

AGREEMENT

Between the

TAYLOR-WEST WEBER WATER IMPROVEMENT DISTRICT

and

<STAGECOACH ENTITY> AND <WINSTON PARK ENTITY>

for

PAYMENT FOR INSTALLATION OF CULINARY WATER FACILITIES ALONG 1800 SOUTH STREET BETWEEN APPROXIMATELY 3992 WEST AND 3500 WEST

WHEREAS <Stagecoach Entity> ("Stagecoach") and <Winston Park Entity> ("Winston Park") own real property in the 3500 West block of 1800 South Street in Weber County Utah, and

WHEREAS Stagecoach desires to improve and subdivide its subject property as Stagecoach Estates Subdivision for sale as residential lots, and

WHEREAS Winston Park desires to improve and subdivide its subject property as Winston Park Subdivision for sale as residential lots, and

WHEREAS the Taylor-West Weber Water Improvement District (the "District") is a political subdivision of the State of Utah and will provide culinary water service to Stagecoach Estates and Winston Park Subdivisions, and

WHEREAS the District has authority to establish policies regarding installation of culinary water facilities and service of culinary water to customers within its boundaries, and

WHEREAS the District has established a policy to require all entities subdividing property and requesting culinary service within the District to install a culinary water main line fronting said property to a minimum 8" diameter water main line if a culinary water main line does not exist along the subject frontage, or upgrade the culinary water main line to a minimum 8" diameter culinary water main line if one exists that is smaller than 8" diameter, and

WHEREAS Stagecoach and Winston Park, as a condition of culinary water service by the Taylor-West Weber Water Improvement District will be required to pay for the installation of an 8" culinary water main line along their respective frontages, and

WHEREAS Stagecoach Estates and Winston Park Subdivisions are on opposite sides of 1800 South Street and have some frontage in common, and

WHEREAS the District has established a Master Plan indicating the preferred locations and diameters of culinary water main lines within the District for future conditions, and

WHEREAS the preferred culinary water main line diameter in the 3500 West block of 1800 South Street for future conditions is 12" diameter, and

WHEREAS the District has offered to pay for the marginal additional cost of installing 12" diameter culinary water main line facilities beyond the cost of the 8" facilities required of Winston Park and Stagecoach, respectively, and

WHEREAS it does not appear likely that there will be any land development along the 1800 South Street right-of-way between the eastern terminus of an existing 12" diameter culinary water main line at approximately 3992 West and the western frontage of the Stagecoach property, and

WHEREAS the District desires to pay the entire cost of installing 12" diameter culinary water main line for a certain distance between the west end of the Stagecoach property and the eastern terminus of the existing 12" diameter culinary water main line in the 1800 South Street right-of-way at approximately 3992 West, and

WHEREAS the District has solicited and received competitive bids from three qualified contractors for the installation of 8" and 12" culinary water main lines between approximately 3992 West and 3500 West to determine proportionate costs, and

WHEREAS the District, Stagecoach and Winston Park are willing to enter into a cost sharing agreement whereby each party will pay the proportionate share of costs for which each is liable for the installation of 12" diameter culinary water main and facilities, and

WHEREAS the District, Stagecoach and Winston Park were each present when the competitive bids were received, opened and publicly read on May 19, 2021 at the District's office in West Haven, Utah, and

WHEREAS the proportionate costs of installing a 12" diameter culinary water main line and appurtenant items determined by analysis of the lowest received bid, and

WHEREAS such analysis is attached hereto and summarized as follows: District: 39.7%; Stagecoach: 24.3%; Winston: 35.9%.

THEREFORE, the District, Stagecoach and Winston Park agree to retain the Low Bidder to install the subject 12" culinary water main line and appurtenant items through means of a contract between the Low Bidder and the District, and

FURTHER AGREE that upon completion and satisfactory test results as prescribed in the District's Standard Specifications for the portion of work for which payment is requested by the Low Bidder, the District will pay the Low Bidder for such invoiced work, in accordance with the terms of the contract between the District and the Low Bidder, and

FURTHER AGREE that Stagecoach and Winston Park, upon receipt of request for such, will pay to the District their proportionate share of costs for the project, and

FURTHER AGREE that Stagecoach and Winston Park will each separately remit payment to the District for the full amount requested of each party within 60 calendar days of receipt of request for payment, and

FURTHER AGREE that the proportionate share of costs will remain fixed at the percentage determined in the analysis attached hereto, notwithstanding certain aspects of the subject

culinary water main line design may change after the opening of the bids used to determine the proportionate share of costs, and

FURTHER AGREE that if one or more of the three entities that are party to this AGREEMENT feel that subsequent design changes warrant reanalysis of the proportionate share of costs, said party will, at their own initiative and expense prepare a new proportionate share analysis, which shall compare the initial bid and invoicing from the Low Bidder, and

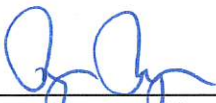
FURTHER AGREE that if the new analysis results in a shift of proportionate cost share to any one of the parties to this AGREEMENT by more than 5.0%, the new proportionate share analysis will be presented to the other parties of the AGREEMENT for their good faith review, and

FURTHER AGREE that if each party to the AGREEMENT concurs with the new analysis and notifies the District in writing of such concurrence, the District will recalculate the dollar amounts due to it from Stagecoach and Winston Park based on the new proportionate share analysis percentages, and

FURTHER AGREE that each party will then remit to the District such amount as determined by the new proportionate share analysis within 60 days of the District's request for such, and

FURTHER AGREE that if each party to this AGREEMENT does not notify the District of its concurrence with the new proportionate share analysis within 20 calendar days, the proportionate share analysis attached hereto shall stand and payments as requested by the District will be due on the schedule arising from the District's original request for payment.

IN WITNESS THEREOF, the authorized person of the District, Stagecoach and Winston each have signed and dated below:



\_\_\_\_\_  
Ryan Rogers, Manager and Procurement Officer  
Taylor-West Weber Water Improvement District

8-3-21

\_\_\_\_\_  
Date



\_\_\_\_\_  
Name and Title, Authorized person, <Stagecoach entity>  
Developer

8-3-21

\_\_\_\_\_  
Date



\_\_\_\_\_  
Name and Title, Authorized person, <Winston Park entity>  
Developer

8-3-21

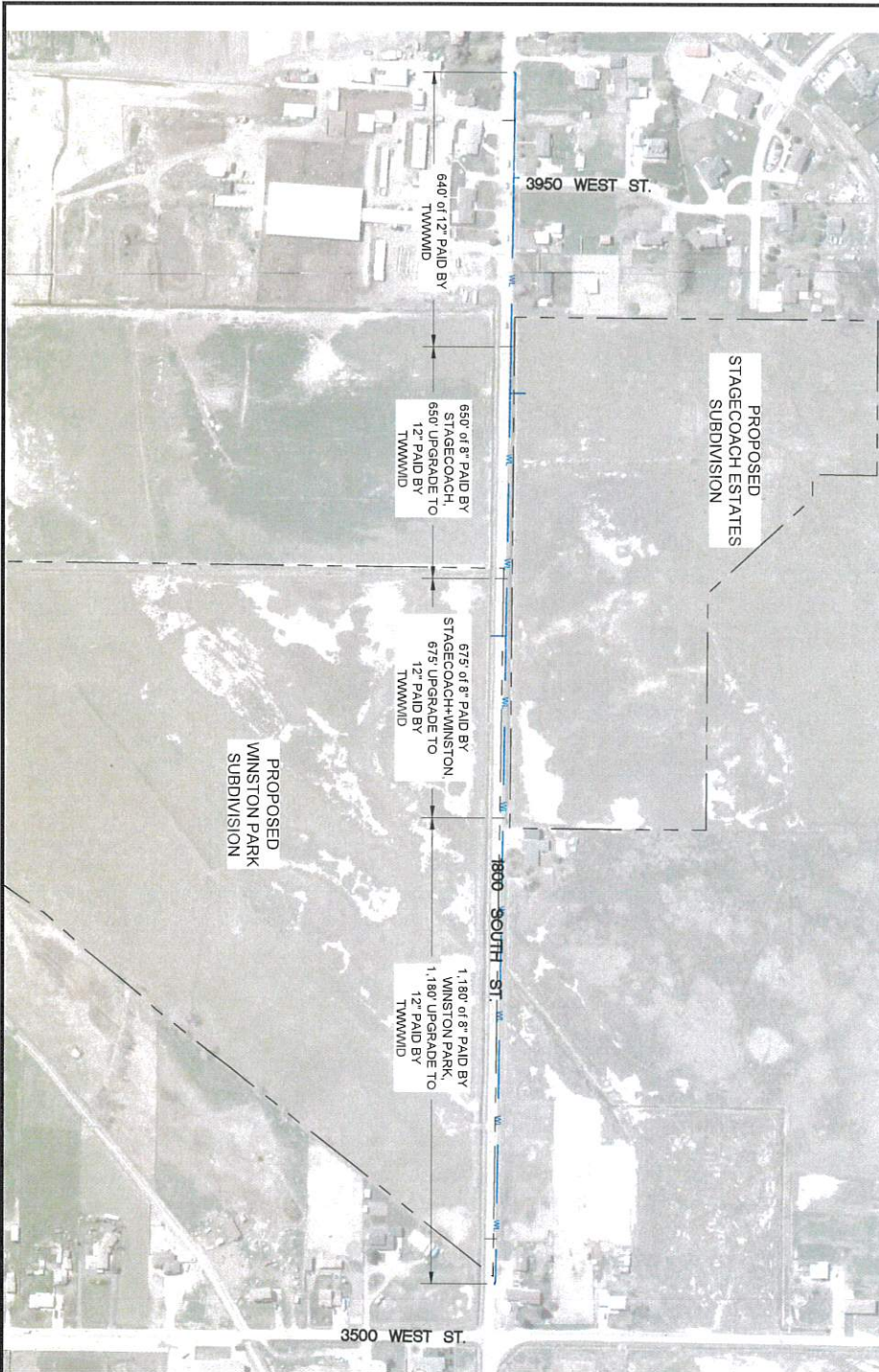
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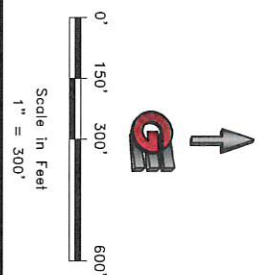
Taylor-West Weber Water Improvement District 1800 South Waterline  
 3992 West to 3500 West proportionate share cost analysis

Taylor West Weber Water 1800 South 12"			Wind River (Low Bidder)	
Description	QTY	Unit of Measure	Unit Cost	Total
<b>TWWWID</b>				
Reconnect Services	7	EA	\$1,200.00	\$8,400.00
12" C900 DR18	851	LF	\$43.00	\$36,593.00
12" Gate Valves	2	EA	\$2,200.00	\$4,400.00
Chlorinate and Test	1	EA	\$1,500.00	\$1,500.00
Bedding Sand & Export	438	TON	\$16.00	\$7,008.00
New Service	1	EA	\$1,200.00	\$1,200.00
Tie into Existing 6" with 12" x6"	1	EA	\$2,500.00	\$2,500.00
Subtotal				\$61,601.00
<b>Winston Park</b>				
12" Tee and Thrust Block	1	EA	\$1,500.00	\$1,500.00
12" C900 DR18	1,195	LF	\$43.00	\$51,385.00
12" Gate Valve	2	EA	\$2,200.00	\$4,400.00
Chlorinate and Test	1	EA	\$1,500.00	\$1,500.00
Bedding Sand & Export	637	TON	\$16.00	\$10,192.00
Subtotal (8") and 12"			(\$59,025.00)	\$68,977.00
<b>Stagecoach &amp; Winston Park</b>				
12" C900 DR18	656	LF	\$43.00	\$28,208.00
Bedding and Sand	349	EA	\$16.00	\$5,584.00
Chlorinate and Test	1	EA	\$1,500.00	\$1,500.00
Subtotal (8") and 12"			(\$30,044.00)	\$35,292.00
<b>Stagecoach</b>				
12" Tee and Thrust Block	1	EA	\$1,500.00	\$1,500.00
12" C900 DR18	638	LF	\$43.00	\$27,434.00
12" Gate Valve	2	EA	\$2,200.00	\$4,400.00
Bedding Sand & Export	340	EA	\$16.00	\$5,440.00
Chlorinate and Test	1	TON	\$1,500.00	\$1,500.00
Subtotal (8") and 12"			(\$35,170.00)	\$40,274.00
<b>TOTAL</b>				\$206,144.00





**12 INCH WATERLINE  
TAYLOR-WEST WEBER W.I.D.  
3992 W TO 3500 W**



**DEVELOPER:**  
TAYLOR-WEST WEBER  
WATER IMPROVEMENT DISTRICT  
2815 WEST 3500 SOUTH  
WEST HAVEN, UTAH 84401  
801.731.1668

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**GARDNER ENGINEERING**  
CIVIL • LAND PLANNING  
MUNICIPAL • LAND SURVEYING  
5150 SOUTH 375 EAST OGDEN, UT  
OFFICE: 801.476.0202 FAX: 801.476.0066

**12 INCH WATERLINE  
TAYLOR-WEST WEBER W.I.D.  
3992 W TO 3500 W  
TAYLOR, WEBER COUNTY, UTAH**

Revisions	
Date	Description

Date: 6/11/2021  
Scale: 1" = 300'  
Designed: DLW  
Drafted: BD  
Checked: MDD