

COTTONWOOD HEIGHTS

RESOLUTION NO. 2013-50

A RESOLUTION APPROVING A FEE INCREASE FOR THE WASATCH FRONT WASTE AND RECYCLING DISTRICT (EFFECTIVE 1 JANUARY 2014)

WHEREAS, the Wasatch Front Waste and Recycling District (the “*District*”) is empowered by UTAH CODE ANN. 17D-1-210 and by Salt Lake County Resolution No. 4670 dated 20 November 2012 (the “*Resolution*”) to provide garbage collection and recycling services within the District’s boundaries; and

WHEREAS, the city of Cottonwood Heights (the “*City*”) is included within the District’s boundaries, and the City’s residents receive services from the District; and

WHEREAS, the Resolution provides that an increase in the District’s service charges is not effective until a majority of the legislative bodies of those local governments located within the District have adopted a resolution authorizing such increase; and

WHEREAS, the District’s Administrative Control Board (the “*Board*”) has recommended an increase in the District’s service charges of \$2.00 per owner per month beginning on 1 January 2014, and the Board has requested that the City approve that increase (the “*Increase*”); and

WHEREAS, the Increase is necessary based on the projected increased costs identified and discussed by the Board; and

WHEREAS, the City’s municipal council (the “*Council*”) met in regular session on 26 November 2013 to consider, among other things, approving the Increase; and

WHEREAS, the Council has reviewed the basis for the Increase and, after careful consideration, has determined that approving the Increase is in the best interests of the health, safety and welfare of the citizens of the City;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the Increase be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver such further evidences of such approval as may be reasonably proposed by either the City or the District.

This Resolution, assigned no. 2013-50, shall take effect immediately upon passage.

PASSED AND APPROVED this 26th day of November 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea ___	Nay ___
Michael L. Shelton	Yea ___	Nay ___
J. Scott Bracken	Yea ___	Nay ___
Michael J. Peterson	Yea ___	Nay ___
Tee W. Tyler	Yea ___	Nay ___

DEPOSITED in the office of the City Recorder this 26th day of November 2013.

RECORDED this ___ day of November 2013.

609403.1

COTTONWOOD HEIGHTS

RESOLUTION No. 2013-51

A RESOLUTION APPROVING AN AGREEMENT
FOR GEOLOGIC AND GEOTECHNICAL CONSULTING
SERVICES WITH GEOSTRATA, LLC

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 26 November 2013 to consider, among other things, approving an agreement (the "*Agreement*") with GeoStrata, LLC ("*GeoStrata*") whereunder GeoStrata would provide geologic, geotechnical and other consulting services to the City as specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Cottonwood Heights city council that the attached Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-51, shall take effect immediately upon passage.

PASSED AND APPROVED effective 26 November 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

ATTEST:

By _____
Kelvyn H. Cullimore, Jr., Mayor

Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 26th day of November 2013.

RECORDED this ___ day of November 2013.

609404.1

November 11, 2013

Cottonwood Heights
c/o Brian O. Berndt
1265 East Fort Union Blvd. #250
Cottonwood Heights, UT 84047
801.944.7066 office
bbrendt@ch.utah.gov

Geologic, Geotechnical and Other Consulting Services For Cottonwood Heights City, Utah

INTRODUCTION

GeoStrata is pleased to present our proposal and contract for professional consulting services for Cottonwood Heights City, Utah. GeoStrata has been performing consulting services for Cottonwood Heights City for the past several years. These services have been performed on an on call basis. This proposal and contract is intended to define our scope of services and compensation for our services for future consulting.

SCOPE OF WORK

GeoStrata will provide professional consulting services to Cottonwood Heights as professional geologists and geotechnical engineers. Our anticipated services include but are not limited to attending city meetings such as DRC, City Planning Commission meetings, City Council meetings or other city meetings when requested, reviewing geologic and geotechnical engineering reports presented to Cottonwood Heights City, performing site visits to sites where the city has a need for geologic or geotechnical review and providing materials testing and special inspection services and review when required by Cottonwood Heights City. These services will be requested primarily by the Cottonwood Heights City Engineer Mr. Brad Gilson P.E. but may also be requested by other responsible city staff such as Mr. Brian O. Berndt, Mr. Larry Gardner, Mr. Mike Allen or other Cottonwood Heights City staff designated by Mr. Brian O. Berndt.

SCHEDULE

We can respond to most requests within hours of being called but would request at least 24 hours notice for meetings and report reviews and 48 hours for field review whenever possible. We are available to provide services to Cottonwood Heights City 24 hours a day seven days a week but consider the normal work week from 8:00 am to 6:00 pm Monday through Friday excluding holidays.

CONDITIONS AND FEES

GeoStrata proposes to undertake the above scope of work on a **Time and Materials** basis in accordance with the attached "Schedule of Charges" and "General Conditions" as presented on Attachments 1 and 2. The costs associated with our most anticipated services are included in the following table;

Personnel	Cost
Senior Geologist	\$120.00/hour
Senior Engineer	\$120.00/hour

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We appreciate the opportunity to provide you with our services and look forward to discussing the project with you in more detail. If you have any questions regarding the proposed scope of work or any other aspects of our proposal please call.

Respectfully submitted,
GeoStrata, LLC

A handwritten signature in blue ink, appearing to read "Timothy J. Thompson".

Timothy J. Thompson, P.G.
Office Manager

Attachments:

1. Schedule of Fees – 2013
2. General Conditions Form

SCHEDULE OF CHARGES

GeoStrata 2013

The compensation to GeoStrata, LLC for our professional services is based upon and measured by the following elements:

PERSONNEL

Principals	\$160.00 per hour
Senior Consultant.....	\$160.00 per hour
Senior Engineers/Geologists.....	\$120.00 per hour
Project Engineers/Geologists.....	\$ 95.00 per hour
Staff Engineers/Geologists	\$ 85.00 per hour
Assistant professionals.....	\$ 75.00 per hour
Senior Field/Laboratory Technicians.....	\$ 45.00 per hour
Junior Field/Laboratory Technicians	\$ 40.00 per hour
ICC Special Inspector (per hour).....	\$ 60.00 per hour
GIS/AutoCAD Operator	\$ 75.00 per hour
Word Processing and Clerical.....	\$ 50.00 per hour

EQUIPMENT

Soil Sampling Equipment	\$5.00 per hour
Soil Sample Containers.....	\$15.00 per sample
Inclinometer Measurement Equipment Fee	\$150.00 per day
Company Vehicle	\$25.00 per day
Mileage	NA
AutoCAD & Terrain Modeling.....	\$25.00 per hour

MISCELLANEOUS EXPENSES

In-House printing.....	\$.10 per page
Fax In/Out.....	No Charge
Sub-contracted work, and other costs incurred with outside services or equipment.	Cost plus 15%

Costs for laboratory services and other services not listed above are available upon request and will be considered part of this contract if these additional services are requested. All prices are considered valid for one year from the date of the contract and can be renewed upon written agreement by both parties.

GENERAL CONDITIONS-FORM

1.0 BILLING

- 1.1 Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed.
- 1.2 Interest of 1 ½ % per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorneys fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
- 1.3 In the event that the Client requests termination of the work prior to completion of a report, GeoStrata, LLC reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of GeoStrata, LLC, be made.

2.0 WARRANTY AND LIABILITY

- 2.1 GeoStrata, LLC warrants that its services are performed, within the limits prescribed by its Clients, in a manner consistent with that level of care and skill ordinarily exercised by members of the same professions currently practicing in the same locality under similar conditions. No other warranty or representation, either expressed or implied, is included in its proposals, contracts or reports.
- 2.2 GeoStrata, LLC has neither created nor contributed to the existence of any hazardous, radioactive, toxic or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Accordingly, notwithstanding any other provision herein, the liability of GeoStrata, LLC, its employees, subcontractors and agents for any injury or loss arising from any such pre-existing or client generated dangerous substance or condition at or near the project site, shall not exceed \$1,000.
- 2.3 GeoStrata, LLC, its employees, subcontractors and agents shall not be liable for indirect or consequential damages, including without limitation loss of use and loss of profits.
- 2.4 In addition to the limitations provided in 2.2 and 2.3, and notwithstanding any other provision herein, the liability of GeoStrata, LLC its employees, subcontractors and agents shall be limited to injury or loss to the extent caused by the negligence of GeoStrata, LLC, its subcontractors and/or agents hereunder, and the liability of GeoStrata, LLC , for injury or loss arising from (1) professional errors or omissions and/or (2) environmental impairment or pollution and/or (3) radiation, nuclear reaction, or radioactive substances or conditions shall not exceed \$1,000,000. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- 2.5 The General Liability of GeoStrata, LLC its employees, subcontractors and agents for any other claim(s) of any kind shall not exceed \$1,000,000. Increased liability limits may be negotiated upon the Clients written request, prior to commencement of services, and agreement to pay an additional fee.
- 2.6 The Client agrees to indemnify and hold harmless GeoStrata, LLC, its employees, subcontractors and agents against and from any claim, liability, attorneys fees or other defense costs incurred because of (i) injury or loss caused by the actions or omissions of the Client, its employees or its other agents, contractors or subcontractors, or (ii) any third party claim arising from the performance of services hereunder by GeoStrata, LLC, its agents or subcontractors, to the extent the liability and costs exceed the relevant amount of GeoStata LLC's liability specified in sections 2.2-2.6 above and does not result solely from the negligence or willful misconduct of GeoStrata, LLC, its agents or subcontractors.
- 2.7 In the event the Client makes a claim against GeoStrata, LLC, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorneys fees, incurred by GeoStrata, LLC in defending itself against the claim.
- 2.8 Notice *Lis pendens* – in order to secure payment, GeoStrata LLC may file a notice of *Lis pendens* or in the event of delinquent payment perfect a lien on the property for which their services are performed.

AUTHORIZATION TO PROCEED AND ACCEPTANCE OF GENERAL CONDITIONS

The undersigned, as an authorized representative of Cottonwood Heights City agrees to the scope of work and general conditions offered, and authorizes GeoStrata, LLC to proceed with Professional Consulting within and for Cottonwood Heights City, Utah.

Authorized Signature

GeoStrata, LLC Representative

Printed Name, Title

Printed Name, Title

Date

Date