

**RESOLUTION 2020-04**  
**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL**  
**APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN**  
**SOUTH WEBER CITY AND UINTAH CITY FOR THE REPLACEMENT**  
**OF THE COTTONWOOD DRIVE WATERLINE**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

**WHEREAS**, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

**WHEREAS**, South Weber City and Uintah City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

**WHEREAS**, South Weber City and Uintah City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;


**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Approval:** The attached Interlocal Agreement (Exhibit 1) is entered with Uintah City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the City Manager to execute the Interlocal Agreement for and on behalf of South Weber City.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 10<sup>th</sup> day of March 2020.

Roll call vote is as follows:		
Council Member Alberts	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Halverson	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Petty	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Soderquist	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Winsor	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST

  
Jo Sjoblom, Mayor



  
Attest: Lisa Smith, Recorder

# EXHIBIT 1

## AN INTERLOCAL AGREEMENT BY AND BETWEEN SOUTH WEBER CITY AND UINTAH CITY FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

This Interlocal Agreement is made by and between South Weber City, a body politic and political subdivision of the State of Utah, having its principal business address as 1600 E. South Weber Drive, South Weber, Utah (hereinafter "South Weber") and Uintah City, a body politic and political subdivision of the State of Utah, having its principal business address as 2191 E. 6550 S., Uintah City, Utah (hereinafter "Uintah"), individually referred to as "Party" or collectively referred to as "Parties."

**RECITALS**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, both Parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, South Weber is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, Uintah is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, South Weber has an existing culinary waterline that runs parallel to an existing Uintah culinary waterline along Cottonwood Drive (See Exhibit A);

WHEREAS, to improve fire flow in the area as well as address aging infrastructure, South Weber is planning to replace and upsize their existing culinary waterline;

WHEREAS, to improve delivery capacity from the source as well as address aging infrastructure Uintah also desires to replace and upsize their existing culinary waterline;

WHEREAS, Parties find it mutually beneficial to combine the waterlines into one (1) single line that serves both communities (hereinafter "Project");

WHEREAS, the Project will provide the benefits of additional fire flow for the South Weber residents on Cottonwood Drive, as well as add storage and service redundancy where none currently exists;

WHEREAS, the Project will provide the benefits of increased delivery capacity from the source to the west end of Uintah and remove approximately 1,400 feet of supply waterline infrastructure from the maintenance responsibility of South Weber and Uintah;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, South Weber and Uintah do mutually agree and undertake the following responsibilities:

**Section One**  
**Scope of Agreement**

Intent. The Parties intend by this Agreement to combine their respective culinary water service needs along Cottonwood Drive in South Weber and the west end of Uintah City by abandoning their existing culinary waterlines and constructing one new waterline, meter vaults, control valves and all other associated appurtenances.

Specifically, this Agreement addresses the obligations of South Weber and Uintah in relation to designing, preparing, bidding, awarding, managing, and the future ownership, operation, maintenance, repair and replacement of the Project. South Weber shall be the lead agency with each Party's responsibilities defined in Sections Two through Six of this Agreement.

**Section Two**  
**South Weber's Responsibilities**

South Weber agrees to:

1. Complete the Engineering and Design of the Project in coordination with the needs of both South Weber and Uintah.
2. Coordinate with Weber Basin Water Conservancy District (hereinafter "WBWCD") for Project related work.
3. Oversee and manage the administration of Project from bidding to completion, including:
  - a. Advertise Project in accordance with current State noticing laws;
  - b. Prepare Project bidding and construction documents in accordance with the Engineer's Joint Contract Documents Committee (EJCDC) documents (hereinafter "Project Manual");
  - c. Conduct a Public Bid Opening;
  - d. Mutually agree with Uintah in the selection of the Project Contractor (hereinafter "Contractor");
  - e. Award the Project to the selected Contractor;
  - f. Collect required performance bonds, payment bonds, and insurance from Contractor;
    - i. Contractor shall add "Uintah City Corporation" as an additional insured on required insurance certificate;
  - g. Conduct a pre-construction meeting with all Parties and Contractor;
  - h. Issue the Notice to Proceed to Contractor;
  - i. Provide inspection of all Project work completed;
  - j. Process and pay all Contractor pay requests, with review by Uintah;

- k. Issue Project Change Order(s) to Contractor, where necessary;
    - i. Prior to issuing, South Weber shall notify Uintah of change order request and obtain concurrence from Uintah of the change order prior to approving.
  - l. Issue Project Certificate of Substantial Completion to Contractor; and
  - m. Issue Project Notice of Final Acceptance to Contractor.
4. Maintain and oversee Project records and provide electronic versions to Uintah City upon completion of the Project.

**Section Three  
Uintah's Responsibilities**

Uintah agrees to:

1. Coordinate with South Weber and provide necessary information for the preparation of the Project.
2. Provide a representative to attend all Project related meetings.
3. Mutually agree with South Weber on the selection of Project Contractor.
4. Provide a temporary culinary water connection for South Weber to use during Project construction.
5. Provide written approval or denial of change order request within three (3) business days of request from South Weber, if the request can be authorized administratively. If City Council approval is required, and time is not critical, provide written approval or denial of change order request following the next regularly scheduled meeting. If City Council approval is required, and time is critical, schedule a special meeting and provide written approval or denial as soon as reasonably possible.

**Section Four  
Ownership, Operation, Maintenance, Repair and Replacement**

**Ownership and Liability:** South Weber shall have one hundred percent (100%) ownership and liability of all physical facilities associated with the Project except as otherwise shown in Exhibit "A".

**Operation:** South Weber shall be one hundred percent (100%) responsible for operation of all facilities associated with the Project as shown in Exhibit "A".

1. The Parties mutually agree to operate the Project and all other related system facilities (waterline, valves, reservoir, etc.) in a good faith manner in order to help facilitate the intended and efficient use of the Project. The Parties also agree not to intentionally alter or inhibit the intended function of the Project and any other related system facility in a way that negatively impacts the other Party. If temporary adjustments are needed, the Parties agree to work together in a cooperative manner to the benefit of each Party.

**Maintenance:** For the purposes of this Agreement, Maintenance shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any maintenance work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for maintenance at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

**Repair:** For the purposes of this Agreement, Repair shall be defined as any work required to keep the facilities associated with the Project in good working order. South Weber will be responsible to complete any repair work required, and shall notify Uintah as soon as practically possible. South Weber and Uintah will equally share the cost for repairs at fifty percent (50%) each, except as otherwise indicated in Exhibit "A". The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

**Replacement:** For the purposes of this Agreement, Replacement shall be defined as any work associated with the removal and/or replacement of any portion of the waterline, facility or appurtenance associated with the Project as shown in Exhibit "A". The Parties must mutually agree to the required replacement. After approval, South Weber will be responsible to complete the work agreed to. South Weber and Uintah will equally share the cost for the Replacement at fifty percent (50%) each. The cost for fifty percent (50%) of said work (including all labor, materials and equipment) will be invoiced to Uintah. Uintah shall pay invoice from South Weber within thirty (30) days from receiving the invoice.

**WBWCD Contracts:** Parties agree that the responsibilities for Ownership, Operation, Maintenance, Repair and Replacement as outlined in the respective Parties existing contracts with WBWCD shall remain in force, except as otherwise indicated in this Agreement and/or as shown in Exhibit "A".

**Section Five**  
**Payment**

1. The Parties agree to share the actual costs for Design and Construction of the Project equally at fifty percent (50%) each. For estimated Design and Construction costs, see Exhibit "B". Parties shall mutually agree on the contract amount prior to awarding the contract.
2. South Weber and Uintah will establish and maintain their own budgets for expenses related to this Agreement.
3. For all costs relating to services provided by the Engineer, including subconsultants (design, bidding, construction management, inspection, testing, etc.), the Engineer will split their time equally at fifty percent (50%) each and invoice the Parties separately, in accordance with existing contracts in place with the Parties for engineering services.
4. For the Construction of the Project, South Weber shall make payment in full to Contractor and request reimbursement from Uintah.
  - a. Parties will equally share the actual cost of the Project advertisement in the local newspaper. South Weber shall invoice Uintah for fifty percent (50%) of the advertisement cost.
  - b. Within thirty (30) days of receipt of an invoice from South Weber, Uintah shall submit the reimbursement payment.
5. A change order allowance of five percent (5%) of the contract price will be split fifty percent (50%) paid by each Party and will be approved administratively by both Parties. Any net amount above the five percent (5%) must be approved by both Parties' City Councils for authorization.
6. South Weber and Uintah will each continue to be responsible for full payment of their own water consumption, as metered by and invoiced through WBWCD to each Party.
7. South Weber will continue to meter and bill the residents connected to the temporary culinary water connection provided by Uintah during construction and will remit amount collected to Uintah within thirty (30) days following completion of the project.
8. Any contribution by WBWCD towards the Project shall be divided equally by the Parties.
9. South Weber and Uintah shall be responsible for costs related to the Ownership, Operation, Maintenance, Repair and Replacement as outlined in Section Four of this Agreement.

**Section Six  
General Provisions**

1. **Limitations.** Except as outlined by this Agreement or by agreement separate from this, neither Party assumes any responsibility to inspect, install, operate or otherwise maintain the other Party's culinary water utility system. Further, this Agreement does not impose on either Party any duty, fees, inspections, or any other types of activity outside the scope of this Agreement.
2. **Official Representative.** Parties respectively designate the following persons to act as their authorized representative in matters and decisions pertaining to the timely performance of this Agreement.

**South Weber**

David Larson

City Manager

801-479-3177

dlarson@southwebercity.com

**Uintah**

Darinda Wallis

City Recorder

801-479-4130

uintahcity@uintahcity.com

The authorized representative(s) shall have full power to bind South Weber and Uintah, respectively, in decisions related to the Project and that do not require approval from South Weber or Uintah elected representatives, unless otherwise required by their individual Purchasing Policy. Each may designate an authorized representative upon written notice to the other Party.

3. **Term and Renewal.** Notwithstanding anything to the contrary in this Agreement, the obligations set forth in the Agreement shall remain in effect without limitation as to time.
4. **Termination.** Once approved, this Agreement may only be terminated by joint approval of the Parties. Depending on the status and progression of the Project, the Parties must mutually agree upon division of the remaining responsibilities. If the Agreement is terminated, Uintah shall have thirty (30) days to pay any outstanding balance owed to South Weber.
5. **Effective Date.** This Agreement shall become effective upon compliance with State law governing interlocal cooperation agreements and upon ratification by the Parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
6. **Amendment.** This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from the each Party, along with being approved as to form by the South Weber Attorney and Uintah Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
7. **Entire Agreement.** This Agreement, together with any written amendments, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except for the resolutions of each Party herein attached and incorporated by reference.



8. **Indemnification.** Each Party agrees to indemnify, defend, and save and hold the other Party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:
  - a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying Party's actions;
  - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying Party, relating to this Agreement; and
  - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
9. **Employee Status.** It is understood and agreed by the Parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective Parties.
10. **Hired Consultant Status.** It is understood and agreed by the Parties that any consultant, including but not limited to the person, firm, or entity serving as City Engineer, Project Engineer, or Contractor, shall not represent themselves as employees of the respective Parties.
11. **Warranties.** Each Party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the Parties that would adversely affect this Agreement.
12. **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the South Weber City Recorder and the Uintah City Recorder and shall remain on file for public inspection for the duration of this Agreement.
13. **Governing Law.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
14. **Non-transferable.** The rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the Parties.
15. **Rules of Construction and Severability.** Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the Parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the Parties. It is thus the intention of the Parties that each provision of

this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

**16. Additional Interlocal Cooperation Act provisions.** In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties agree as follows:

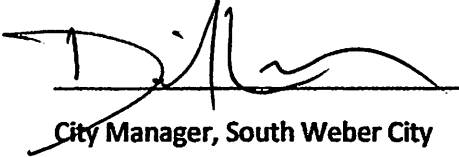
- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party, pursuant to Section 11-13-202.5.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each Party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the Parties.
- e. Immediately after execution of this Agreement by both Parties, each Party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The Parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

*(continued on next page)*

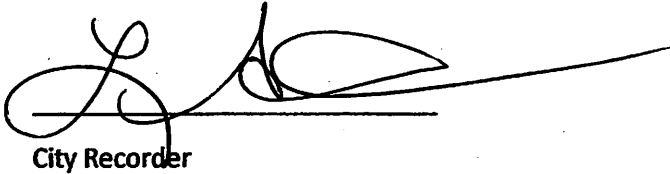
**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

DATED this 18<sup>th</sup> day of March, 2020

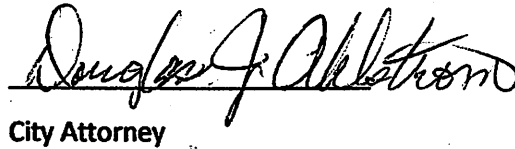
SOUTH WEBER CITY:

  
\_\_\_\_\_  
City Manager, South Weber City

ATTEST:

  
\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:

  
\_\_\_\_\_  
City Attorney

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

UINTAH CITY:

\_\_\_\_\_  
Mayor, Uintah City

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:

\_\_\_\_\_  
City Attorney

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

SOUTH WEBER CITY:

\_\_\_\_\_  
City Manager, South Weber City

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

DATED this 3<sup>rd</sup> day of March, 2020

UINTAH CITY:

Gordon S. Butler  
Mayor, Uintah City

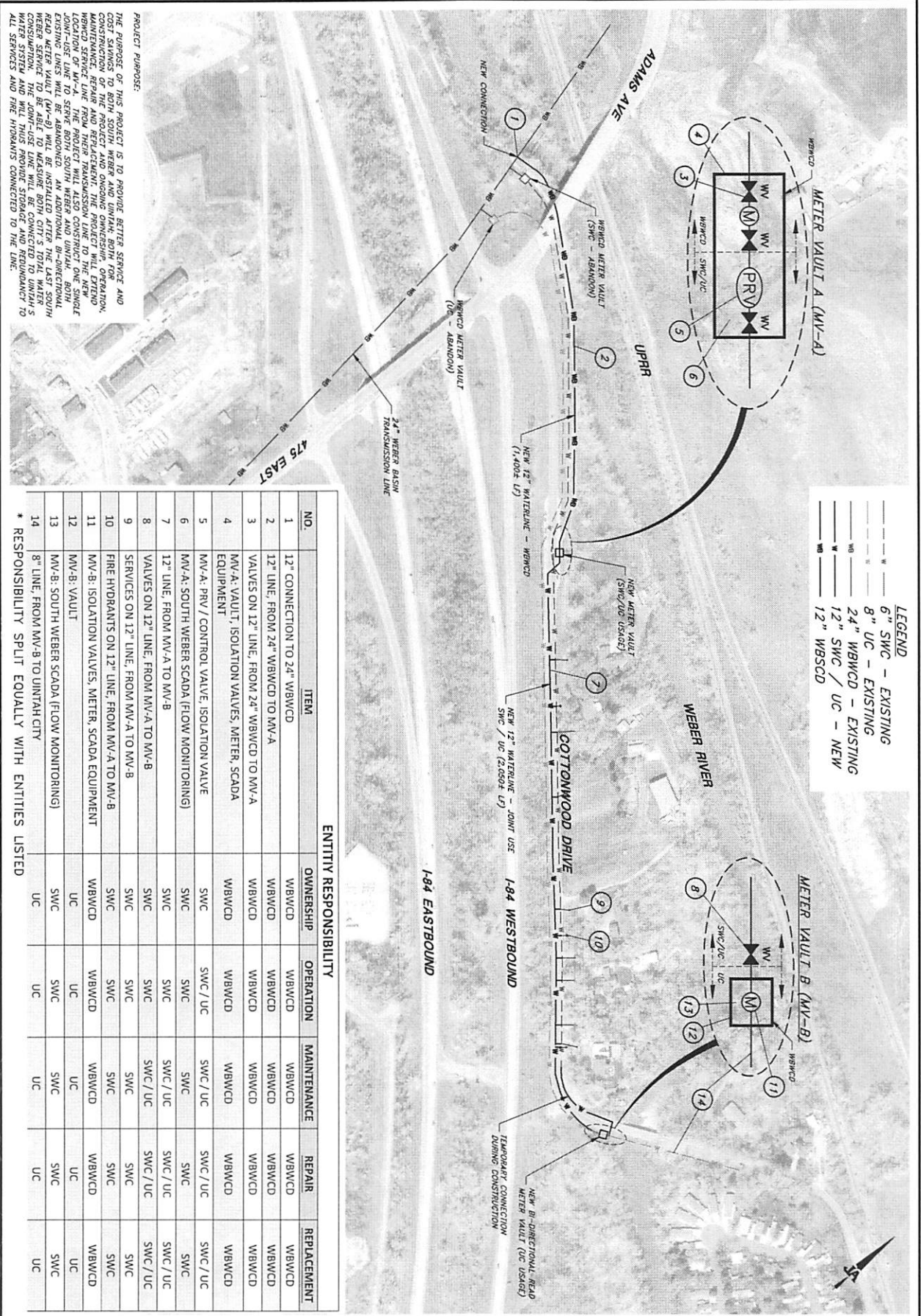
ATTEST:

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:

Doreen K. Vachis  
City Recorder

Matthew  
City Attorney





**PROJECT PURPOSE:**  
 THE PURPOSE OF THIS PROJECT IS TO PROVIDE BETTER SERVICE AND COST SAVINGS TO BOTH SOUTH WEBER AND UTAH. BOTH FOR CONSTRUCTION REPAIR AND REPLACEMENT. THE PROJECT WILL EXTEND WBWCD SERVICE LINE FROM THEIR TRANSMISSION LINE TO THE NEW LOCATION OF MV-A. THE PROJECT WILL ALSO CONSTRUCT ONE SINGLE DIRECTIONAL LINE AND SERVICE AN ADDITIONAL BI-DIRECTIONAL HEAD METER VAULT (MV-B) WILL BE INSTALLED AFTER THE LAST SOUTH WEBER SERVICE TO BE ABLE TO MEASURE BOTH CITY'S TOTAL WATER CONSUMPTION. THE JOINT-USE LINE WILL BE CONNECTED TO UTAH'S ALL SERVICES AND FIRE HYDRANTS CONNECTED TO THE LINE.

NO.	ITEM	OWNERSHIP	OPERATION	MAINTENANCE	REPAIR	REPLACEMENT
1	12" CONNECTION TO 24" WBWCD	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
2	12" LINE, FROM 24" WBWCD TO MV-A	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
3	VALVES ON 12" LINE, FROM 24" WBWCD TO MV-A EQUIPMENT	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
4	MV-A: VALVE / ISOLATION VALVES, METER, SCADA EQUIPMENT	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
5	MV-A: PRV / CONTROL VALVE, ISOLATION VALVE	SWC	SWC / UC	SWC / UC	SWC / UC	SWC / UC
6	MV-A: SOUTH WEBER SCADA (FLOW MONITORING)	SWC	SWC	SWC	SWC	SWC
7	12" LINE, FROM MV-A TO MV-B	SWC	SWC	SWC / UC	SWC / UC	SWC / UC
8	VALVES ON 12" LINE, FROM MV-A TO MV-B	SWC	SWC	SWC / UC	SWC / UC	SWC / UC
9	SERVICES ON 12" LINE, FROM MV-A TO MV-B	SWC	SWC	SWC	SWC	SWC
10	FIRE HYDRANTS ON 12" LINE, FROM MV-A TO MV-B	SWC	SWC	SWC	SWC	SWC
11	MV-B: ISOLATION VALVES, METER, SCADA EQUIPMENT	WBWCD	WBWCD	WBWCD	WBWCD	WBWCD
12	MV-B: VAULT	UC	UC	UC	UC	UC
13	MV-B: SOUTH WEBER SCADA (FLOW MONITORING)	SWC	SWC	SWC	SWC	SWC
14	8" LINE, FROM MV-B TO UTAH CITY	UC	UC	UC	UC	UC

\* RESPONSIBILITY SPLIT EQUALLY WITH ENTITIES LISTED

ENTITY RESPONSIBILITY			
NO.	ITEM	OWNERSHIP	OPERATION
1	12" CONNECTION TO 24" WBWCD	WBWCD	WBWCD
2	12" LINE, FROM 24" WBWCD TO MV-A	WBWCD	WBWCD
3	VALVES ON 12" LINE, FROM 24" WBWCD TO MV-A EQUIPMENT	WBWCD	WBWCD
4	MV-A: VALVE / ISOLATION VALVES, METER, SCADA EQUIPMENT	WBWCD	WBWCD
5	MV-A: PRV / CONTROL VALVE, ISOLATION VALVE	SWC	SWC / UC
6	MV-A: SOUTH WEBER SCADA (FLOW MONITORING)	SWC	SWC
7	12" LINE, FROM MV-A TO MV-B	SWC	SWC
8	VALVES ON 12" LINE, FROM MV-A TO MV-B	SWC	SWC
9	SERVICES ON 12" LINE, FROM MV-A TO MV-B	SWC	SWC
10	FIRE HYDRANTS ON 12" LINE, FROM MV-A TO MV-B	SWC	SWC
11	MV-B: ISOLATION VALVES, METER, SCADA EQUIPMENT	WBWCD	WBWCD
12	MV-B: VAULT	UC	UC
13	MV-B: SOUTH WEBER SCADA (FLOW MONITORING)	SWC	SWC
14	8" LINE, FROM MV-B TO UTAH CITY	UC	UC

**LEGEND**  
 --- 6" SWC - EXISTING  
 --- 8" UC - EXISTING  
 --- 24" WBWCD - EXISTING  
 --- 12" SWC / UC - EXISTING  
 --- 12" WBWCD - NEW

**SOUTH WEBER AND UTAH CITY CORPORATIONS  
 COTTONWOOD DRIVE WATERLINE REPLACEMENT**

**EXHIBIT "A"  
 CONCEPT PLAN**

**JA CONSULTING ENGINEERS**  
 JONES & ASSOCIATES  
 6080 Fashion Point Drive  
 South Ogden, Utah 84403  
 (801) 476-9767 www.jonescivil.com

SCALE:  
 24" x 36" H: 1" = 30'  
 11" x 17" H: 1" = 60'

SHEET 1 OF 1 SHEETS

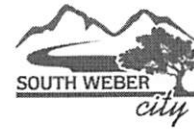
REV. DATE APPR.

# Cottonwood Dr. Waterline Replacement Project

## Exhibit "B" - Budgetary Cost Estimate

Improvement costs associated with replacement and upsizing of existing waterline, new connection to WBWCD, new meter vaults, fire hydrants, reconnection of services, and asphalt patch.

Location:  
From WBWCD trans.  
line to the Uintah City  
connection prior to  
crossing the river



Date: February 26, 2020

Item	Description	Qty	Unit	Unit Price	Total
<b>New 12" Waterline Complete</b>					
1	Mobilization	1	L.S.	\$15,000.00	\$15,000.00
2	Traffic Control	1	L.S.	\$8,000.00	\$8,000.00
3	Sawcut asphalt	4,200	l.f.	\$1.50	\$6,300.00
4	Remove asphalt (3"-5" thick)	12,600	s.f.	\$1.75	\$22,050.00
5	Remove and dispose of existing meter vault complete	2	ea.	\$5,000.00	\$10,000.00
6	Disconnect and patch existing connection to WBWCD	2	ea.	\$2,500.00	\$5,000.00
7	Cut, plug and abandon existing waterline	2	ea.	\$500.00	\$1,000.00
8	New 6" PVC C900 DR-18 waterline (temp)	350	l.f.	\$38.00	\$13,300.00
9	New 12" PVC C900 DR-14 waterline	3,450	l.f.	\$76.00	\$262,200.00
10	New 6" gate valve (temp)	1	ea.	\$1,500.00	\$1,500.00
11	New 12" gate valve	3	ea.	\$4,000.00	\$12,000.00
12	Construct new meter vault (by WBWCD transmission line)	1	L.S.	\$70,000.00	\$70,000.00
13	Construct new meter vault (prior to river crossing)	1	L.S.	\$50,000.00	\$50,000.00
14	Connect new 12" to existing 24" WBWCD transmission line	1	ea.	\$8,000.00	\$8,000.00
15	Connect new 12" to existing 8" waterline	2	ea.	\$3,000.00	\$6,000.00
16	Connect new 6" to existing 8" waterline (temp)	1	ea.	\$850.00	\$850.00
17	Connect new 6" to existing 6" waterline (temp)	1	ea.	\$750.00	\$750.00
18	Connect existing fire hydrant to new waterline	3	ea.	\$1,200.00	\$3,600.00
19	Connect existing service to new waterline	6	ea.	\$1,700.00	\$10,200.00
20	New granular imported trench backfill	100	ton	\$22.00	\$2,200.00
21	New UTBC (12" thick)	920	ton	\$25.00	\$23,000.00
22	New HMA (4" thick)	330	ton	\$75.00	\$24,750.00
23	Raise valve box to grade with concrete collar	2	ea.	\$400.00	\$800.00
				<b>SUBTOTAL =</b>	<b>\$556,500.00</b>
				<b>10%± Contingency =</b>	<b>\$55,650.00</b>
				<b>5%± Engineering &amp; Construction Management =</b>	<b>\$27,825.00</b>
				<b>TOTAL =</b>	<b>\$639,975.00</b>
				<b>SOUTH WEBER PORTION (50%) =</b>	<b>\$319,987.50</b>
				<b>UINTAH PORTION (50%) =</b>	<b>\$319,987.50</b>

\* Cost Estimate does not include any costs associated SCADA. Any SCADA improvements desired by each city would be coordinated with WBWCD and paid for independently.

**RESOLUTION 2020-04**  
**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL**  
**APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN**  
**SOUTH WEBER CITY AND UINTAH CITY FOR THE REPLACEMENT**  
**OF THE COTTONWOOD DRIVE WATERLINE**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

**WHEREAS**, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

**WHEREAS**, South Weber City and Uintah City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

**WHEREAS**, South Weber City and Uintah City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;


**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

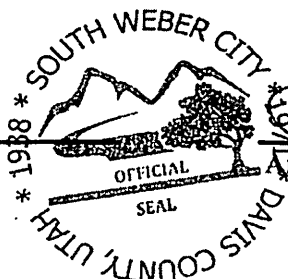
**Section 1. Approval:** The attached Interlocal Agreement (Exhibit 1) is entered with Uintah City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the City Manager to execute the Interlocal Agreement for and on behalf of South Weber City.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 10<sup>th</sup> day of March 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

  
Jo Sjoblom, Mayor



  
Attest: Lisa Smith, Recorder

**UINTAH CITY  
RESOLUTION NO. 20-0303**

**AN INTERLOCAL AGREEMENT BY AND BETWEEN  
SOUTH WEBER CITY AND UINTAH CITY  
FOR REPLACEMENT OF THE COTTONWOOD DRIVE WATERLINE**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt resolutions approving an Interlocal Agreement before such agreements become effective; and

WHEREAS, Uintah City and South Weber City and have negotiated an Agreement for the purposes of completing the Cottonwood Drive Waterline Replacement as one combined project;

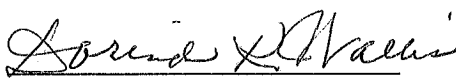
WHEREAS, Uintah City and South Weber City find that mutual benefit and cost-effective government can be achieved through this Interlocal Agreement for services entailed herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Uintah the attached Interlocal Agreement is entered with South Weber City for the purposes of the Cottonwood Drive Waterline Replacement Project as authorized in the Interlocal Agreement, and the Interlocal Agreement is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of Uintah City.

PASSED AND APPROVED by the North Ogden City Council this 3<sup>rd</sup> day of March, 2020.



Mayor, Uintah City

ATTEST: 

City Recorder

Roll Call Vote

Mayor Cutler	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Council Member Smith	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Council Member Roberts	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Council Member Boothe	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Council Member Bell	<input checked="" type="radio"/> Yes	<input type="radio"/> No