



## NOTICE AND AGENDA SOUTH OGDEN CITY COUNCIL MEETING

TUESDAY, JUNE 7, 2022, 6 PM

Notice is hereby given that the South Ogden City Council will hold their regularly scheduled council meeting at 6 pm Tuesday, June 7, 2022. The meeting will be located at City Hall, 3950 Adams Ave., South Ogden, Utah, 84403, in the city council chambers. The meeting is open to the public and anyone interested is welcome to attend. The meeting will also be streamed live via [www.facebook.com/southogdencity](https://www.facebook.com/southogdencity).

### CITY COUNCIL MEETING AGENDA

#### I. OPENING CEREMONY

- A. **Call to Order** – Mayor Pro Tem Sally Orr
- B. **Prayer/Moment of Silence** -
- C. **Pledge of Allegiance** – Council Member Mike Howard

- II. **PUBLIC COMMENTS** – This is an opportunity to address the mayor and council with any concerns, suggestions, or praise. No action can or will be taken at this meeting on comments made.  
Please limit your comments to three minutes.

#### III. RESPONSE TO PUBLIC COMMENT

#### IV. CONSENT AGENDA

- A. Approval of May 17, 2022 Council Minutes
- B. Set Date for Public Hearing (June 21, 2022 at 6 pm or as soon as the agenda permits) to Receive and Consider Comments on the Following Items:
  - 1. Proposed Amendments to the FY2022 Budget
  - 2. The Proposed FY2023 Acting Budget

The undersigned, duly appointed City Recorder, does hereby certify that a copy of the above notice and agenda was posted to the State of Utah Public Notice Website, on the City's website ([southogdencity.gov](https://southogdencity.gov)) and emailed to the Standard Examiner on June 3, 2022. Copies were also delivered to each member of the governing body.

  
Leesa Kapetanov, City Recorder

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should notify the City Recorder at 801-622-2709 at least 48 hours in advance.

**V. PUBLIC HEARING**

To Receive and Consider Comments on Proposed Amendments to the FY2022 Budget

**VI. DISCUSSION / ACTION ITEMS**

- A. Consideration of **Resolution 22-16** – Amending the FY2022 Budget
- B. Consideration of **Resolution 22-17** – Approving an Interlocal Agreement with Weber County For Use of Ballot Box Security Cameras
- C. Consideration of **Resolution 22-18** – Approving an Agreement with CT Davis for Construction of the Oak Drive Water Line Project

**VII. REPORTS/DIRECTION TO CITY MANAGER**

- A. City Council Members
- B. City Manager
- C. Mayor

**VIII. ADJOURN**



## MINUTES OF THE SOUTH OGDEN CITY COUNCIL WORK SESSION AND CITY COUNCIL MEETING

TUESDAY, MAY 17, 2022

WORK SESSION – 5 PM IN EOC

COUNCIL MEETING – 6 PM IN COUNCIL ROOM

### WORK SESSION MINUTES

#### COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sallee Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth

#### STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, Communications and Events Specialist Jamie Healy, and Recorder Leesa Kapetanov

#### MEMBERS OF THE PUBLIC PRESENT

No one else attended this meeting

**Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking the link:**

[https://files4.1.revize.com/southogden/document\\_center/Sound%20Files/2022/CC220517\\_1600.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC220517_1600.mp3)

**or by requesting a copy from the office of the South Ogden City Recorder.**

#### I. CALL TO ORDER

- Mayor Porter called the work session to order at 5:05 pm and entertained a motion to open the meeting 00:00:00

Council Member Smyth so moved, followed by a second from Council Member Orr. Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.

#### II. REVIEW OF AGENDA

- Council Member Stewart commented it was hard to find the CDRA information and then asked questions about items on the agenda

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**III. DISCUSSION ITEMS**

**A. Economic Development Strategy**

- City Manager Dixon reviewed the Economic Development Strategy and gathered comments from the Council to ensure it reflected what they wanted

00:15:57

**B. Dogs In Parks**

- The Council briefly discussed this item due to lack of time. It will be put on a future agenda.

00:55:24

**IV. ADJOURN**

- At 6:05 pm, the mayor called for a motion to adjourn the work session

00:58:57

**Council Member Strate so moved, followed by a second from Council Member Howard. All present voted aye.**

## COUNCIL MEETING MINUTES

### COUNCIL MEMBERS PRESENT

Mayor Russell Porter, Council Members Sally Orr, Brent Strate, Susan Stewart, Mike Howard, and Jeanette Smyth

### STAFF MEMBERS PRESENT

City Manager Matt Dixon, Assistant City Manager Doug Gailey, Parks and Public Works Director Jon Andersen, Fire Chief Cameron West, Police Chief Darin Parke, Communications and Events Coordinator Jamie Healy, and Recorder Leesa Kapetanov

### MEMBERS OF THE PUBLIC PRESENT

Derek Petersen, Jeanie Olsen, Christian D. Ringel, Bruce & Joyce Hartman, Jenn Droll, Vanessa Watts, Daniel Goodman, Tracie Davies

**Note: The time stamps indicated in blue correspond to the audio recording of this meeting, which can be found by clicking this link:**

[https://files4.1.revize.com/southogden/document\\_center/Sound%20Files/2022/CC220517\\_1703.mp3](https://files4.1.revize.com/southogden/document_center/Sound%20Files/2022/CC220517_1703.mp3)

**or by requesting a copy from the office of the South Ogden City Recorder.**

## I. OPENING CEREMONY

### A. Call To Order

- At 6:08 pm, Mayor Porter called the meeting to order and entertained a motion to begin  
00:00:00

**Council Member Howard so moved. The motion was seconded by Council Member Strate. In a voice vote Council Members Orr, Strate, Stewart, Howard, and Smyth all voted aye.**

### B. Prayer/Moment of Silence

The mayor led those present in a moment of silence

### C. Pledge Of Allegiance

Council Member Stewart led everyone in the Pledge of Allegiance.

## II. PUBLIC COMMENTS

Jeanie Olsen

00:01:44

Donation to Bonneville High graduation

113 Derek 00:03:53 Ogden Clinic Development Agreement  
114 Vanessa 00:07:07 Ogden Clinic Development Agreement  
115 • There were no online public comments at this point in the meeting  
116 Jennifer Droll 00:11:20 Thanked the Council for their service  
117 Vanessa 00:12:30 Commented on dogs in parks  
118  
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121 **III. RESPONSE TO PUBLIC COMMENT**

- 122 • The mayor did not respond to comments at this time  
123  
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126 **IV. CONSENT AGENDA**

- 127 A. Approval of May 3, 2022 Council Minutes  
128 B. Set Date For Public Hearing (June 7, 2022 at 6 pm or as soon as the agenda permits) to  
129 Receive and Consider Comments on Proposed Amendments to the FY2022 Budget  
130 • The mayor read through the consent agenda and asked if there were any questions;  
131 seeing none, he called a voice vote:  
132 00:15:04  
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134 **Council Member Smyth so moved. Council Member Howard seconded the motion. The**  
135 **voice vote was unanimous in favor of the motion.**  
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139 **V. PUBLIC HEARING**

140 To Receive and Consider Comments on the Proposed Vacation of Alley Located From 38th to 39th  
141 Streets Between Ogden and Adams

- 142 • The mayor called for a motion to open the public hearing  
143 00:15:50  
144

145 **Council Member Smyth moved to open the public hearing, followed by a second from Council**  
146 **Member Howard. All present voted aye.**  
147

148 Christian Ringel 00:16:04

- 149 • There were no more comments on the alley vacation. Mayor Porter called for a  
150 motion to close the public hearing but still allow online comments.  
151

152 **Council Member Strate so moved. Council Member Howard seconded the motion.**  
153 **The voice vote was unanimous to close the public hearing.**

154  
155 **VI. DISCUSSION /ACTION ITEMS**

156 **A. Consideration of Ordinance 22-07 – Vacating Alley Located Between 38th and 39th Street**  
157 **and Ogden and Adams Avenue**

- 158 • Staff overview 00:18:53
- 159 • Mayor Porter asked Jamie Healy, Communications and Events Specialist, to read an  
160 online comment for the public hearing  
161 Sandy Bennett 00:25:49
- 162 • Questions/discussion 00:26:13
- 163 • Mayor Porter called for a motion to adopt Ordinance 22-07 and preserving an easement  
164 for Rocky Mountain Power  
165 00:33:42

166  
167 **Council Member Strate so moved. The motion was seconded by Council Member**  
168 **Howard. After determining there was no further discussion, the mayor called the vote:**  
169

170 **Council Member Orr - No**  
171 **Council Member Strate - Yes**  
172 **Council Member Stewart - Yes**  
173 **Council Member Howard - Yes**  
174 **Council Member Smyth - Yes**  
175

176 **The motion stood.**  
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179 **B. Consideration of Ordinance 22-08 – Amending the Consolidated Fee Schedule to Define**  
180 **Finger Print Sets**

- 181 • Staff overview 00:34:35
- 182 • Questions/Discussion  
183 00:36:08
- 184 • Mayor Porter called for a motion to approve Ordinance 22-08.  
185 00:36:49

186  
187 **Council Member Smyth so moved. Council Member Howard seconded the motion. The**  
188 **mayor asked if there was further discussion, and seeing none, he called the vote:**  
189

190 **Council Member Smyth - Yes**  
191 **Council Member Howard - Yes**  
192 **Council Member Stewart - Yes**  
193 **Council Member Strate - Yes**  
194 **Council Member Orr - Yes**  
195

196 **Ordinance 22-08 was adopted.**  
197

C. Consideration of Ordinance 22-09 – Approving a Development Agreement With Ogden Clinic for Property Located at 1378 and 1394 E 6000 S

- Staff overview 00:37:09
- Questions/Discussion 00:41:28
- Mayor Porter called for a motion to approve Ordinance 22-09. 00:53:42

**Council Member Howard so moved, followed by a second from Council Member Strate. The mayor asked if there was further discussion.** Council Member Stewart stated she liked the idea about the trees, but that we did not have the right to tell our neighbors what to do to mitigate their impact on us, whether they are a house or a business. Those living around the property certainly had the right to plant trees on their property to block the view if they did not like it. Council Member Strate then pointed out the City had some property nearby where it could plant some trees that would be impactful. **The mayor then made a roll call vote:**

**Council Member Howard - Yes**  
**Council Member Stewart - Yes**  
**Council Member Smyth - Yes**  
**Council Member Orr - Yes**  
**Council Member Strate - Yes**

**The development agreement was approved.**

D. Consideration of Resolution 22-14 - Approving an Agreement with Musco Sports Lighting LLC for Installation of Lights at Club Heights Park

- Staff overview 00:55:29
- Questions/Discussion 00:58:19
- Mayor Porter called for a motion to approve Resolution 22-14 01:00:39

**Council Member Smyth so moved. Council Member Howard seconded the motion. There was no further discussion. The mayor called the vote:**

**Council Member Howard - Yes**  
**Council Member Smyth - Yes**  
**Council Member Orr - Yes**  
**Council Member Stewart - Yes**  
**Council Member Strate - Yes**

**Resolution 22-14 was approved.**



E. Consideration of Resolution 22-15 – Approving an Interlocal Agreement With Weber County for Use of RAMP Grant Funds

- Staff overview 01:00:59
- Questions/Discussion 01:03:14
- Mayor Porter called for a motion to approve Resolution 22-15 01:04:10

**Council Member Strate so moved. The motion was followed by a second from Council Member Orr. The mayor called the vote:**

Council Member Orr -	Yes
Council Member Strate -	Yes
Council Member Stewart -	Yes
Council Member Smyth -	Yes
Council Member Howard -	Yes

**The motion stood.**

**VII. RECESS INTO COMMUNITY DEVELOPMENT AND RENEWAL AGENCY BOARD MEETING**

- At 7:10 pm, Mayor Porter called for a motion 01:04:27

**Council Member Smyth moved to recess City Council meeting and convene as the Community Development and Renewal Agency Board. Council Member Howard seconded the motion. The voice vote was unanimous in favor of the motion.**

See separate minutes.

**VIII. RECONVENE SOUTH OGDEN CITY COUNCIL MEETING**

Motion from CDRA meeting:

**At 7:20 pm, Board Member Orr moved to adjourn the CDRA Board meeting and reconvene as the South Ogden City Council. The motion was seconded by Board Member Strate. The vote was unanimous in favor of the motion.**

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286 **IX. REPORTS/DIRECTION TO CITY MANAGER**

287 **A. City Council Members**

- 288 • Council Member Smyth - 01:12:12  
289 • Council Member Howard- nothing to report  
290 • Council Member Strate - nothing to report  
291 • Council Member Orr - 01:14:13  
292 • Council Member Stewart - 01:14:59

293 **B. City Manager** 01:18:09

294 **C. Mayor** 01:21:23

- 295  
296 • Mayor Porter announced both he and Mayor Pro Tem Strate would not be attending the June  
297 7 Council meeting. He nominated Council Member Orr to be the Mayor Pro Tem for the  
298 meeting and then called for a motion to approve the nomination.

299 01:24:38  
300

301 **Council Member Orr so moved. Council Member Smyth seconded the motion. The voice**  
302 **vote was unanimous in favor of the motion.**  
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306 **VI. ADJOURN**

- 307 • At 7:33 pm, Mayor Porter called for a motion to adjourn the meeting  
308 01:25:26  
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310 **Council Member Strate so moved, followed by a second from Council Member Howard. All**  
311 **present voted aye.**  
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322 I hereby certify that the foregoing is a true, accurate and complete record of the South Ogden City Pre-Council  
323 Work Session and Council Meeting held Tuesday, May 17, 2022.  
324

325   
326 Kapetanov, City Recorder

\_\_\_\_\_  
Leesa  
Date Approved by the City Council

# STAFF REPORT



**SUBJECT:** FY 2022 Budget Amendment  
**AUTHOR:** Steve Liebersbach  
**DEPARTMENT:** Finance  
**DATE:** June 07, 2022

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## RECOMMENDATION

Staff recommends the City Council consider the budget amendment as presented in Resolution 22-16.

## BACKGROUND

City Council can approve budget amendments at any time throughout the fiscal year to modify the adopted budget to incorporate necessary changes.

This amendment is presented a bit differently than those in the past. I am out of the office at my GFOA Training Conference so I have requested the Department Head making the budget amendment request to provide "why the line item is over-spent & where they are proposing the new funding come from". I will try to include the information they provided me the best I can. I'd imagine they will be present at the meeting on June 7<sup>th</sup> and available to answer questions in more detail if called upon.

## ANALYSIS

This amendment is addressing some budgetary clean-up items. It is also addressing some line items that need additional monies due to the inflationary costs the City is experiencing in its normal course of operations. Other items are areas that the departments are requesting more monies for various reasons as displayed in the explanations they have provided.

## SIGNIFICANT IMPACTS

Yes, there are financial impacts as a result of some of these budget amendment requests.

## ATTACHMENTS

See budget amendments attached to Resolution 22-16

## **RESOLUTION NO. 22-16**

### **A RESOLUTION OF SOUTH OGDEN CITY, UTAH, AMENDING THE CITY'S FISCAL YEAR 2021-2022 BUDGET BY MAKING CERTAIN CHANGES TO SEVERAL OF THE CITY'S FUNDS AND COMPENSATION PLANS; ACCOUNTING FOR REVENUE AND EXPENDITURE CHANGES; MODIFYING PRIOR CITY ORDINANCES AS NECESSARY, BY THESE ACTIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

#### **SECTION 1 - RECITALS**

**WHEREAS**, the City of SOUTH OGDEN City ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the city Council finds that in conformance with Utah Code (UC") §10-3-717, the governing body of the city may exercise all administrative powers by resolution; and,

**WHEREAS**, the city Council finds that in conformance with UC §10-3-702, the governing body of the city may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by State law or any other provision of law; and,

**WHEREAS**, the city Council finds that certain exigencies of city governmental operations require amendments be made to the current city budget and related documents; and,

**WHEREAS**, the city Council finds that UC §10-6-119 provides authority for amending the City's budget as necessary; now,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH OGDEN THAT THE SOUTH OGDEN CITY BUDGET AND STAFFING DOCUMENT FOR FISCAL YEAR 2021-2022 BE, AND THE SAME HEREBY IS, AMENDED AS FOLLOWS:**

#### **SECTION 2 - CHANGES TO BUDGET**

Those changes set out in **Attachment "A"** of the 6<sup>th</sup> day of June, 2022, attached hereto, and incorporated as if fully set out, as those changes affect and adjust the previously authorized budgets and staffing provisions, including compensation schedules of various city departments and funds represented, ought to be, and the same are, amended, re-adopted and enacted as amendments to the fiscal year 2021- 2022 Budget for South Ogden City.

The foregoing recitals are fully incorporated herein.

### **SECTION 3 - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Ordinances and Resolutions, together with their provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

### **SECTION 4 - REPEALER OF CONFLICTING ENACTMENTS**

All orders, ordinances and resolutions regarding the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which conflict with any of this Ordinance Amendment, are, to the extent of such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

### **SECTION 5 - SAVINGS CLAUSE**

If any provision of this Ordinance shall be held or deemed to be or shall be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed to be the separate independent and severable act of the City Council of South Ogden City.

### **SECTION VI - DATE OF EFFECT**

This Resolution shall be effective on 7<sup>th</sup> day of June, 2022, and after publication or posting as required by law.

DATED this 7<sup>th</sup> day of June, 2022.

SOUTH OGDEN, a municipal corporation

by: \_\_\_\_\_

Russell Porter, Mayor

Attested and recorded

\_\_\_\_\_  
Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT "A"**

### **RESOLUTION NO. 22-16**

A Resolution Of South Ogden City, Utah, Amending The City's Fiscal Year 2021-2022 Budget  
By Making Certain Changes To Several Of The City's Funds And Compensation Plans;  
Accounting For Revenue And Expenditure Changes; Modifying Prior City Ordinances As  
Necessary, By These Actions; And Establishing An Effective Date

07 June 22

# South Ogden City

June 07, 2022

Fiscal Year 2022

## Budget Amendment

### GENERIC

	Current Budget	New Budget	Difference +/-
10-55-649 Lease Interest/Taxes - Police Dept	\$0.00	\$7,128.00	\$7,128.00
10-55-650 Lease Payments - Police Dept	\$40,000.00	\$102,573.00	\$62,573.00
10-80-160 Reserve for Fund Balance - G/F Transfers	\$561,401.00	\$190,330.00	(\$371,071.00)
10-57-649 Lease Interest/Taxes - Fire Dept	\$14,978.00	\$17,851.00	\$2,873.00
10-57-650 Lease Payments - Fire Dept	\$137,876.00	\$163,091.00	\$25,215.00
10-60-649 Lease Interest/Taxes - Street Dept	\$0.00	\$20,909.00	\$20,909.00
10-60-650 Lease Payments - Streets Dept	\$9,500.00	\$193,054.00	\$183,554.00
10-70-649 Lease Interest/Taxes - Parks Dept	\$0.00	\$7,038.00	\$7,038.00
10-70-650 Lease Payments - Parks Dept	\$4,500.00	\$66,281.00	\$61,781.00
* Re-allocate Zions lease pymt #4 - FY 2019 lease			
10-55-649 Lease Interest/Taxes - Police Dept	\$7,128.00	\$8,478.00	\$1,350.00
10-55-650 Lease Payments - Police Dept	\$102,573.00	\$116,187.00	\$13,614.00
10-80-160 Reserve for Fund Balance - G/F Transfers	\$190,330.00	\$122,079.00	(\$68,251.00)
10-57-649 Lease Interest/Taxes - Fire Dept	\$17,851.00	\$18,570.00	\$719.00
10-57-650 Lease Payments - Fire Dept	\$163,091.00	\$170,347.00	\$7,256.00
10-58-649 Lease Interest/Taxes - Inspection Dept	\$0.00	\$78.00	\$78.00
10-58-650 Lease Payments - Inspection Dept	\$5,000.00	\$5,781.00	\$781.00
10-70-649 Lease Interest/Taxes - Parks Dept	\$7,038.00	\$11,046.00	\$4,008.00
10-70-650 Lease Payments - Parks Dept	\$66,281.00	\$106,726.00	\$40,445.00
* Re-allocate Zions lease pymt #2 - FY 2021 lease			
10-55-649 Lease Interest/Taxes - Police Dept	\$8,478.00	\$10,086.00	\$1,608.00
10-55-650 Lease Payments - Police Dept	\$116,187.00	\$137,573.00	\$21,386.00
10-80-160 Reserve for Fund Balance - G/F Transfers	\$122,079.00	\$9,969.00	(\$112,110.00)
10-60-649 Lease Interest/Taxes - Street Dept	\$20,909.00	\$26,633.00	\$5,724.00
10-60-650 Lease Payments - Streets Dept	\$193,054.00	\$269,198.00	\$76,144.00
10-71-649 Lease Interest/Taxes - Recreation Dept	\$0.00	\$507.00	\$507.00
10-71-650 Lease Payments - Recreation Dept	\$0.00	\$6,741.00	\$6,741.00
51-40-649 Lease Interest/Taxes - Water Fund	\$2,856.00	\$5,617.00	\$2,761.00
51-40-650 Lease Payments - Water Fund	\$56,951.00	\$93,683.00	\$36,732.00
51-30-890 Appropriation of Fund Balance - Water Fund	\$1,065,323.00	\$1,104,816.00	\$39,493.00
53-40-649 Lease Interest/Taxes - Storm Drain Fund	\$2,013.00	\$3,636.00	\$1,623.00
53-40-650 Lease Payments - Storm Drain Fund	\$40,822.00	\$62,404.00	\$21,582.00
53-30-890 Appropriation of Fund Balance - Storm Drain Fund	\$924,980.00	\$948,185.00	\$23,205.00
54-40-649 Lease Interest/Taxes - Garbage Fund	\$1,570.00	\$1,979.00	\$409.00
54-40-650 Lease Payments - Garbage Fund	\$21,622.00	\$27,061.00	\$5,439.00
54-40-990 Retained Earnings - Garbage Fund	\$1,138.00	\$0.00	(\$1,138.00)
54-30-890 Appropriation of Fund Balance - Garbage Fund	\$0.00	\$4,710.00	\$4,710.00
* Accrue Zions lease pymt #1 - FY 2022 lease			
10-33-600 State/Local Grants	\$475,899.00	\$492,899.00	\$17,000.00
10-80-275 Transfer to South Ogden Days Fund	\$50,000.00	\$66,500.00	\$16,500.00
12-30-400 Transfer in from General Fund - SOD Fund	\$50,000.00	\$66,500.00	\$16,500.00
10-49-599 Easter Egg Hunt - Non-Departmental	\$3,081.00	\$3,581.00	\$500.00
* Recognize \$10,000 RAMP grant for SOD			
* Recognize \$6,500 SOD grant from CTC (Communities that Care)			
* Recognize \$500 Easter grant from CTC (Communities that Care)			



# South Ogden City

## June 07, 2022

### Fiscal Year 2022

### Budget Amendment (Cont.)

GENERIC	Current Budget	New Budget	Difference +/-
12-30-200 Sponsor Donations - SOD	\$0.00	\$27,500.00	\$27,500.00
12-30-225 Vendor Booth Rentals - SOD	\$0.00	\$3,000.00	\$3,000.00
12-30-260 Pickleball Registration Fees - SOD	\$0.00	\$1,500.00	\$1,500.00
12-30-320 In-Kind Donations - SOD	\$0	\$2,000	\$2,000.00
12-40-375 Equipment Rentals - SOD	\$0	\$34,000	\$34,000
* Bring SOD budget more in line with reality			
10-55-300 Gas - Police Department	\$55,458	\$88,640	\$33,182
10-57-300 Gas - Fire Department	\$12,324	\$28,695	\$16,371
10-58-300 Gas - Inspection Department	\$1,027	\$2,356	\$1,329
10-60-300 Gas - Streets Department	\$20,540	\$24,072	\$3,532
10-70-300 Gas - Parks Department	\$7,189	\$15,713	\$8,524
10-39-800 Appropriation of Fund Balance - General Fund	\$1,488,679	\$1,551,617	\$62,938
51-40-300 Gas - Water Fund	\$10,270	\$10,664	\$394
51-30-890 Appropriation of Fund Balance - Water Fund	\$1,104,816	\$1,105,210	\$394
52-40-300 Gas - Sewer Fund	\$4,108	\$4,463	\$355
52-30-890 Appropriation of Fund Balance - Sewer Fund	\$510,910	\$511,265	\$355
53-40-300 Gas - Storm Drain Fund	\$6,676	\$8,401	\$1,725
53-40-890 Appropriation of Fund Balance - Storm Drain Fund	\$948,185	\$949,910	\$1,725
54-40-300 Gas - Garbage Fund	\$3,081	\$3,715	\$634
54-30-890 Appropriation of Fund Balance - Garbage Fund	\$4,710	\$5,344	\$634
* Address the City-wide issue with escalating fuel costs			
10-52-310 Professional & Technical - Planning & Zoning	\$77,025	\$115,448	\$38,423
10-34-725 Engineering Review Fees	\$0	\$18,314	\$18,314
10-39-800 Appropriation of Fund Balance - General Fund	\$1,551,617	\$1,571,726	\$20,109
* Landmark Design & Wasatch Civil Engineering fees			
10-44-750 Capital Outlay - Admin	\$0	\$2,184	\$2,184
10-49-750 Capital Outlay - Non-Departmental	\$203,045	\$206,195	\$3,150
10-51-750 Capital Outlay - Building & Grounds	\$60,081	\$97,354	\$37,273
10-55-750 Capital Outlay - Police Department	\$140,991	\$146,524	\$5,533
10-60-750 Capital Outlay - Streets Department	\$424,148	\$464,148	\$40,000
10-49-400 Unreserved - Non-Departmental	\$360,302	\$272,162	(\$88,140)
* Re-allocate monies from Unreserved already budgeted			
* Admin - computer - Non-Departmental - 2 computers			
* Police - 2 Toughbook computers -			
* Bldgs & Grounds - generator			
* Streets - emergency signs			
51-30-800 Lease Financing - Water Fund	\$142,750	\$155,102	\$12,352
51-40-750 Capital Outlay - Water Fund	\$142,750	\$155,102	\$12,352
53-30-870 Lease Financing - Storm Drain Fund	\$110,350	\$77,104	(\$33,246)
53-40-750 Capital Outlay - Storm Drain Fund	\$110,350	\$77,104	(\$33,246)
* Adjust to actual based on FY 2022 Zions lease purchases			
53-40-248 Vehicle Maintenance - Storm Drain Fund	\$6,162	\$8,164	\$2,002
53-30-925 Miscellaneous Revenue - Storm Drain Fund	\$0	\$2,002	\$2,002
* Insurance proceeds from smashed vehicle			



# South Ogden City

## June 07, 2022

### Fiscal Year 2022

### Budget Amendment (Cont.)

		Current Budget	New Budget	Difference +/-
DOUG	10-49-323 City-Wide Telephone - Non-Departmental	\$5,854	\$7,474	\$1,620
	*REASON - this line item is overspent because the cost of phone service has dramatically increased. To make it through the fiscal year an increase of \$1,620 needs to be made.			
	*FUNDING SOURCE PROPOSED - none suggested			
	10-39-800 Appropriation of Fund Balance - General Fund	\$1,571,726	\$1,573,346	\$1,620
	10-43-240 Office Supplies - Court Department	\$3,054	\$4,010	\$956
	*REASON - there has been a dramatic increase in the number of passport applications that the City has processed. As a result we have had to purchase more stamps & envelopes to send off the applications.			
	*FUNDING SOURCE PROPOSED - additional revenue generated by processing the passports			
	10-36-900 Miscellaneous Revenue - General Fund	\$13,844	\$14,800	\$956
CAMERON	10-57-112 Over-time - Fire Department	\$103,022	\$218,022	\$115,000
	*REASON - decrease in PT personnel working			
	*FUNDING SOURCE PROPOSED - general fund balance			
	10-57-250 Vehicle Maintenance - Fire Department	\$23,621	\$38,621	\$15,000
	*REASON - L-81 is aging and requires additional maintenance to keep it in service			
	*FUNDING SOURCE PROPOSED - general fund balance			
	10-39-800 Appropriation of Fund Balance - General Fund	\$1,573,346	\$1,703,346	\$130,000
	58-40-112 Over-time - Ambulance Fund	\$11,448	\$26,448	\$15,000
	*REASON - decrease in PT personnel working			
	*FUNDING SOURCE PROPOSED - additional revenues being collected by GoldCross Collections			
	58-40-270 GoldCross Billing Fees - Ambulance Fund	\$19,513	\$39,513	\$20,000
	*REASON - increase in revenue for the ambulance fund			
	*FUNDING SOURCE PROPOSED - additional revenues being collected by GoldCross Collections			
	58-40-310 Professional & Technical - Ambulance Fund	\$49,516	\$56,701	\$7,185
	*REASON - the budgeted amount for this line item was not enough to cover: Image Trend, Physician, State of Utah ambulance assessment & Career Cert.			
	*FUNDING SOURCE PROPOSED - additional revenues being collected by GoldCross Collections			
	58-40-312 PMA Fees - Ambulance Fund	\$52,377	\$77,377	\$25,000
	*REASON - an increase in PMA and an increase in the PMA fees are outlined by the State			
	*FUNDING SOURCE PROPOSED - additional revenues being collected by GoldCross Collections			
	58-30-201 Ambulance Fees - Ambulance Fund	\$575,318	\$642,503	\$67,185

# South Ogden City

## June 07, 2022

### Fiscal Year 2022

### Budget Amendment (Cont.)

		Current Budget	New Budget	Difference +/-
JON	10-58-315 Professional & Technical - Inspections Dept	\$23,262	\$54,762	\$31,500
	*REASON - due to the increase in building permits it has increased the professional & technical for inspections			
	*FUNDING SOURCE PROPOSED - general fund balance			
	10-39-800 Appropriation of Fund Balance - General Fund	\$1,703,346	\$1,734,846	\$31,500
	10-60-260 Building & Grounds Maintenance - Streets Department	\$10,270	\$51,043	\$40,773
	*REASON - the overage as due to an accident to the building			
	*FUNDING SOURCE PROPOSED - general fund balance, possible insurance reimbursement or Class 'c' funds			
	10-39-800 Appropriation of Fund Balance - General Fund	\$1,734,846	\$1,775,619	\$40,773
	10-70-549 Construction Mgmt - Burch Creek Park - Parks Dept	\$4,439	\$7,439	\$3,000
	*REASON - cost to complete the park			
	*FUNDING SOURCE PROPOSED - general fund balance			
	10-70-550 Burch Creek Park Construction - Parks Department	\$92,157	\$113,657	\$21,500
	*REASON - cost to complete the park			
	*FUNDING SOURCE PROPOSED - general fund balance			
	10-39-800 Appropriation of Fund Balance - General Fund	\$1,775,619	\$1,800,119	\$24,500
	10-71-241 Comp League Expenses - Recreation Department	\$7,081	\$13,081	\$6,000
	*REASON - this expense has gone up due to running more leagues since the Covid restrictions have been lifted.			
	*FUNDING SOURCE PROPOSED - recreation revenue has increased to help with the costs			
	10-71-350 Officials Fees - Recreation Department	\$29,225	\$48,225	\$19,000
	*REASON - this expense has gone up due to running more leagues since the Covid restrictions have been lifted.			
	*FUNDING SOURCE PROPOSED - recreation revenue has increased to help with the costs			
	10-34-352 Comp Youth Basketball - registration fees	\$59,285	\$84,285	\$25,000
JON - WATER FUND				
	51-40-310 Professional & Technical - Water Fund	\$16,780	\$39,780	\$23,000
	*REASON - the overage is due to a project closed out for fiscal year end and more bills coming the following fiscal year			
	*FUNDING SOURCE PROPOSED - water fund fund balance			
	51-40-550 Weber Basin Exchange Water	\$301,345	\$312,345	\$11,000
	*REASON - the overage is due to Weber Basin increases			
	*FUNDING SOURCE PROPOSED - water fund fund balance			
	51-30-890 Appropriation of Fund Balance - Water Fund	\$1,065,323	\$1,099,323	\$34,000
JON - SEWER FUND				
	52-40-310 Professional & Technical - Sewer Fund	\$10,270	\$20,667	\$10,397
	*REASON - the overage is due to the completion of the Sewer CIP, we don't collect a sewer impact fee to pay this item.			
	*FUNDING SOURCE PROPOSED - sewer fund fund balance			
	52-30-890 Appropriation of Fund Balance - Sewer Fund	\$510,910	\$521,307	\$10,397
JON - STORM DRAIN FUND				
	53-40-310 Professional & Technical - Storm Drain Fund	\$25,235	\$41,235	\$16,000
	*REASON - none provided			
	*FUNDING SOURCE PROPOSED - none provided			
	53-30-890 Appropriation of Fund Balance - Storm Drain Fund	\$924,980	\$940,980	\$16,000

# STAFF REPORT



**SUBJECT:** Resolution 22-17 - Interlocal Agreement With  
Weber County for Use of Ballot Box Security  
Cameras  
**AUTHOR:** Leesa Kapetanov  
**DEPARTMENT:** Administration  
**DATE:** June 7, 2022

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## RECOMMENDATION

Staff recommends approval of Resolution 22-17.

## BACKGROUND

The Utah State Legislature recently passed a bill requiring that the County's election officer must provide 24-hour camera surveillance for all unattended ballot boxes. The county then sent out an email to ask which cities already had security cameras in place and let us know that there was some reimbursement for the cameras available.

## ANALYSIS

We thought we were covered (literally and figuratively) with the cameras, but as we looked at the coverage of the existing cameras, we discovered that several trees were placed strategically enough to block site of the ballot box. Staff contacted DSI, who installed our other security cameras, to get a bid for another camera to be added for better view of the ballot box. As a reminder, the added camera will also provide surveillance of our utility payment drop box. The difference between the bid amount and the reimbursement amount is approximately \$400. This resolution also talks about the availability of any surveillance footage and how it will be shared with the County should there be a need.

## SIGNIFICANT IMPACTS

\$400

## ATTACHMENTS

## **Resolution 22-17**

### **INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND SOUTH OGDEN CITY FOR THE USE OF SECURITY CAMERAS**

This Interlocal Cooperation Agreement, hereinafter “Agreement”, is made and entered in accordance with Utah Code Annotated §11-13-101 et seq., 1953 as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah, hereinafter “County”, with its main offices located at 2380 Washington Blvd., Ogden, Utah 84401, and South Ogden City, a municipal corporation, hereinafter “City” with its main office at 3950 South Adams Ave, South Ogden, UT 84403.

#### **SECTION 1- RECITALS**

**WHEREAS**, pursuant to Utah Code Ann. § 20A-5-403.5(1), the County’s election officer is required to provide 24-hour video surveillance of each unattended ballot drop box within Weber County; and

**WHEREAS**, the City owns and maintains a security camera installed at 3950 South Adams Ave, South Ogden, UT 84403 (“Security Camera”); and

**WHEREAS**, the County has an election ballot drop box installed at 3950 South Adams Ave, South Ogden, UT 84403, which is located within the Security Camera’s scope of view;

**WHEREAS**, the County desires to use the City’s Security Camera to provide 24-hour video surveillance of the election ballot drop box.

**NOW THEREFORE**, County and City enter this agreement with the following terms and conditions;

#### **SECTION 2- SERVICES PROVIDED AND CONSIDERATION**

- 2.01 The City will maintain the position of the Security Camera so that the County’s ballot drop box is under 24-hour video surveillance.
- 2.02 All Security Camera recordings are considered records of The City for purposes of Utah Code Annotated, Title 63G, Chapter 2, Government Records and Access Management Act (“Act”). The City will grant the County access to the Security Camera recordings upon the County’s request. Any Security Camera recording provided to the County shall be considered a shared record under Section 63G-2-206 of the Act, unless the City notifies the County in writing that such record is a public record.
- 2.03 The City will maintain ownership and control of the Security Camera and is responsible for the installation, supplies, and maintenance of the Security Camera, as well as the associated costs.

- 2.04 The City will retain the Security Camera video recordings in accordance with applicable Utah State Law and the City's own record retention policies.
- 2.05 In Consideration for the services provided by the City to the County, as described in this Agreement, the County shall provide a one-time reimbursement to the City up to \$1,200 for a new camera, installation of a camera, moving of a camera or other applicable costs. To qualify for reimbursement, such costs must be necessary for the City to fulfill its obligations under this Agreement. The City must submit a reimbursement request to the County Clerk/Auditor by June 1<sup>st</sup>, 2022, and must include a receipt or invoice for the equipment or services that comply with this agreement.

### **SECTION 3- MISCELLANEOUS PROVISIONS**

- 3.01 Governing Law. The provisions of this Agreement shall be governed by the laws of the State of Utah.
- 3.03 Indemnification. Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
- 3.04 Severability. The declaration by any court or any other binding legal source, that any provision of this Agreement is illegal or void, shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
- 3.05 Term/Termination. This Agreement shall be effective upon execution of the last party to sign this Agreement. The term of this Agreement shall not exceed fifty (50) years pursuant to §11-13- 216 of the Interlocal Cooperation Act. The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

3.06 Entirety. This Agreement constitutes the entire integrated understanding between the parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

**IN WITNESS WHEREOF**, the County and the City have executed this Agreement to be effective upon proper execution by both parties.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Scott K. Jenkins, Chair

Commissioner Froerer voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

SOUTH OGDEN CITY

By \_\_\_\_\_

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Leesa Kapetanov, CMC  
South Ogden City Recorder

# STAFF REPORT



**SUBJECT:** Oak Drive Culinary Waterline Project  
**AUTHOR:** Jon Andersen  
**DEPARTMENT:** Public Works  
**DATE:** 6-7-22

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## RECOMMENDATION

South Ogden City Staff recommends the approval of the contract with CT Davis Evacation for the Oak Drive Culinary Waterline Project.

## BACKGROUND

This project was original awarded to AAA Excacation in November 2021 with the understanding that the project was to be completed in spring/summer of 2022. The project needs to be completed by the end of summer due to the road being replaced in the same area. South Ogden has purchased 90-95% of the material and has it stored at the Public Works shop. A pre-construction meeting was held May 6, 2022 to move forward with the project and AAA could not meet the 60-75 day window that was required in the contract. After this was determined City staff looked at options to get the project completed and had legal review options and it was determined to award the project to the next qualified bidder being CT Davis. CT Davis will be able to meet the deadlines for this waterline project and they have done very satisfactory work for South Ogden City in the past. This culinary water project has needed to be completed due to the amount of leaks that occur in this area. City staff has repaired 8-10 leaks in this area in the last 3-5 years. It was determined to bid it in the fall in hopes to get it completed before the weather changed. Due to the timing of the bid and the weather, City staff decided to not proceed with the project. AAA Excavation called the City engineers and offered to buy material and hold the price of the project if they could complete it in the spring of 2022. The way the economy is and supply chain for materials it was determined to move forward with AAA Excavation and award the Oak Drive Culinary Water Project.

## ANALYSIS

The City received two bids for the project 10-12-22:

AAA Excavation \$332,392.50 - Unable to do project

CT Davis Excavation \$531,474.30

CT Davis Bid 5-10-22 \$597,436.70 contract price

CT Davis Bid 6-2-2022 \$454,314.20 contract price minus materials



The work consists of installing approximately 2,000 Lineal Feet of 8" PVC C-900, DR-18 Pipe within the existing city street. The work also includes: the installation of mainline valves and fittings; removal and replacement of approximately 18 water services; compaction; import trench backfill; asphalt trench repair; and all other related appurtenances and associated work as indicated in the Contract Document

### **SIGNIFICANT IMPACTS**

An impact of \$454,314.20 to the water budget, which is currently in the 2022 budget.

### **ATTACHMENTS**

Wasatch Civil Memo

Bid Tabulation



## Memorandum

**To:** Jon Anderson  
South Ogden City

**From:** Jory Wahlen  
Wasatch Civil Consulting Engineering

**Date:** June 2, 2022

**Subject:** **Oak Drive Culinary Waterline Replacement Project**

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We received two bids in response to our advertisement for Oak Drive Culinary Waterline Project published on September 27, 2021. AAA Excavation bid \$332,392.50 and CT Davis Excavation bid \$531,474.30. The project was awarded to AAA Excavation for the amount of \$332,392.50.

Due to material lead times, AAA Excavation was directed to procure the materials and complete the project in 2022. AAA Excavation completed the procurement and has been paid \$105,521.49 for the received materials. A Pre-Construction Meeting was held on May 6, 2022, and the installation schedule was discussed. To complete other road projects, South Ogden City set a completion date for the replacement project of August 15, 2022. AAA Excavation's anticipated completion timeline was September 1, 2022, and they said they would not be able to meet the August 15, 2022 deadline.

CT Davis Excavation was contacted by South Ogden City as the next bid in line to see if they could complete the project by the required date. CT Davis Excavation responded that they could meet the deadline and supplied an updated bid price of \$597,436.70. CT Davis Excavation was then asked to provide a bid amount for installation only, with South Ogden City providing all materials. The attached contract with **CT DAVIS EXCAVATION LLC** is for installation only for **\$454,413.20**.



## Oak Drive Culinary Waterline Project

### South Ogden City Corporation

Bid Opening Date: October 12, 2021 Time: 2:00 p.m. Place: South Ogden Municipal Office



				Engineer's Estimate		AAA Excavation		CT Davis Excavation		CT Davis Excavation (5/10/2022)		CT Davis Excavation (6/2/2022 Installation Only)	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
A1	Mobilization Traffic Control:	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 14,470.00	\$ 14,470.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
A2	8" Dia. PVC C-900 DR-18 Pipe:	1,500	L.F.	\$ 40.00	\$ 60,000.00	\$ 43.75	\$ 65,625.00	\$ 75.79	\$ 113,685.00	\$ 82.57	\$ 123,855.00	\$ 50.92	\$ 76,380.00
A3	6" D.I. Coupler:	1	Each	\$ 1,700.00	\$ 1,700.00	\$ 504.00	\$ 504.00	\$ 508.00	\$ 508.00	\$ 590.00	\$ 590.00	\$ 200.00	\$ 200.00
A4	8" D.I. Coupler:	1	Each	\$ 1,701.00	\$ 1,701.00	\$ 664.00	\$ 664.00	\$ 668.00	\$ 668.00	\$ 779.00	\$ 779.00	\$ 200.00	\$ 200.00
A5	8" D.I. 11.25 Degree Bend:	4	Each	\$ 775.00	\$ 3,100.00	\$ 573.00	\$ 2,292.00	\$ 878.00	\$ 3,512.00	\$ 927.00	\$ 3,708.00	\$ 500.00	\$ 2,000.00
A6	8" D.I. 22.5 Degree Bend:	1	Each	\$ 775.00	\$ 775.00	\$ 624.00	\$ 624.00	\$ 899.00	\$ 899.00	\$ 950.00	\$ 950.00	\$ 500.00	\$ 500.00
A7	8" D.I. 45 Degree Bend:	3	Each	\$ 780.00	\$ 2,340.00	\$ 650.00	\$ 1,950.00	\$ 904.00	\$ 2,712.00	\$ 956.00	\$ 2,868.00	\$ 500.00	\$ 1,500.00
A8	8" X 6" D.I. Reducer:	1	Each	\$ 465.00	\$ 465.00	\$ 467.00	\$ 467.00	\$ 520.00	\$ 520.00	\$ 561.00	\$ 561.00	\$ 200.00	\$ 200.00
A9	6" Thru X 8" Branch D.I. Tee:	0	Each	\$ 1,360.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
A10	8" Thru X 8" Branch D.I. Tee:	2	Each	\$ 980.00	\$ 1,960.00	\$ 878.00	\$ 1,756.00	\$ 1,179.00	\$ 2,358.00	\$ 1,265.00	\$ 2,530.00	\$ 500.00	\$ 1,000.00
A11	8" D.I. Gate Valve with Valve Box & Lid:	5	Each	\$ 2,000.00	\$ 10,000.00	\$ 1,975.00	\$ 9,875.00	\$ 2,491.00	\$ 12,455.00	\$ 3,028.00	\$ 15,140.00	\$ 900.00	\$ 4,500.00
A12	Fire Hydrant Assembly:	4	Each	\$ 6,700.00	\$ 26,800.00	\$ 6,180.00	\$ 24,720.00	\$ 8,927.00	\$ 35,708.00	\$ 10,899.00	\$ 43,596.00	\$ 4,000.00	\$ 16,000.00
A13	1" Water Service:	20	Each	\$ 2,500.00	\$ 50,000.00	\$ 1,196.00	\$ 23,920.00	\$ 1,780.00	\$ 35,600.00	\$ 1,878.00	\$ 37,560.00	\$ 1,400.00	\$ 28,000.00
A14	5/8 Water Meter (Neptune R-900C Radio Read:	10	Each	\$ 920.00	\$ 9,200.00	\$ 641.00	\$ 6,410.00	\$ 545.00	\$ 5,450.00	\$ 614.00	\$ 6,140.00	\$ 200.00	\$ 2,000.00
A15	Meter Box and Cover (18" X 36" Concrete or HDPE):	10	Each	\$ 870.00	\$ 8,700.00	\$ 160.00	\$ 1,600.00	\$ 669.00	\$ 6,690.00	\$ 728.00	\$ 7,280.00	\$ 400.00	\$ 4,000.00
A16	Remove Existing Fire Hydrant:	2	Each	\$ 685.00	\$ 1,370.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
A17	Remove Existing Valve and Valve Box:	4	Each	\$ 2,000.00	\$ 8,000.00	\$ 500.00	\$ 2,000.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00	\$ 800.00	\$ 3,200.00
A18	Construct Concrete Plugs at Ends of Abandoned Water Mains:	15	Each	\$ 240.00	\$ 3,600.00	\$ 200.00	\$ 3,000.00	\$ 200.00	\$ 3,000.00	\$ 200.00	\$ 3,000.00	\$ 200.00	\$ 3,000.00
A19	Remove and Replace Curb and Gutter:	40	L.F.	\$ 55.00	\$ 2,200.00	\$ 45.00	\$ 1,800.00	\$ 62.50	\$ 2,500.00	\$ 65.50	\$ 2,620.00	\$ 65.50	\$ 2,620.00
A20	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	1,500	S.Y.	\$ 35.00	\$ 52,500.00	\$ 36.00	\$ 54,000.00	\$ 46.62	\$ 69,930.00	\$ 55.67	\$ 83,505.00	\$ 55.67	\$ 83,505.00
A21	Granular Backfill Borrow:	3,000	Tons	\$ 17.00	\$ 51,000.00	\$ 11.00	\$ 33,000.00	\$ 19.11	\$ 57,330.00	\$ 21.70	\$ 65,100.00	\$ 21.70	\$ 65,100.00
A22	Sediment Barriers at Storm Drain Catch Basins:	6	Each	\$ 300.00	\$ 1,800.00	\$ 120.00	\$ 720.00	\$ 400.00	\$ 2,400.00	\$ 400.00	\$ 2,400.00	\$ 400.00	\$ 2,400.00
Schedule A Total					\$ 322,211.00		\$ 250,397.00		\$ 396,125.00		\$ 442,382.00		\$ 333,305.00



# Oak Drive Culinary Waterline Project

## South Ogden City Corporation

Bid Opening Date: October 12, 2021 Time: 2:00 p.m. Place: South Ogden Municipal Office



				Engineer's Estimate		AAA Excavation		CT Davis Excavation		CT Davis Excavation (5/10/2022)		CT Davis Excavation (6/2/2022 Installation Only)	
	Description	Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B1	Mobilization Traffic Control:	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 4,742.00	\$ 4,742.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
B2	8" Dia. PVC C-900 DR-18 Pipe:	510	L.F.	\$ 40.00	\$ 20,400.00	\$ 43.75	\$ 22,312.50	\$ 75.79	\$ 38,652.90	\$ 82.57	\$ 42,110.70	\$ 50.92	\$ 25,969.20
B3	6" D.I. Coupler:	1	Each	\$ 1,700.00	\$ 1,700.00	\$ 504.00	\$ 504.00	\$ 508.00	\$ 508.00	\$ 590.00	\$ 590.00	\$ 200.00	\$ 200.00
B4	8" D.I. Coupler:	0	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 668.00	\$ 0.00	\$ 779.00	\$ 0.00	\$ 779.00	\$ 0.00
B5	8" D.I. 11.25 Degree Bend:	1	Each	\$ 775.00	\$ 775.00	\$ 573.00	\$ 573.00	\$ 878.00	\$ 878.00	\$ 927.00	\$ 927.00	\$ 500.00	\$ 500.00
B6	8" D.I. 22.5 Degree Bend:	0	Each	\$ 775.00	\$ 0.00	\$ 624.00	\$ 0.00	\$ 899.00	\$ 0.00	\$ 950.00	\$ 0.00	\$ 950.00	\$ 0.00
B7	8" D.I. 45 Degree Bend:	2	Each	\$ 780.00	\$ 1,560.00	\$ 650.00	\$ 1,300.00	\$ 904.00	\$ 1,808.00	\$ 904.00	\$ 1,808.00	\$ 500.00	\$ 1,000.00
B8	8" X 6" D.I. Reducer:	1	Each	\$ 465.00	\$ 465.00	\$ 467.00	\$ 467.00	\$ 520.00	\$ 520.00	\$ 561.00	\$ 561.00	\$ 200.00	\$ 200.00
B9	6" Thru X 8" Branch D.I. Tee:	0	Each	\$ 1,360.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,699.00	\$ 0.00	\$ 1,728.00	\$ 0.00	\$ 1,728.00	\$ 0.00
B10	8" Thru X 8" Branch D.I. Tee:	0	Each	\$ 980.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,179.00	\$ 0.00	\$ 13,322.00	\$ 0.00	\$ 1,322.00	\$ 0.00
B11	8" D.I. Gate Valve with Valve Box & Lid:	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 1,975.00	\$ 1,975.00	\$ 2,491.00	\$ 2,491.00	\$ 3,028.00	\$ 3,028.00	\$ 900.00	\$ 900.00
B12	Fire Hydrant Assembly:	1	Each	\$ 6,700.00	\$ 6,700.00	\$ 6,180.00	\$ 6,180.00	\$ 8,927.00	\$ 8,927.00	\$ 10,899.00	\$ 10,899.00	\$ 4,000.00	\$ 4,000.00
B13	1" Water Service:	8	Each	\$ 2,500.00	\$ 20,000.00	\$ 1,196.00	\$ 9,568.00	\$ 1,780.00	\$ 14,240.00	\$ 1,878.00	\$ 15,024.00	\$ 1,400.00	\$ 11,200.00
B14	5/8 Water Meter (Neptune R-900C Radio Read:	4	Each	\$ 920.00	\$ 3,680.00	\$ 641.00	\$ 2,564.00	\$ 545.00	\$ 2,180.00	\$ 614.00	\$ 2,456.00	\$ 200.00	\$ 800.00
B15	Meter Box and Cover (18" X 36" Concrete or HDPE):	4	Each	\$ 870.00	\$ 3,480.00	\$ 160.00	\$ 640.00	\$ 669.00	\$ 2,676.00	\$ 728.00	\$ 2,912.00	\$ 400.00	\$ 1,600.00
B16	Remove Existing Fire Hydrant:	1	Each	\$ 685.00	\$ 685.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
B17	Remove Existing Valve and Valve Box:	0	Each	\$ 2,000.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 800.00	\$ 0.00	\$ 800.00	\$ 0.00	\$ 800.00	\$ 0.00
B18	Construct Concrete Plugs at Ends of Abandoned Water Mains:	2	Each	\$ 240.00	\$ 480.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00
B19	Remove and Replace Curb and Gutter:	10	L.F.	\$ 55.00	\$ 550.00	\$ 45.00	\$ 450.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00
B20	Asphalt Pavement Patching (3" HMA/ 10" UTBC):	510	S.Y.	\$ 35.00	\$ 17,850.00	\$ 36.00	\$ 18,360.00	\$ 46.62	\$ 23,776.20	\$ 65.50	\$ 33,405.00	\$ 65.50	\$ 33,405.00
B21	Granular Backfill Borrow:	1,020	Tons	\$ 17.00	\$ 17,340.00	\$ 11.00	\$ 11,220.00	\$ 19.11	\$ 19,492.20	\$ 21.70	\$ 22,134.00	\$ 21.70	\$ 22,134.00
B22	Sediment Barriers at Storm Drain Catch Basins:	2	Each	\$ 300.00	\$ 600.00	\$ 120.00	\$ 240.00	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00	\$ 400.00	\$ 800.00
Schedule B Total					\$ 108,265.00		\$ 81,995.50		\$ 135,349.30		\$ 155,054.70		\$ 121,108.20
					\$ 430,476.00		\$332,392.50 *		\$ 531,474.30		\$ 597,436.70		\$ 454,413.20

\* correction due to calculation error

Project Engineer \_\_\_\_\_  
Jory Wahlen

## **Resolution No. 22-18**

### **RESOLUTION OF SOUTH OGDEN CITY DECLARING RESOLUTION 21-37 AS NULL AND VOID AND APPROVING AN AGREEMENT WITH CT DAVIS EXCAVATION FOR CONSTRUCTION OF THE OAK DRIVE CULINARY WATER LINE REPLACEMENT PROJECT, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.**

#### **SECTION 1 - RECITALS**

**WHEREAS**, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

**WHEREAS**, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

**WHEREAS**, the City Council finds it necessary to address certain Oak Drive Culinary Water Line Replacement needs; and

**WHEREAS**, the City Council finds that on November 16, 2021 it entered into an agreement with AAA Excavation to address the Oak Drive Culinary Water Line Replacement needs; and,

**WHEREAS**, the City Council now finds that AAA Excavation no longer wishes to contract with the City to address those needs; and,

**WHEREAS**, the City Council finds that city staff now recommends the city contract with CT Davis Excavation for the Oak Drive Culinary Water Line Replacement project; and,

**WHEREAS**, the City Council finds that CT Davis Excavation has the professional ability to provide for these services to meet the city's needs; and,

**WHEREAS**, the City Council finds that City now desires to further those ends by contracting with CT Davis Excavation to provide such services; and,

**WHEREAS**, the City Council finds that the public convenience and necessity requires the actions contemplated,

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:**

**SECTION 2 – PREVIOUS RESOLUTION DECLARED NULL AND VOID**

That Resolution 21-37, A Resolution Of South Ogden City Approving An Agreement With AAA Excavation for Construction of the Oak Drive Culinary Water Line Replacement Project, Is Now Declared Null And Void.

**SECTION 3 - CONTRACT AUTHORIZED**

That The "**Contract Agreement**" For The Oak Drive Culinary Water Line Replacement Project, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

**SECTION 4 - PRIOR ORDINANCES AND RESOLUTIONS**

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

**SECTION 5 - REPEALER OF CONFLICTING ENACTMENTS**

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

**SECTION 6 - SAVINGS CLAUSE**

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

**SECTION 7 - DATE OF EFFECT**

This Resolution shall be effective on the 7<sup>th</sup> day of June, 2022, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH**, on this 7<sup>th</sup> day of June, 2022.

**SOUTH OGDEN CITY**

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Russell Porter, Mayor

**ATTEST:**

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Leesa Kapetanov, CMC  
City Recorder

## **ATTACHMENT "A"**

### **Resolution No. 22-18**

Resolution Of South Ogden City Declaring Resolution 21-37 As Null And Void And Approving An Agreement With Ct Davis Excavation For Construction Of The Oak Drive Culinary Water Line Replacement Project, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

07 Jun 22



# CONTRACT AGREEMENT

**THIS AGREEMENT** is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **CT Davis Excavation LLC** (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:

The work consists of installing approximately 2,000 Lineal Feet of 8" PVC C-900, DR-18 Pipe within the existing city street with materials provided by OWNER. The work also includes: the installation of mainline valves and fittings; removal and replacement of approximately 28 water services; compaction; import trench backfill; asphalt trench repair; and all other related appurtenances and associated work as indicated in the Contract Document.

## 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:

### **Oak Drive Culinary Waterline Replacement Project**

## 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 within **75** days following Notice to Proceed.

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

#### Schedule A – Oak Drive & 875 East

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
A1	Mobilization Traffic Control:	1	L.S.	\$35,000.00	\$35,000.00
A2	8" Dia. PVC C-900 DR-18 Pipe:	1,500	L.F.	\$50.92	\$76,380.00
A3	6" D.I. Coupler:	1	Each	\$200.00	\$200.00
A4	8" D.I. Coupler:	1	Each	\$200.00	\$200.00
A5	8" D.I. 11.25 Degree Bend:	4	Each	\$500.00	\$2,000.00
A6	8" D.I. 22.50 Degree Bend:	1	Each	\$500.00	\$500.00
A7	8" D.I. 45 Degree Bend:	3	Each	\$500.00	\$1,500.00
A8	8" X 6" D.I. Reducer:	1	Each	\$200.00	\$200.00
A9	6" Thru X 8" Branch D.I. Tee:	0	Each	\$0.00	\$0.00
A10	8" Thru X 8" Branch D.I. Tee:	2	Each	\$500.00	\$1,000.00
A11	8" D.I. Gate Valve with Valve Box & Lid:	5	Each	\$900.00	\$4,500.00
A12	Fire Hydrant Assembly:	4	Each	\$4,000.00	\$16,000.00
A13	1" Water Service:	20	Each	\$1,400.00	\$28,000.00
A14	5/8 Water Meter (Neptune R-900C Radio Read):	10	Each	\$200.00	\$2,000.00
A15	Meter Box and Cover (18" X 36" Concrete or HDPE):	10	Each	\$400.00	\$4,000.00
A16	Remove Existing Fire Hydrant:	2	Each	\$1,000.00	\$2,000.00
A17	Remove Existing Valve and Valve Box:	4	Each	\$800.00	\$3,200.00
A18	Construct Concrete Plugs at End of Abandoned Water Mains:	15	Each	\$200.00	\$3,000.00
A19	Remove and Replace Curb and Gutter:	40	L.F.	\$65.50	\$2,620.00

A20	Asphalt Pavement Patching (3" HMA/10" UTBC):	1,500	S.Y.	\$55.67	\$83,505.00
A21	Granular Backfill Borrow:	3,000	Tons	\$21.70	\$65,100.00
A22	Sediment Barriers at Storm Drain Catch Basins:	6	Each	\$400.00	\$2,400.00
Schedule A Total					\$333,305.00

Schedule B – 785 East

B1	Mobilization Traffic Control:	1	L.S.	\$15,000.00	\$15,000.00
B2	8" Dia. PVC C-900 DR-18 Pipe:	510	L.F.	\$50.92	\$25,969.20
B3	6" D.I. Coupler:	1	Each	\$200.00	\$200.00
B4	8" D.I. Coupler:	0	Each	\$779.00	\$0.00
B5	8" D.I. 11.25 Degree Bend:	1	Each	\$500.00	\$500.00
B6	8" D.I. 22.50 Degree Bend:	0	Each	\$950.00	\$0.00
B7	8" D.I. 45 Degree Bend:	2	Each	\$500.00	\$1,000.00
B8	8" X 6" D.I. Reducer:	1	Each	\$200.00	\$200.00
B9	6" Thru X 8" Branch D.I. Tee:	0	Each	\$1,728.00	\$0.00
B10	8" Thru X 8" Branch D.I. Tee:	0	Each	\$1,322.00	\$0.00
B11	8" D.I. Gate Valve with Valve Box & Lid:	1	Each	\$900.00	\$900.00
B12	Fire Hydrant Assembly:	1	Each	\$4,000.00	\$4,000.00
B13	1" Water Service:	8	Each	\$1,400.00	\$11,200.00
B14	5/8 Water Meter (Neptune R-900C Radio Read):	4	Each	\$200.00	\$800.00
B15	Meter Box and Cover (18" X 36" Concrete or HDPE):	4	Each	\$400.00	\$1,600.00
B16	Remove Existing Fire Hydrant:	1	Each	\$1,000.00	\$1,000.00
B17	Remove Existing Valve and Valve Box:	0	Each	\$800.00	\$0.00
B18	Construct Concrete Plugs at End of Abandoned Water Mains:	2	Each	\$200.00	\$400.00
B19	Remove and Replace Curb and Gutter:	10	L.F.	\$200.00	\$2,000.00
B20	Asphalt Pavement Patching (3" HMA/10" UTBC):	510	S.Y.	\$65.50	\$33,405.00
B21	Granular Backfill Borrow:	1,020	Tons	\$21.70	\$22,134.00

B22	Sediment Barriers at Storm Drain Catch Basins:	2	Each	\$400.00	\$800.00
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Schedule B Total:					\$121,108.20
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TOTAL OF ALL UNIT: Four hundred fifty-four thousand four hundred thirteen 20/100 dollars (\$454,413.20).

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 15th 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 Bond;
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;
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 not 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 \_\_\_\_\_ 2022, (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

SOUTH OGDEN CITY CORPORATION

CT DAVIS EXCAVATION LLC

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign)

Designated Representative:

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_