voted “aye”. The motion carried.

3. Ordinance 21-19 Repealing Title 8 Chapter 2C and re-enacting a new and updated Title 8 Chapter 2C to the Roy City Code Regarding Cross Connection Control

City Manager Matt Andrews presented this item. The state of Utah had a cross connection control policy and the city had done a sanitation survey with the Weber County Health Department to give them suggestions for how they could more align the city’s ordinance with the State’s. This gave them the authority to inspect and the authority to require. This ordinance would put the city more in compliance with the state code.

Councilmember Jackson motioned to approve Ordinance 21-19. Councilmember Saxton seconded the motion. A roll call vote was taken. All councilmembers voted “aye”. The motion carried.

4. Resolution 21-21 Approving contract with USI Cardalls LLC for the 4800 S pole barn insulation project

Parks and Recreation Director, Travis Flint presented this item to the Council. On October 28 they had a bid opening for the insulation for the pole barn at the parks and rec building. They had one bidder, USI Cardalls Inc., for \$29,280. All of the paperwork had been approved so staff recommended for approval of the contract.

Councilmember Wilson motioned to approve Resolution 21-21. Councilmember Jackson seconded the motion. A roll call vote was taken. All councilmembers voted “aye”. The motion carried.

5. Resolution 21-22 Approving contract with Great Western Buildings for Public Works Metal Building

City Manager, Matt Andrews presented this resolution. In the budget they had budgeted money to parks and rec to construct some still buildings to cover up equipment and snowplows. They had received three bids for the project, and this was the lowest bid for the material of the buildings and the parks department would construct the buildings themselves. He recommended approval of the resolution.

Councilmember Jackson motioned to approve Resolution 21-22. Councilmember Saxton seconded the motion. A roll call vote was taken. All councilmembers voted “aye”. The motion carried.

6. Resolution 21-23 Approving contract with AAA Excavating for Layton Canal Culvert at Midland Dr.

City Manager, Matt Andrews presented this item to Council. There was a bridge by Midland Elementary School that didn’t have sidewalks because they were unable to expand the bridge without major renovations. They had received 9 bids for this, and AAA had come in as the lowest bid. The city had experience with AAA, who had done the same kind of bridge on 6000 S. They wanted to do the project in mid-December because they would need to close the road for some time. They were unable to do the project in the summer because the water going through there

was used for culinary water and secondary purposes. It was proposed to close those down once the culverts went in for the bridge and the cost of the project was \$357K. Mayor Dandoy said it was important that Council knew exactly what was going on for this project because people were going to be calling the city with questions but that this was the right thing to do. Councilmember Paul asked if this had been communicated to bridge because it would be a good idea for them to know.

Councilmember Wilson motioned to approve Resolution 21-23. Councilmember Jackson seconded the motion. A roll call vote was taken. All councilmembers voted “aye”. The motion carried.

7. Approval of the 2021 General Election Canvass

City Recorder, Morgan Langholf reviewed the final Canvass results to the Council. She passed out the results of the General Election Canvass for each councilmember to sign and return to her. Mayor Dandoy thanked all of the individuals that had decided to run for public office. He was concerned that he had run unopposed as Mayor because they did not give the citizens a choice.

Councilmember Paul motioned to approve The General Election Canvass. Councilmember Jackson seconded the motion. A roll call vote was taken. All councilmembers voted “aye”. The motion carried.

G. Presentations

1. Cell Phone Tower on City Property

Troy Bensen, Verizon Wireless representative, presented this. In 2018/2019 Verizon had talked with the city about installing a tower. He showed a map of the proposed area and said that they were looking at putting in a 100ft. communications tower. They had gotten pretty far into the project, but it had been put on hold for a few years, so the area had already been surveyed and had drawings prepared for it. He presented elevations of the tower and ground equipment. Councilmember Wilson asked what the size of the base would be. Mr. Bensen replied that he didn't have an exact dimension in front of him. Councilmember Wilson asked how long the lease would go for, who would cancel the lease, and who would pay for the removal of the infrastructure if the lease was terminated. Mr. Bensen replied that that would all come down to lease negotiations between the city and Verizon. The average lease term was 25 years and Verizon liked to start with an initial 5-year option with 4 5-year options to renew but it was all up for negotiation. Councilmember Wilson asked if they asked for the opinions of homeowners in the area. Mr. Bensen replied that it would be a conditional use structure so it would have to go before the planning commission where there would be a public hearing. Councilmember Saxton asked how close the base was to the existing homes. Mr. Parkinson said that the road had a 60 ft. right of way and there was a 20 ft. setback, so they were looking at around 100ft. from the nearest home. Councilmember Paul asked how many Verizon customers this tower would service. Mr. Bensen said he didn't have an exact answer but on average a cell tower like this would cover a ½ mile to a 1-mile radius. Councilmember Paul asked if they could put it on back of property. Mr. Bensen said that this location was the best option because of access and utilities. Mayor Dandoy said that zoning was another consideration because a tower like this wasn't zoned for residential. Councilmember Wilson asked how often a tower like this needed to be maintained. Mr. Bensen said that the antennas might be modified every 1-2 years and once the structure was complete it would only need to be visited a handful of time per year.

2. Fire Response Protocols

Fire Chief, Craig Golden presented this item. The main focus of the presentation would be about the vehicles. The fire department was having the same issue with wages as the police department was having. He was concerned about losing their medics. He wanted to add two battalion chiefs that they could pay for with their paramedic funds. Firefighters are also trained as EMTs which was why fire engines responded

to EMS calls. He said that there are usually only 2 people on an ambulance at a time and most calls required more than two people, usually a minimum of 4. A cardiac arrest calls for a bare minimum of 6 people. He said they had a large overlapping of skills within the police department, fire department, and EMTs which was why different engines showed up to different incidents. He said that in the 70's and 80's fire departments became EMT certified because of the rural communities and that they all worked as a team.

Chief Golden showed a picture of the minimum amount of people they needed on a cardiac arrest call, which he referred to as a pit crew. He explained the separate roles required. He then explained the roles fulfilled on a fire call. Their minimum staffing was ten people, which didn't cover the 15 required for a fire call. Bringing on the two new battalion chiefs would help alleviate some of this. They needed experienced captains on each call for safety issues because there are some things that you can only learn through experience, not education. The command role was the piece they were missing in Roy.

Chief Golden explained the difference between an alpha and a delta call. An alpha call was a basic call such as a fall and an ambulance were all they really needed unless there were special circumstances, which they would then label as a bravo and send out a fire engine or other first responder. Engines would also go on calls if ambulances were out of the area. Engines were added on calls all the way up through delta calls. Engines will cancel themselves if the incident only requires two people. This was normal routine, and the ambulance would call for an engine if necessary.

Chief Golden talked about ladder trucks. He said that ladder trucks were sent for heights and access to taller buildings. Ladder trucks were a multi-use rescue unit and were like big toolboxes. Their ladder truck was a 2006 dual axle ladder, and it wore out tires very quickly. It had been in the shop 100 days over the past year and the station 31 truck had also been in the shop over the year. There had been times when both engines were in the shop at the same time, and they had to reach out to Riverdale. All of their apparatus were getting to the end of their age and the maintenance level was high. 15 years was a normal mark for a replacement plan for fire trucks and 3-4 years for ambulances. Ambulance 32 was a 2018 and had already had the engine replaced with 72K miles on it. Ambulance 31 was due to be replaced last year and new ambulances were due to be delivered in July. The overall life of an ambulance in Roy was 6 years. They had one going on ten years which was their ALS transfer at 32 and would probably be sold soon. He said a replacement plan was key, so he didn't have to come to Council every 4-5 years and ask for more money. They last time they had modified the plan was in 2003 and the \$185K they had allotted wouldn't cover the price of an ambulance. The command vehicles were both over 100K and they needed to have a solid replacement plan.

City Manager Matt Andrews said that the last they had talked about the ladder truck was that they were hoping to do something with ARPA funding. They had since found out that they could not do that but there was still a need for a ladder truck. The audits for the year would be coming in soon and they would be receiving a lot of money from sales tax on online purchases that they had allotted to the capital projects fund. They had budgeted around \$1M to be moved into the capital projects fund that they could use towards a new ladder truck. Councilmember Wilson asked how long it would take to get a truck if they decided to go through with it. Chief Golden replied that there were factory-built rigs with single axles and 107 ft. ladders that they could use that they could get in two months, or they could get a custom-built truck, which he would like to avoid, in two years.

Mayor Dandoy asked what the price of a new ladder truck would be. Chief Golden replied that the one he was talking about at the time was around \$1.1M, if they waited until after February, they could be up to around \$1.5M. If they ordered it now, they could lock in the price and set up payment options.

3. Recruitment and Retention for Police

Police Chief Matt Gwynn presented this item. He presented them with 5 months' worth of research and

data. He referred to pages 6 and 7 of the report and explained the data regarding span of control. In 2021 there had been positions eliminated for cost savings or through attrition and the span of control was too large and there was a continuity problem with regards to who reported to who. He thought there was an easy fix in form of an officer in charge of all of evidence control that they would pay around \$32/hr., but they could have an evidence clerk do the same job for about \$19/hr. based on how the salary survey turned out. They used to have an evidence clerk, but that position was disposed of. The admin sergeant that he would be proposing would reduce the span of control back to what it originally was in 2013 which would give them a civilian employee that could address evidence as the time on evidence, specifically digital evidence, continued to grow. They hadn't had body cameras when they eliminated the evidence clerk position and as time went on the hours spent on body cam evidence was going to continue to go up. The previous evidence clerk was also the investigations clerk. They didn't envision that if they brought the evidence clerk position back. What they were asking for was an evidence clerk. The officer that was doing the evidence at the time would just be reclassified to the admin sergeant. The cost of the reclassification would be the cost of the promotion itself.

Chief Gwynn referred to page 15 in the report regarding salary. His goal was to be competitive with surrounding agencies. City Manager Matt Andrews discussed salaries. He said that it had taken them so long to make a move because they wanted to fix it and they wanted to do it right. This was not an insignificant change, and they were looking at it going into effect in January. The city was losing employees because other cities were offering \$6/hr. more and other cities liked taking Roy employees because Roy trained them so well but underpaid them.

Councilmember Paul recommended making the pay for the police department retroactive back to July 1. He said that police officers had been patient with them and stuck with them and the city owed it to the police officers because of their dedication to the city. Mayor Dandoy said that they had good people and they needed to take care of them and asked Mr. Andrews to look at the numbers for his January presentation. He said they needed to find an answer and he was concerned that if they didn't find the right answer their employees would find somewhere that would give them the right answers. Councilmember Wilson agreed with Councilmember Paul that they needed to find the funds to backpay the police officers to July.

Mayor Dandoy commented that other agencies were looking into hiring social workers and asked if there were other resources that could be considered to shift the burden from situations police officers found themselves in. Chief Gwynn replied that that was an excellent question but that they could get lost in the weeds very quickly. He said that they were working with Weber Human Services and with the chair of the Health and Human Services Committee and with Intermountain Healthcare and they were trying to beef up the access center at McKay Dee hospital to a no refusal center and they were trying to get enough funding to allow them to increase mobile crisis units. They were trying to get responders trained on the triage of mental health crisis and trying to create a plan in Weber County for mental health calls. The goal of the program was to remove law enforcement from the call at the dispatch level whenever possible. This was being done at the state level, but it was one thing that they could do. He said that they had to decide what services they would want to provide and what they would want to spend on it. Mayor Dandoy said that they needed to look at ways to take any amount of stress off the job of the officers. Weber County has been trying to address the issue with a comprehensive approach and other counties are patterning what Weber County has been doing over the past few years in that aspect.

Councilmember Wilson asked what some of the cost savings would be once they eliminated overtime. Chief Gwynn replied that they had a long-range plan and with the mid-budget fix, the only savings they would see with regards to overtime was going to be in the ability to retain employees but over the long-term the overtime savings would start to present themselves. Councilmember Jackson asked if they were going to wait until January to hire the evidence clerk. Chief Gwynn replied that it was best for the city to wait until January and hire in accordance with the budget. Councilmember Jackson asked if they were fully staffed and asked how many people had less than 5 years of experience. Chief Gwynn replied that they

were currently down 4 officers and that most of the force had less than 5 years of experience. They had an 87% turnover at the line level since 2018.

H. Discussion Items

1. Ogden Weber Tech College Recipient

One person applied for the scholarship and so Mayor Dandoy said Council should support this applicant and make their recommendation to Ogden Weber Tech for the applicant by December 1.

2. Hire Contractor to develop Water Conservation Plan for all parks

Mayor Dandoy presented this discussion item. He talked about conservation programs that had been discussed and said that they had asked the director of the flip your strip program to give a presentation to Council in January. Despite high October rains they were still facing a crisis and the drought was still here and was expected to be until at least January 31. He asked Council if they wanted to reach out to a contractor to see where they could xeriscape around the city. If they were going to ask citizens to reduce consumption, the city needed to be the example and lead the way. Councilmember Paul suggested putting the issue to the parks and rec department instead of paying out a private contractor. Councilmember Wilson agreed and asked Parks and Rec Director Travis Flint if he had any suggestions. Mr. Flint said that he couldn't agree with them more. Most xeriscapes were designed to be 50-75% water reduction and the more plants and vegetation they put in the more water they were going to use. He said they were going to xeriscape the land around the building they were constructing as well as with any new projects in the future. He thought that their staff knew the city better than an outside contractor and knew where they could have success. Councilmember Saxton thought that in-house was the way to go. Councilmember Jackson asked about the cost of maintenance for xeriscaping so people could take it all into consideration.

3. Resident Survey

A survey had been done in February, but the city had been asked if they wanted to sponsor another survey. Mayor Dandoy asked if Council would like to do another survey. Councilmember Wilson said that she thought it would be beneficial because they had important topics coming up. They had financial matters that would be difficult for residents to understand the financial necessities and it would be good to know what services the citizens actually wanted. Councilmember Jackson asked if they would use the same company as they had for the last survey because she thought that they had done a good job. Councilmember Saxton said that the cost would be important and that they had been pretty thorough with getting the previous survey out to the public, but he didn't want to just do it because they would get a cheaper price. Mayor Dandoy thought that if they could produce a new set of important questions than it might be beneficial, but they didn't just want to ask the same questions. Councilmember Paul said that they had only gotten 5,000 people to vote and only 800 people to turn in the last survey and suggested producing a more creative way to survey citizens that wouldn't cost them \$10K. It was agreed they would look into options.

4. Streetlight on 2350 West

The residents in the area thought that because of the way the road was curved that they needed a streetlight there. The public works department agreed that there was a blackout area there but the lights that were currently in place met the standard so they couldn't recommend it because it currently met the standards. This meant that only the City Council could recommend it. Councilmember Wilson said that she would be interested in the price. Councilmember Jackson said that she had talked to the woman who was pushing for this streetlight and that the one person that was on the fence about it said that as long as it wasn't in front of his house, he would like to have the light. Councilmember Saxton said he would support a streetlight if the area was dark and didn't cost too much. City Manager Matt Andrews said that they were

about \$2500 and the maintenance would be minimal. Mayor Dandoy said that ultimately it would be up to Public Works. Council agreed that if Public Works was okay with it then to go ahead with it.

5. Draft Business Advisory Board Policy

Mayor Dandoy said that they wanted to have a more structured approach to the policy of the board. He asked if Council was okay to press forward with a final draft for the policy. Councilmember Wilson asked about the language in 2-3-1 where it said 'advising' Council. City Attorney Andy Blackburn said that he would use 'recommend' instead of 'advise'. Councilmember Wilson also suggested a 2- or 3-year term rather than a 5-year term. Mayor Dandoy said that this Board was only a few years old and although it had accomplished a lot, what it needed was guidance. Mayor Dandoy said that this board was designed to advise the Council and he thought that they needed to be present and on the agenda once a quarter. The process of appointing board members was discussed.

I. Reports

1. City Manager Report

City Manager Matt Andrews reported that the city's website was almost done. They were planning to go live before December 2nd but would continue to work on the site with the platform. He reminded Council of the tree lighting ceremony the following Monday at 4:30.

2. Mayor and Council Report

Councilmember Wilson said that the Roy City signs should be up the following week. Mayor Dandoy said that on November 17th they had the Roy High play and dinner event. December 15 Roy city was having their holiday event.

I. Adjournment

Councilmember Wilson motioned to adjourn the City Council meeting at 8:08 p.m. Councilmember Jackson seconded the motion. All Councilmembers voted "Aye." The motion carried.

Robert Dandoy
Mayor

Attest:

Brittany Fowers
City Recorder

dc:

RESOLUTION 21-26

A RESOLUTION CREATING ROY CITY VOTER PARTICIPATION AREAS

WHEREAS, in 2019 Utah Code Section 20A-7-401.3 was adopted which required that prior to January 1, 2020, and again prior to January 1, 2022, Roy City divided the city into four contiguous and compact voter participation areas of substantially equal population; and

WHEREAS, prior to January 1, 2020, Roy City created four Voter Participation Areas which met those requirements; and

WHEREAS, the U.S. Census Bureaus 2020 census shows that the population of Roy City has increased and the distribution of the population has changed since the census that existed prior to January 1, 2020; and

WHEREAS, due to the changes in Roy City's population and distribution, the Weber County Clerk/Auditors Office has proposed new Voter Participation Areas which meet legal requirements of contiguous, compact, and substantially equal population; distributing as shown in the map attached here as Exhibit "A"

WHEREAS, the City Council has reviewed the proposed Voter Participation Areas and finds that they are contiguous and compact and of substantially equal population; and

WHEREAS, the Roy City Council hereby finds this action to be in the best interest of the public's health, safety, and general welfare.

NOW, THEREFORE, Be it resolved by the Roy City Council as follows:

SECTION 1. Adoption of Voter Participation Areas. The Roy City Council does hereby adopt four (4) Voter Participation Areas consisting of Roy City voting precincts as described below and depicted on the map which is attached hereto and incorporated by this reference as "Exhibit A".

Roy VPA Area 1= ROY01, 02, 04, 05, 06: 9,981 Registered Voters

Roy VPA Area 2= ROY07, 08, 12, 13, 14, 18: 9,928 Registered Voters

Roy VPA Area 3= ROY17, 20, 21, 22, 23: 9,558 Registered Voters

Roy VPA Area 4= ROY09, 10, 11, 15, 16, 19: 9,842 Registered Voters

SECTION 2. Effective Date. This Resolution shall take effect immediately upon passage.

APPROVED, PASSED AND ADOPTED BY THE ROY CITY COUNCIL THIS ____ DAY OF DECEMBER 2021

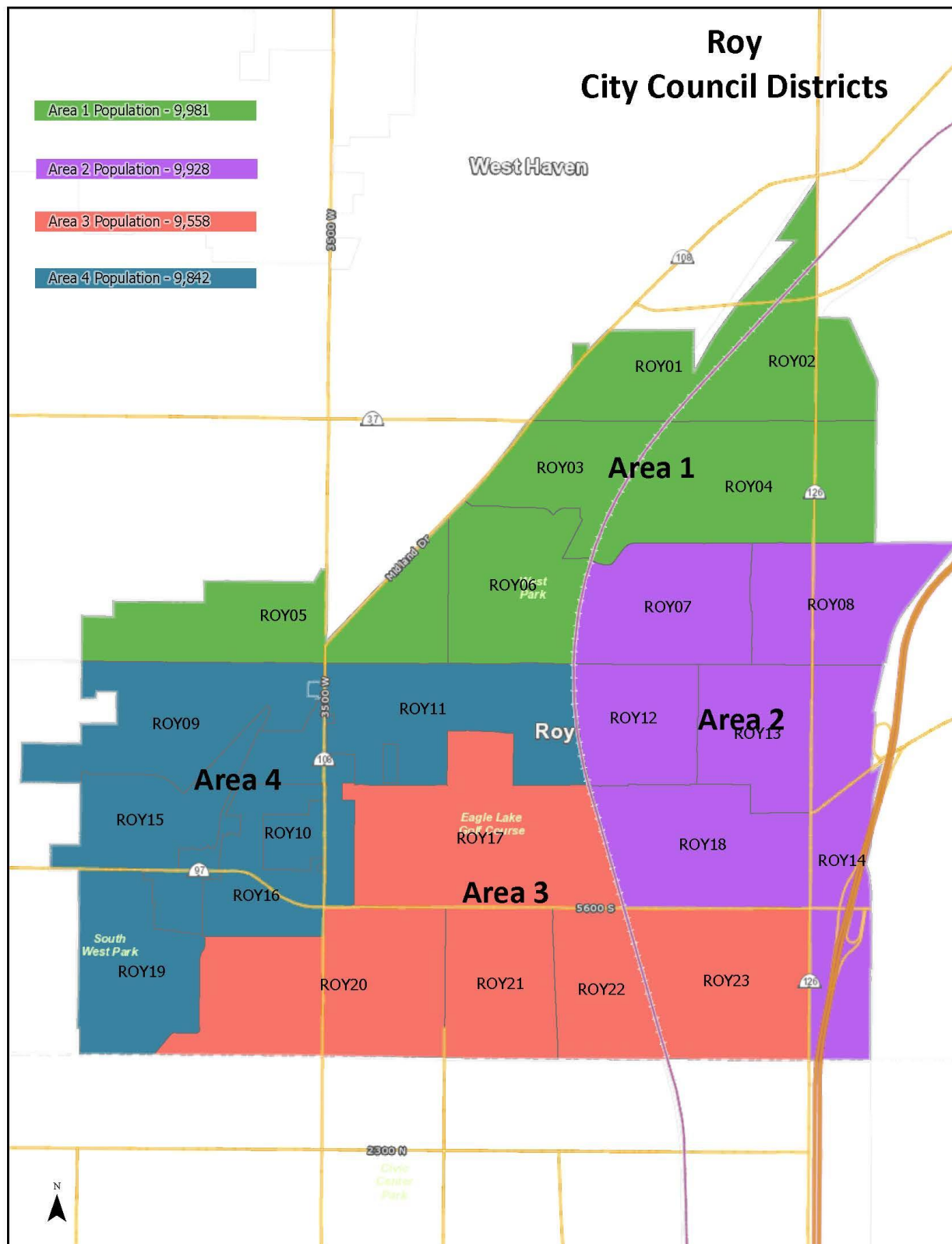
Robert Dandoy
Mayor

Attested:

Brittany Fowers
City Recorder

Councilmember Jackson	_____
Councilmember Paul	_____
Councilmember Burrell	_____
Councilmember Wilson	_____
Councilmember Saxton	_____

EXHIBIT “A”



Code reference 20A-7-401.3.

1. A 3rd or 4th class city is required to establish **four Voter Participation Areas (VPA)** within their city. VPA are used only in conjunction with a city referendum or initiative.

- How are VPA used?
 - In order for a referendum or initiative to pass, the sponsors are required to collect a certain number of signatures of registered voters within the city.
 - A percentage of those signatures must come from each VPA.

2. VPA must be

- ✓ **Substantially equal in population** (using the most recent census data)
- ✓ Geographically compact
- ✓ Geographically contiguous
 - *Best practice is to create VPA using the precincts established by Weber County.*

3. Weber County has provided your city with a VPA map proposal that meets all statutory requirements.

- Your City Council may approve the county's proposal **OR**
- Your City Council may draw their own VPA
 - *Weber County can provide the necessary census data*

4. VPA must be approved by your City Council

- **Deadline is January 1, 2022**
 - *A public hearing is **not required**.*

5. Please notify Weber County Elections once your VPA is approved and let us know if you've approved our proposal or one drawn by the city.

Please contact Daniel Wade, dwade@co.weber.ut.us or 801-399-7411 with any questions.

RESOLUTION 21-27

**A RESOLUTION OF THE ROY CITY COUNCIL APPROVING AN AGREEMENT
BETWEEN ROY CITY CORPORATION AND ORMOND CONSTRUCTION, INC. FOR
THE 2021 WATERLINE REPLACEMENT PROJECT**

WHEREAS, the Roy City Council desires to have the Roy City waterline replacement projects for 2021; and

WHEREAS, a Request for Proposals for the 2021 waterline replacement projects was advertised; and

WHEREAS, Ormond Construction, Inc. was the lowest responsive, responsible bidder; and

WHEREAS, the Roy City Council desires to enter into an Agreement which is attached hereto, with Ormond Construction, Inc., and

WHEREAS, the Agreement sets forth the respective rights and responsibilities of the Parties regarding the 2021 waterline replacement projects.

NOW THEREFORE, BE IT RESOLVED on this ____ day of December, 2021 by the Roy City Council that the contract for the 2021 waterline replacement projects be approved and awarded to the Ormond Construction, Inc. and that the Mayor is authorized to execute the Agreement.

Robert Dandoy
Mayor

Attest:

Brittany Fowers
City Recorder

Councilmember Wilson _____
Councilmember Paul _____
Councilmember Burrell _____
Councilmember Jackson _____
Councilmember Saxton _____



Memorandum

To: Ross Oliver, Public Works Director
Brandon Edwards, Assistant Public Works Director
Edward Sorensen, Water and Sewer Superintendent
Roy City Corporation

From: John Bjerregaard, P.E.
Wasatch Civil Consulting Engineering

Date: December 6, 2021

Subject: **2021 Waterline Replacement Project**

Summary

An invitation to bid for the 2021 Waterline Replacement Project was advertised in the Ogden Standard Examiner on November 2nd and 9th, 2021. In response, eight bids were received by the November 23rd deadline. The low bid was \$1,346,833.91 from Ormond Construction. The engineer's project estimate was \$1,400,485.00. The bid from Ormond Construction has been reviewed and found to be complete and consistent with the bid requirements. Ormond Construction is an experienced, local contractor and has completed similar work.

Recommendation

We recommend that the contract for the 2021 Waterline Replacement Project be awarded to Ormond Construction for \$1,346,833.91. If you agree with this recommendation, please have the Mayor sign the attached Notice of Award and Contract Agreement. Once notified, the Contractor will have 14 days to respond with the following:

1. Signed Contract Agreement
2. Acknowledgment of Notice of Award
3. Certificate of Insurance
4. Performance and Payment Bonds

When all of the required documents have been submitted, we will schedule a pre-construction meeting for the project and the Notice to Proceed will be issued to the Contractor at the meeting. Construction can commence thereafter.

Background

This project includes replacing approximately 6,840 feet of waterline in streets. Existing waterlines within the project area are undersized and nearing the end of their service life.

NOTICE OF AWARD

DATED: December 7, 2021

TO: Ormond Construction, Inc.

ADDRESS: P.O. Box 598, Willard, UTAH 84340-0598

PROJECT: 2021 Waterline Replacement Project

You are notified that your Bid dated November 23, 2021, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the **2021 Waterline Replacement Project (Schedules A, B, and C)**. The Contract Price of your Contract is One Million, Three Hundred Forty-Six Thousand, Eight Hundred Thirty-Three and 91/100's Dollars (\$1,346,833.91).

Actual total price will be based on the sum of work items completed (as measured in the field) multiplied by the unit prices for each item.

One copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award:

1. Submit a Signed Contract Agreement
2. Submit a Payment Bond
3. Submit a Performance Bond
4. Submit Certificates of Insurance as specified in General and Supplementary Conditions

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

Roy City Corporation
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)



2021 Roy City Waterline Replacement Project

Roy City Corporation

Bid Opening Date: November 23, 2021 Time: 1:30 p.m. Place: Roy City Public Works Building



				Engineer's Estimate		Ormond Construction, Inc.		Newman Construction, Inc.		CT Davis Excavation	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A - 4175 W, 4225 W, 5550 S, and 5600 S											
A1	Mobilization and Traffic Control:	1	L.S.	\$40,000.00	\$ 40,000.00	\$ 47,715.00	\$ 47,715.00	\$ 41,000.00	\$ 41,000.00	\$ 40,000.00	\$ 40,000.00
A2	8" Dia. PVC C900 DR14 Pipe:	2790	L.F.	\$50.00	\$ 139,500.00	\$ 71.32	\$ 198,982.80	\$ 60.00	\$ 167,400.00	\$ 60.65	\$ 169,213.50
A4	8" D.I. 11.25 Degree Bend:	4	Each	\$750.00	\$ 3,000.00	\$ 734.31	\$ 2,937.24	\$ 865.00	\$ 3,460.00	\$ 1,105.00	\$ 4,420.00
A5	8" D.I. 22.5 Degree Bend:	2	Each	\$760.00	\$ 1,520.00	\$ 753.49	\$ 1,506.98	\$ 890.00	\$ 1,780.00	\$ 1,126.00	\$ 2,252.00
A7	8" D.I. 90 Degree Bend:	1	Each	\$800.00	\$ 800.00	\$ 806.00	\$ 806.00	\$ 950.00	\$ 950.00	\$ 1,186.00	\$ 1,186.00
A8	8" Thru X 8" Branch D.I. Tee:	1	Each	\$980.00	\$ 980.00	\$ 1,205.67	\$ 1,205.67	\$ 2,660.00	\$ 2,660.00	\$ 1,510.00	\$ 1,510.00
A9	8" D.I. Gate Valve with Valve Box & Lid:	9	Each	\$2,000.00	\$ 18,000.00	\$ 2,353.88	\$ 21,184.92	\$ 2,550.00	\$ 22,950.00	\$ 3,911.00	\$ 35,199.00
A10	Hot Tap 8" Dia. D.I. Waterline (8" x 8" Romac SST Tapping Saddle):	4	Each	\$2,500.00	\$ 10,000.00	\$ 2,312.39	\$ 9,249.56	\$ 3,250.00	\$ 13,000.00	\$ 5,212.00	\$ 20,848.00
A12	Fire Hydrant Assembly:	7	Each	\$6,700.00	\$ 46,900.00	\$ 6,476.99	\$ 45,338.93	\$ 6,700.00	\$ 46,900.00	\$ 8,894.00	\$ 62,258.00
A13	Water Services - Water Main to Existing Meter Box:	66	Each	\$1,600.00	\$ 105,600.00	\$ 990.35	\$ 65,363.10	\$ 1,050.00	\$ 69,300.00	\$ 1,872.00	\$ 123,552.00



2021 Roy City Waterline Replacement Project

Roy City Corporation

Bid Opening Date: November 23, 2021 Time: 1:30 p.m. Place: Roy City Public Works Building



				Engineer's Estimate		Ormond Construction, Inc.		Newman Construction, Inc.		CT Davis Excavation	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A14	Remove Existing Fire Hydrant:	7	Each	\$685.00	\$ 4,795.00	\$ 951.24	\$ 6,658.68	\$ 400.00	\$ 2,800.00	\$ 500.00	\$ 3,500.00
A15	Remove Existing Valve and Valve Box:	7	Each	\$500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 285.00	\$ 1,995.00	\$ 800.00	\$ 5,600.00
A16	Abandon Existing 4" or 6" Dia. Waterline (Cap at Tee):	4	Each	\$1,500.00	\$ 6,000.00	\$ 198.73	\$ 794.92	\$ 910.00	\$ 3,640.00	\$ 1,190.00	\$ 4,760.00
A17	Concrete Plug for End of Abandoned Waterline:	30	Each	\$200.00	\$ 6,000.00	\$ 60.00	\$ 1,800.00	\$ 450.00	\$ 13,500.00	\$ 300.00	\$ 9,000.00
A19	Remove and Replace Curb and Gutter:	70	L.F.	\$60.00	\$ 4,200.00	\$ 63.00	\$ 4,410.00	\$ 57.00	\$ 3,990.00	\$ 78.93	\$ 5,525.10
A21	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	4800	S.Y.	\$30.00	\$ 144,000.00	\$ 31.42	\$ 150,816.00	\$ 42.00	\$ 201,600.00	\$ 38.73	\$ 185,904.00
A22	UDOT Asphalt Patch (6" HMA/ 8" UTBC/ 12" GB):	40	S.Y.	\$60.00	\$ 2,400.00	\$ 46.91	\$ 1,876.40	\$ 124.00	\$ 4,960.00	\$ 59.80	\$ 2,392.00
A23	Granular Backfill Borrow:	4800	Tons	\$20.00	\$ 96,000.00	\$ 10.24	\$ 49,152.00	\$ 24.00	\$ 115,200.00	\$ 21.59	\$ 103,632.00
#REF!	Sediment Barriers at Storm Drain Catch Basins:	14	Each	\$300.00	\$ 4,200.00	\$ 411.30	\$ 5,758.20	\$ 110.00	\$ 1,540.00	\$ 400.00	\$ 5,600.00
Schedule A Total					\$ 637,395.00		\$ 619,056.40		\$ 718,625.00		\$ 786,351.60



2021 Roy City Waterline Replacement Project

Roy City Corporation

Bid Opening Date: November 23, 2021 Time: 1:30 p.m. Place: Roy City Public Works Building



				Engineer's Estimate		Ormond Construction, Inc.		Newman Construction, Inc.		CT Davis Excavation	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule B - 2575 W, 2600 W, 2625 W, 2610 W, and 5950 N											
B1	Mobilization and Traffic Control:	1	L.S.	\$ 40,000.00	\$ 40,000.00	\$ 19,500.00	\$ 19,500.00	\$ 33,800.00	\$ 33,800.00	\$ 45,500.00	\$ 45,500.00
B2	8" Dia. PVC C900 DR14 Pipe:	3,420	L.F.	\$ 50.00	\$ 171,000.00	\$ 71.60	\$ 244,872.00	\$ 60.00	\$ 205,200.00	\$ 60.65	\$ 207,423.00
B3	8" D.I. Coupler:	5	Each	\$ 1,200.00	\$ 6,000.00	\$ 749.79	\$ 3,748.95	\$ 740.00	\$ 3,700.00	\$ 1,307.00	\$ 6,535.00
B6	8" D.I. 45 Degree Bend:	4	Each	\$ 770.00	\$ 3,080.00	\$ 758.48	\$ 3,033.92	\$ 900.00	\$ 3,600.00	\$ 1,131.00	\$ 4,524.00
B8	8" Thru X 8" Branch D.I. Tee:	3	Each	\$ 980.00	\$ 2,940.00	\$ 1,432.56	\$ 4,297.68	\$ 1,715.00	\$ 5,145.00	\$ 1,510.00	\$ 4,530.00
B9	8" D.I. Gate Valve with Valve Box & Lid:	7	Each	\$ 1,995.00	\$ 13,965.00	\$ 2,318.20	\$ 16,227.40	\$ 2,650.00	\$ 18,550.00	\$ 3,911.00	\$ 27,377.00
B10	Hot Tap 8" Dia. D.I. Waterline (8"x8" Romac SST Tapping Saddle):	1	Each	\$ 2,500.00	\$ 2,500.00	\$ 2,312.39	\$ 2,312.39	\$ 3,085.00	\$ 3,085.00	\$ 5,212.00	\$ 5,212.00
B11	Hot Tap 8" Dia. D.I. Waterline (8" X 14" Romac SST Tapping Saddle):	1	Each	\$ 2,500.00	\$ 2,500.00	\$ 3,573.43	\$ 3,573.43	\$ 4,000.00	\$ 4,000.00	\$ 5,486.00	\$ 5,486.00
B12	Fire Hydrant Assembly:	5	Each	\$ 6,700.00	\$ 33,500.00	\$ 6,440.75	\$ 32,203.75	\$ 6,850.00	\$ 34,250.00	\$ 8,894.00	\$ 44,470.00
B13	Water Services-Water Main to Existing Meter Box:	88	Each	\$ 1,600.00	\$ 140,800.00	\$ 970.99	\$ 85,447.12	\$ 1,050.00	\$ 92,400.00	\$ 1,872.00	\$ 164,736.00
B14	Remove Existing Fire Hydrant:	4	Each	\$ 685.00	\$ 2,740.00	\$ 800.00	\$ 3,200.00	\$ 375.00	\$ 1,500.00	\$ 500.00	\$ 2,000.00
B15	Remove Existing Valve and Valve Box:	5	Each	\$ 500.00	\$ 2,500.00	\$ 500.00	\$ 2,500.00	\$ 280.00	\$ 1,400.00	\$ 800.00	\$ 4,000.00
B16	Abandon Existing 4" or 6" Dia. Waterline (Cap at Tee):	1	Each	\$ 1,500.00	\$ 1,500.00	\$ 150.10	\$ 150.10	\$ 900.00	\$ 900.00	\$ 1,190.00	\$ 1,190.00
B17	Concrete Plug for End of Abandoned Waterline:	20	Each	\$ 200.00	\$ 4,000.00	\$ 60.00	\$ 1,200.00	\$ 445.00	\$ 8,900.00	\$ 300.00	\$ 6,000.00
B18	Connection to Existing Waterline:	5	Each	\$ 800.00	\$ 4,000.00	\$ 1,593.68	\$ 7,968.40	\$ 800.00	\$ 4,000.00	\$ 6,300.00	\$ 31,500.00
B19	Remove and Replace Curb and Gutter:	50	L.F.	\$ 60.00	\$ 3,000.00	\$ 63.00	\$ 3,150.00	\$ 57.00	\$ 2,850.00	\$ 78.93	\$ 3,946.50
B21	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	3,420	S.Y.	\$ 30.00	\$ 102,600.00	\$ 31.49	\$ 107,695.80	\$ 42.50	\$ 145,350.00	\$ 38.73	\$ 132,456.60
B23	Granular Backfill Borrow:	4,800	Tons	\$ 20.00	\$ 96,000.00	\$ 10.24	\$ 49,152.00	\$ 24.00	\$ 115,200.00	\$ 21.59	\$ 103,632.00
B24	Sediment Barriers at Storm Drain Catch Basins:	10	Each	\$ 300.00	\$ 3,000.00	\$ 411.30	\$ 4,113.00	\$ 110.00	\$ 1,100.00	\$ 400.00	\$ 4,000.00
Schedule B Total					\$ 635,625.00		\$ 594,345.94		\$ 684,930.00		\$ 804,518.10



2021 Roy City Waterline Replacement Project

Roy City Corporation



Bid Opening Date: November 23, 2021 Time: 1:30 p.m. Place: Roy City Public Works Building

				Engineer's Estimate		Ormond Construction, Inc.		Newman Construction, Inc.		CT Davis Excavation	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule C - 2275 West Street											
C1	Mobilization and Traffic Control:	1	L.S.	9000	\$ 9,000.00	\$ 11,300.00	\$ 11,300.00	\$ 14,975.00	\$ 14,975.00	\$ 12,000.00	\$ 12,000.00
C2	8" Dia. PVC C900 DR14 Pipe:	630	L.F.	50	\$ 31,500.00	\$ 79.60	\$ 50,148.00	\$ 60.00	\$ 37,800.00	\$ 65.89	\$ 41,510.70
C9	8" D.I. Gate Valve with Valve Box & Lid:	1	Each	1995	\$ 1,995.00	\$ 2,251.83	\$ 2,251.83	\$ 2,500.00	\$ 2,500.00	\$ 3,911.00	\$ 3,911.00
C11	Hot Tap 8" Dia. D.I. Waterline (8"x 14" Romac SST Tapping Saddle):	1	Each	2500	\$ 2,500.00	\$ 2,773.43	\$ 2,773.43	\$ 3,600.00	\$ 3,600.00	\$ 5,486.00	\$ 5,486.00
C12	Fire Hydrant Assembly:	2	Each	6700	\$ 13,400.00	\$ 6,736.28	\$ 13,472.56	\$ 6,850.00	\$ 13,700.00	\$ 8,894.00	\$ 17,788.00
C13	Water Services-Water Main to Existing Meter Box:	15	Each	1600	\$ 24,000.00	\$ 990.35	\$ 14,855.25	\$ 1,050.00	\$ 15,750.00	\$ 1,872.00	\$ 28,080.00
C14	Remove Existing Fire Hydrant:	2	Each	685	\$ 1,370.00	\$ 936.90	\$ 1,873.80	\$ 395.00	\$ 790.00	\$ 500.00	\$ 1,000.00
C15	Remove Existing Valve and Valve Box:	1	Each	500	\$ 500.00	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 800.00	\$ 800.00
C17	Concrete Plug for End of Abandoned Waterline:	6	Each	200	\$ 1,200.00	\$ 60.00	\$ 360.00	\$ 450.00	\$ 2,700.00	\$ 300.00	\$ 1,800.00
C19	Remove and Replace Curb and Gutter:	20	L.F.	60	\$ 1,200.00	\$ 63.00	\$ 1,260.00	\$ 57.00	\$ 1,140.00	\$ 98.80	\$ 1,976.00
C20	Remove and Replace 4" Thick Concrete Flatwork (Sidewalk and Driveway):	100	S.F.	8	\$ 800.00	\$ 20.00	\$ 2,000.00	\$ 14.00	\$ 1,400.00	\$ 45.60	\$ 4,560.00
C21	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	630	S.Y.	30	\$ 18,900.00	\$ 35.87	\$ 22,598.10	\$ 44.00	\$ 27,720.00	\$ 42.32	\$ 26,661.60
C23	Granular Backfill Borrow:	900	Tons	20	\$ 18,000.00	\$ 10.24	\$ 9,216.00	\$ 24.00	\$ 21,600.00	\$ 21.59	\$ 19,431.00
C24	Sediment Barriers at Storm Drain Catch Basins:	2	Each	300	\$ 600.00	\$ 411.30	\$ 822.60	\$ 110.00	\$ 220.00	\$ 400.00	\$ 800.00
#REF!					\$ 127,465.00		\$ 133,431.57		\$ 144,445.00		\$ 165,804.30
Total Schedule A, B, & C					\$ 1,400,485.00		\$ 1,346,833.91		\$ 1,548,000.00		\$ 1,756,674.00

4	E.H. Knudson Construction Co.	\$ 1,763,065.00
5	Condie Construction Company	\$ 1,800,800.00
6	BHI	\$ 2,007,797.50
7	Leon Poulsen Construction Co., Inc.	\$ 2,056,980.00
8	Toncco, Inc.	\$ 2,159,110.00

Project Engineer
John Bjerregaard

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **ROY CITY CORPORATION** (hereinafter called OWNER) and **ORMOND CONSTRUCTION, INC.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1- WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Furnish and install approximately 6,840 linear feet of 8" dia. PVC culinary water pipe within existing city streets. The work includes installation of pipe, valves, fittings, fire hydrants, and water services; testing and disinfection; asphalt patching; and completion of associated work as indicated in the Contract Documents.

ARTICLE 2-THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2021 WATERLINE REPLACEMENT PROJECT (Schedules A, B, and C)

ARTICLE 3- ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work will be completed by May 15, 2022.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for Completion until the Work is accepted.

ARTICLE 5- CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract

Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Amount</u>
Schedule A – 4175 W, 4255 W, 5550 S, and 5600 S					
A1	Mobilization and Traffic Control	1	L.S.	\$47,715.00	\$47,715.00
A2	8" Dia. PVC C900 DR14 Pipe:	2790	L.F.	\$71.32	\$198,982.80
A4	8" D.I. 11.25 Degree Bend:	4	Each	\$734.31	\$2,937.24
A5	8" D.I. 22.5 Degree Bend:	2	Each	\$753.49	\$1,506.98
A7	8" D.I. 90 Degree Bend:	1	Each	\$806.00	\$806.00
A8	8" Thru X 8" Branch D.I. Tee:	1	Each	\$1,205.67	\$1,205.67
A9	8" D.I. Gate Valve with valve Box & Lid:	9	Each	\$2,353.88	\$21,184.92
A10	Hot Tap 8" Dia. D.I. Waterline (8" x 8" Romac SST Tapping Saddle):	4	Each	\$2,312.39	\$9,249.56
A12	Fire Hydrant Assembly:	7	Each	\$6,476.99	\$45,338.93
A13	Water Service – Water Main to Existing Meter Box:	66	Each	\$990.35	\$65,363.10
A14	Remove Existing Fire Hydrant:	7	Each	\$951.24	\$6,658.68
A15	Remove Existing Valve and Valve Box:	7	Each	\$500.00	\$3,500.00
A16	Abandon Existing 4" or 6" Dia. Waterline (Cap at Tee):	4	Each	\$198.73	\$794.92
A17	Concrete Plug for End of Abandoned Waterline:	30	Each	\$60.00	\$1,800.00
A19	Remove and Replace Curb and Gutter:	70	L.F.	\$63.00	\$4,410.00
A21	Asphalt Pavement patching (3" HMA/10" UTBC):	4800	S.Y.	\$31.42	\$150,816.00
A22	UDOT Asphalt Patch (6" HMA/8" UTBC/12" GB):	40	S.Y.	\$46.91	\$1,876.40
A23	Granular Backfill Borrow:	4800	Tons	\$10.24	\$49,152.00
A24	Sediment Barriers at Storm Drain Catch Basins:	14	Each	\$411.30	\$5,758.20
Schedule B – 2575 W, 2600 W, 2625 W, and 5950 S					
B1	Mobilization and Traffic Control:	1	L.S.	\$19,500.00	\$19,500.00
B2	8" Dia. PVC C900 DR14 Pipe:	3,420	L.F.	\$71.60	\$244,872.00
B3	8" Coupler:	5	Each	\$749.79	\$3,748.95
B6	8" D.I. 45 Degree Bend:	4	Each	\$758.48	\$3,033.92
B8	8" Thru x 8" Branch D.I. Tee:	3	Each	\$1,432.56	\$4,297.68
B9	8" D.I. Gate Valve Box & Lid:	7	Each	\$2,318.20	\$16,227.40
B10	Hot Tap 8" Dia. D.I. Waterline (8"x8" Romac SST Tapping Saddle):	1	Each	\$2,312.39	\$2,312.39
B11	Hot Tap 8" Dia. D.I. Waterline (8"x14" Romac SST Tapping Saddle):	1	Each	\$3,573.43	\$3,573.43
B12	Fire Hydrant Assembly:	5	Each	\$6,440.75	\$32,203.75
B13	Water Services-Water Main to Existing Meter Box:	88	Each	\$970.99	\$85,447.12
B14	Remove Existing Fire Hydrant:	4	Each	\$800.00	\$3,200.00

B15	Remove Existing Valve and Valve Box:	5	Each	\$500.00	\$2,500.00
B16	Abandon Existing 4" or 6" Dia. Waterline (Cap at Tee):	1	Each	\$150.10	\$150.10
B17	Concrete Plug for End of Abandoned Waterline:	20	Each	\$60.00	\$1,200.00
B18	Connection to Existing Waterline:	5	Each	\$1,593.68	\$7,968.40
B19	Remove and Replace Curb and Gutter:	50	L.F.	\$63.00	\$3,150.00
B21	Asphalt Pavement Patching (3" HMA/10" UTBC):	3,420	S.Y.	\$31.49	\$107,695.80
B23	Granular Backfill Borrow:	4,800	Tons	\$10.24	\$49,152.00
B24	Sediment Barriers at Storm Drain Catch Basins:	10	Each	\$411.30	\$4,113.00

Schedule C – 2275 West Street

C1	Mobilization and Traffic Control:	1	L.S.	\$11,300.00	\$11,300.00
C2	8" Dia. PVC C900 DR14 Pipe:	630	L.F.	\$79.60	\$50,148.00
C9	8" D.I. Gate Valve with Valve Box & Lid:	1	Each	\$2,251.83	\$2,251.83
C11	Hot Tap 8" Dia. D.I. Waterline (8"x14" Romac SST Tapping Saddle):	1	Each	\$2,773.43	\$2,773.43
C12	Fire Hydrant Assembly:	2	Each	\$6,736.28	\$13,472.56
C13	Water Service-Water Main to Existing Meter Box:	15	Each	\$990.35	\$14,855.25
C14	Remove Existing Fire Hydrant:	2	Each	\$936.90	\$1,873.80
C15	Remove Existing Valve and Valve Box:	1	Each	\$500.00	\$500.00
C17	Concrete Plug for End of Abandoned Waterline:	6	Each	\$60.00	\$360.00
C19	Remove and Replace Curb and Gutter:	20	L.F.	\$63.00	\$1,260.00
C20	Remove and Replace 4" Thick Concrete Flatwork (Sidewalk and Driveway):	100	S.F.	\$20.00	\$2,000.00
C21	Asphalt Pavement Patching (3" HMA/10" UTBC):	630	S.Y.	\$35.87	\$22,598.10
C23	Granular Backfill Borrow:	900	Tons	\$10.24	\$9,216.00
C24	Sediment Barriers at Storm Drain Catch Basins:	2	Each	\$411.30	\$822.60

TOTAL OF ALL UNIT PRICES One Million, Three Hundred Forty-Six Thousand, Eight Hundred Thirty-Three and 91/100's Dollars (\$1,346,833.91).

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6- PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7- INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8- CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

ARTICLE 9- CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Bid Bonds;
5. General Conditions;
6. Supplementary Conditions;
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings as listed in the table of contents of the Project Manual;
9. Addenda 1 and 2;
10. Exhibits this Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by CONTRACTOR prior to Notice of Award;
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Written Amendments;
Work Change Directives;
Change Order(s).

- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10- MISCELLANEOUS

10.01 *Terms*: Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*: Assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2021, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

ROY CITY CORPORATION

ORMOND CONSTRUCTION, INC.

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]