

**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
MAY 22, 2014, 4:00 P.M.  
ADMINISTRATIVE CONFERENCE ROOM**

**PRESENT:**

**Mayor Jon Pike  
Councilmember Gil Almquist  
Councilmember Jimmie Hughes  
Councilmember Michele Randall  
Councilmember Joe Bowcutt  
Councilmember Bette Arial  
City Manager Gary Esplin  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez**

**OPENING:**

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Hughes and the invocation was offered by Councilmember Bowcutt.

**LEASE AGREEMENT:**

**Consider approval of a lease agreement with the St. George Musical Theater for the use of the Opera House.**

City Attorney Shawn Guzman advised that the lease agreement is for a total of five years, two years with three one-year lease extensions. The St. George Musical Theater will lease the Opera House for a \$1.00 per year, plus \$1.00 for each ticket sold. The City has agreed to provide risers, lights and sound. At the end of the two years, the utilities will be evaluated and calculate the cost of the utilities between the two parties. They will have their own liability insurance. The City will have the right to use the building, coordinating the schedule with the Musical Theater. No storage will be allowed outside.

Bruce Bennett stated the storage will either be in the theater or in a warehouse that they currently rent.

City Attorney Shawn Guzman stated that nothing will be allowed to be done outside the building including building sets.

Mr. Bennett stated that the first production, The Sound of Music, begins September 4, 2014. They will have a special Disney oriented show in July.

Leisure Services Director Kent Perkins explained the only thing that has not been worked out is the signage.

Mr. Bennett stated that he would like to have the productions advertised in City publications. Tickets can be purchased at [sgmusicaltheater.com](http://sgmusicaltheater.com). Their goal is to seat 170-180 people at each show.

**MOTION:** A motion was made by Councilmember Randall to approve the lease agreement with the St. George Musical Theater for the use of the Opera House.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**ENGINEERING SERVICES AGREEMENT:**

**Consider approval of an engineering services agreement with Alpha Engineering for the design and construction management of the Stone Cliff Tank.**

City Manager Gary Esplin advised that this item was tabled at the last City Council meeting. He recommends the agreement with Alpha Engineering in the amount of \$29,866 for design and \$12,696 for construction management for a total of \$42,565.

Councilmember Almquist inquired if this tank can serve as a feeder tank to other tanks.

City Manager Gary Esplin replied no, the tank will only provide a small amount of system storage. It may help for fire protection. He stated that he met with Kay Traveller on the location for the tank.

**MOTION:** A motion was made by Councilmember Bowcutt to approve the engineering services agreement with Alpha Engineering for the design and construction management of the Stone Cliff Tank for \$42,565.

**SECOND:** The motion was seconded by Councilmember Randall.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**COST SHARING AGREEMENT:**

**Consider approval of the Stone Cliff Tank cost sharing agreement.**

City Manager Gary Esplin advised the request is a cost sharing agreement with Traveller Stone Cliff LC. The issue in that area is the water pressure and the amount of water that is being used. Staff has been working with Mr. Traveller on a compromise to help with this issue. Mr. Traveller has agreed to pay half the cost of the new 300,000 gallon tank. The cost of the tank is approximately \$300,000. One of Mr. Traveller's concerns was that per the agreement, the City would cover the entire cost of the tank and Mr. Traveller would have 18 months to reimburse the City as the lots are developed. At the end of the agreement, he would owe the City any unpaid balance. Mr. Traveller has asked to extend that to 24 months.

Water Services Director Scott Taylor clarified that the agreement states that the recapture period will actually be 30 months.

City Manager Gary Esplin explained that another issue Mr. Traveller had was the cost of the pump. Because of the cost of needing a pump station, he agreed under a previous contract to pay a certain fee covering the increased power cost due to the need for a pump to provide water service. This portion that will be taken out of this agreement and addressed in another agreement.

**MOTION:** A motion was made by Councilmember Hughes to approve the cost sharing agreement for the Stone Cliff Tank.

**SECOND:** The motion was seconded by Councilmember Bowcutt.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**BUILDING DESIGN CONCEPTUAL SITE PLAN:**

**Consider approval of a building design conceptual site plan for Fiesta Fun.**

City Manager Gary Esplin advised this item was tabled from last meeting because of the access road. He met with the owners and spoke with Craig Hammer to work out the road issues. The owners have agreed to pay their share. The proposal is for staff to design and build a 30-foot wide road with curb and gutter.

Councilmember Bowcutt stated that he is concerned with going over the easement as well as the fact that there will be no connection to 900 South.

City Manager Gary Esplin stated that if the road were to go to 900 South, school kids would be going through the neighborhoods. Additionally, if there is a connection, it would go right through Snow Park. The School District would like to have the road done by August 1<sup>st</sup>.

**MOTION:** A motion was made by Councilmember Arial to approve the building design conceptual site plan for Fiesta Fun with the access agreement plans that have been worked out.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Almquist- aye  
Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

The vote was unanimous and the motion carried.

**PRESENTATION FROM THE FIRE DEPARTMENT:**

Fire Chief Robert Stoker stated that their budget is similar as it was in previous years. They have seen an increase in fuel, fleet maintenance and office supplies. Although it was not recommended by the City Manager, he requested new equipment and two additional Battalion Chief positions. Currently, they have 32 Full-Time employees and 77 Reserve Fire

Fighter positions. Capital outlays include concrete repairs at a number of stations, parking lot maintenance, turn out gear and replacement of air cylinders.

City Manager Gary Esplin stated he understands the concept of having the additional Battalion Chief positions, however he chose not to fund them in this budget. The department is in need of a new ladder truck. In the near future, a new station will be needed in the Little Valley area. He explained that in order to be considered for a Full-Time position, the individual has to be an active Reserve Fire Fighter.

**PRESENTATION FROM THE WATER DEPARTMENT:**

Water Services Director Scott Taylor stated they have 87 employees in all water divisions. Their capital outlays include new heavy equipment, water tanks and spare casings for the Mall Drive Bridge. They will be in the red this year. Looking at a 5-year plan, at the rate they are going in Water Distribution, they will see approximately an \$8.5 million deficit. Of their budget, approximately 45% of the expenses are fixed costs and 30% is for the purchase of water. Looking at the deficit they are faced with, he is proposing a 2-phase rate increase. This year, he proposes a 10% increase to the base rate. For a typical user, they will see an increase of approximately \$2.25 per month on their monthly water bill. In the future, the City may have to look at increasing the usage rate. With regard to Wastewater, he also did a 5-year projection. Over the 5-year period, Wastewater Collections will see approximately a \$1.5 deficit; however, Wastewater Treatment will be ahead by \$1.5 million. He does not see a need for a rate increase. Even with the proposed 10% increase, St. George charges less than most cities in the state. Wastewater Collections have minimal capital outlays. With regards to Wastewater Treatment, capital outlays include the replacement of centrifuge number 2. The EPA is giving each treatment plant three years to show whether or not they can comply with removing nutrients. There are two off ramps to receive a waiver to exempt the City from the new rule. Staff has come up with ways to comply with the new standards that will save the City a considerable amount of money.

**PRESENTATION FROM THE COMMUNITY DEVELOPMENT DEPARTMENT:**

Community Development Director Matt Loo stated that the Public Works Department has absorbed new development and that the golf courses report to him. Additionally, he will deal with affordable or transitional housing. The golf courses will take over running the pro shops and concessions.

Director of Golf Operations Colby Cowan explained that several agencies got together and performed an environmental impact study. Golf brings in over \$800 million into the Utah economy and 6,900 jobs. He mentioned that Governor Herbert declared May as Golf Month in Utah.

City Manager Gary Esplin provided an update on the transition in the Golf Division, which will take effect July 1, 2014. He stated that Golf Course Maintenance Manager Jerome Jones will be retiring June 20, 2014. His recommendation is to restructure the maintenance staff rather than replacing the position.

Mr. Loo stated that staff will be concentrating on business retention, therefore, business licensing will move into his department. He updated the Councilmembers on the St. George Resource Center. Carol Hollowell was hired as the Executive Director of the Resource Center and will start June 2, 2014. The Southern Utah Home Builder's Association has committed to donating all labor hours to remodel the facility. He and Ms. Hollowell met with the Utah Food Bank to coordinate efforts. The goal is to have the food pantry open 6 days a week. All entities involved with the Local Homeless Coordinating Council will either be stationed at, or will have satellite offices in the center. He mentioned that several donations and grants

are in the works. The center will have 64 beds with the ability to have an overflow. His hope is to open the facility by July, 2014.

City Manager Gary Esplin stated that it would be nice to create a park in the back of the building. Additionally, with the St. George Housing Authority, there is an opportunity to step up with assisting people that are currently in section 8 housing.

**PRESENTATION FROM THE PUBLIC WORKS DEPARTMENT:**

Public Works Director Cameron Cutler updated the Councilmembers on the reorganization in the Public Works Department, the Mall Drive Bridge project and the round-a-bouts. Some items in next year's budget include three traffic signals, the Canyon View Drive realignment and the Commerce Drive/Ft. Pierce Wash crossing. The next big item that will be addressed is River Road.

City Manager Gary Esplin advised that there may be funds available to improve portions River Road if the old Airport is closed out. He recommends finishing 3000 East in front of the park.

Mayor Pike called for a recess so that he and the Councilmembers could attend the "Bike In" Event at Ancestor Square.

**PRESENTATION FROM THE LEISURE SERVICES DEPARTMENT:**

Leisure Services Director Kent Perkins provided the Councilmembers with an update on the East Annex building. The proposed name of the building is City Commons.

The consensus of the Councilmembers is to rename the building City Commons.

Councilmember Arial stated that the Arts Commission would like to name the art exhibit at the East Annex the Red Cliff Gallery.

The consensus of the Councilmembers is to name the art gallery the Red Cliff Gallery.

Mr. Perkins provided updates on the Recreation Center renovation, the All Abilities Park, Hela Seegmiller Historic Farm, Tonaquint Cemetery Cremation Gardens and the Electric Theater.

City Manager Gary Esplin explained there are issues at the Electric Theater with regard to the sidewalk and ADA requirements. Additionally, there are issues with regards to parking.

Mr. Perkins provided updates on grants that have been applied for. He mentioned that the National Parks and Recreation Association has selected the City as a finalist for their Gold Medal Award, the national gold medal for excellence in parks and recreation. The winner will be announced in October. Current projects include St. James Park and the trail system, the Webb Hill Trailhead, Silkwood Park, Royal Oaks Park, the Sand Hollow Wash Trail, the Pioneer Park restroom, the Red Hills Garden and Christensen Park. Next fiscal year he will come back with a proposal for the Arts District. Challenges for his department include putting a floor in the old airport hangar so that it can be used as a recreation facility and the lights at the Canyons Complex. His budget request includes proposed increases for Cemetery fees, Marathon entrance fees, race entrance fees and Tonaquint Nature Center programs.

**PRESENTATION FROM THE LEGAL DEPARTMENT:**

City Attorney Shawn Guzman advised his budget has increased since slightly due to the increase of healthcare costs and retirement. He requested a part time attorney position.

**REPORT FROM COUNCILMEMBERS:**

Councilmember Almquist stated that he received a call from the owner of the old Dixie Eye Center who would like to cut down their street trees just as the Abbey Inn did. He then left the meeting.

Councilmember Randall mentioned the new art permanent collection storage system. She stated that the Veteran's Council attended training at the Police Department.

Councilmember Arial mentioned the quagga mussels that have invaded Lake Powell.

Councilmember Hughes mentioned that the Animal Shelter Board would like to hold a grand opening at the Animal Shelter on Saturday, June 21, 2014.

**ADJOURN:**

**MOTION:** A motion was made by Councilmember Randall to adjourn.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor Pike called for a vote, as follows:

Councilmember Hughes - aye  
Councilmember Randall - aye  
Councilmember Bowcutt - aye  
Councilmember Arial - aye

**DRAFT**

Agenda Item Number :

## Request For Council Action

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**Date Submitted** 2014-05-16 11:09:35**Applicant** St. George Musical Theater**Quick Title** Lease of City Opera House to St. George Musical Theater**Subject** A proposed Lease Agreement between the City and St. George Musical Theater for the City Opera House property.**Discussion** St. George Musical Theater (SGMT), a non profit company, proposes to lease the City Opera House property in order to produce musical theater performances for the public in the City and surrounding areas. It is a two-year lease, with three (one-year) options to renew, for a possible total of five years. Lease payments are based on ticket sales, \$1.00 per ticket sold will be paid by SGMT to the City. After the initial two-year term, SGMT also will pay utility costs at an amount to be determined.**Cost** \$0.00**City Manager  
Recommendation****Action Taken****Requested by** Victoria Hales, Lega**File Attachments****Approved by Legal  
Department?****Approved in Budget? Amount:****Additional Comments**

**DRAFT**

Agenda Item Number :

## Request For Council Action

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**Date Submitted** 2014-05-07 08:17:17

**Applicant** Water Services Dept

**Quick Title** Stone Cliffs Tank Engineering Services Agreement

**Subject** Consider Approval of Engineering Services for the design and construction management of the Stone Cliff Tank

**Discussion** The Engineering Services Agreement between the City and Alpha Engineering is for the design and construction of the Stone Cliffs Tank. The tank will be bid as a concrete tank with a steel tank alternative. Engineering fee for the design is \$29,866. Engineering fee for the construction management is \$12,696.

**Cost** \$42,565

**City Manager Recommendation** This new tank will help with the water supply and pressure issues on Stone Cliff. Recommend approval.

**Action Taken** tabled

**Requested by** Scott Taylor

**File Attachments** [Proposal for Stone Cliff Water Tank 1-16-2014.pdf](#)

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

**Attachments** [Proposal for Stone Cliff Water Tank 1-16-2014.pdf](#)



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St George, Utah 84770 F 435.628.6553

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January 16, 2014

City of St. George  
Attn: Mr. Scott Taylor, P.E.  
811 East Red Hills Parkway  
St. George, Utah 84770

**Re: Stone Cliff Water Tank**

Dear Scott,

We appreciate the opportunity to submit this proposal to provide civil engineering services for the above mentioned project. It is our understanding the proposed project will consist of the design and construction management of a 300,000 gallon reinforced concrete water tank with associated piping and appurtenances located within the Stone Cliff Development. In addition we understand the existing pump station will need to be relocated to a lower elevation to fully utilize the tank.

Outlined on the following pages is our proposed scope of work to provide professional civil engineering services and the associated costs (Exhibit A). We have estimated the total improvement costs including engineering are \$350,000 (See Attached).

We appreciate the opportunity to work with you on this project. Please let us know if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Kade Bringhurst", is written over a light blue horizontal line.

Kade Bringhurst, P.E.  
Alpha Engineering Company

## EXHIBIT A - SCOPE OF WORK CITY OF ST. GEORGE - STONE CLIFF WATER TANK

### ARTICLE 1

#### DESIGN ENGINEERING SCOPE OF WORK

The general extent of design engineering work to be performed is outlined as follows:

- 1.1 Topographic and Right of Way Survey.** The ENGINEER will complete a topographic and boundary survey of the tank site. This will include locating the floor and lid of the existing water tank and pump station and adjacent curbing and connection points. The ENGINEER will also plot the road dedication and property ownership for the project.
- 1.2 Preliminary Design.** The ENGINEER will utilize the topographic survey completed in task 1.1 to develop preliminary drawings and cross sections of the tank and site. The ENGINEER will coordinate with the water department to pothole and locate the existing connection points within the site to assist in the vertical design of the connection points. We understand the City will assist with the potholing.
- 1.3 Geotechnical Report.** The ENGINEER will coordinate with Landmark Testing and Engineering to prepare a geotechnical report for the project. The geotechnical report will make recommendations for subgrade preparation and treatment. In addition, the report will address excavation requirements, suitability and use of on-site materials and recommended compaction requirements.
- 1.4 Construction Plans and Specifications.** Final construction plans and specifications will be prepared for the tank including cross sections, grading plans, structural details, piping plan, and utility relocations with appropriate details. The drawings will also include relocation of the existing pump station and connection details. The plans and specifications will be submitted to the OWNER for review.
- 1.5 Make Revisions/Additions.** After receiving comments from the City of St. George, the construction drawings, Engineer's estimate, and contract documents will be revised accordingly.
- 1.6 Assemble Bid Package.** The revised construction drawings, Engineer's estimate, and contract documents will be assembled and submitted to the City of St. George for final review and approval. Upon receiving final approval of the plans and specifications, the Bid package will be put together for bidding the project.

## ARTICLE II

### CONSTRUCTION ENGINEERING SCOPE OF WORK

The general extent of construction engineering work to be performed is outlined as follows:

- 2.1 Bid Advertisement.** The ENGINEER will prepare for the OWNER an advertisement for bids for the water tank and associated piping and pump station relocation. The ENGINEER will also provide copies of the drawings, specifications, and contract documents required by prospective bidders, material suppliers, and other interested parties, but may charge for the actual cost of such copies.
- 2.2 Pre-Bid Meeting.** The ENGINEER will invite all potential bidders and conduct a pre-bid meeting. Elements of the contract will be discussed and presented to potential bidders to aid them in preparation of their bids.
- 2.3 Bid Opening.** The ENGINEER will attend the bid opening and tabulate the bid proposals and shall make an analysis of the bids and make recommendations for awarding contracts for construction.
- 2.4 Contract Award.** Upon award of the Contract, the ENGINEER will furnish to the OWNER, five (5) sets of contract plans and specifications for execution of the contract.
- 2.5 Preconstruction Conference.** The ENGINEER shall provide notification for and conduct a Preconstruction Conference for the project prior to beginning work. Invitations to the Preconstruction Conference shall be issued to the OWNER, Contractor, and others having specific interest in the project.
- 2.6 Construction Staking.** The ENGINEER will provide construction staking for the project including water tank, pump station location as well as critical connection points for piping.
- 2.7 Contractor Partial Payments.** The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit the same to the OWNER for payment.
- 2.8 Construction Observation & Testing.** The ENGINEER will provide part time observation of the work to ascertain satisfactory completion of work performed. In addition, periodic testing including proctors to determine optimum density, density tests, gradations, and concrete testing will be performed. The ENGINEER does not guarantee the performance of the Contractor(s) by the ENGINEER's performance of said periodic construction observations. The ENGINEER's undertaking hereunder shall not relieve the Contractor of the obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. We understand the OWNER will provide inspectors to insure performance of the contractors.

- 2.9 Substantial Completion.** The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of satisfactory completion to and obtain the written acceptance of the facility from the OWNER.
- 2.10 Record Drawings.** The ENGINEER will provide the OWNER with one set of reproducible record drawings and two sets of prints to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction and reviewed by the ENGINEER and from the ENGINEER's construction data.

### ARTICLE III

#### BASIS OF COMPENSATION

The OWNER agrees to pay compensation to the ENGINEER for work performed on the project as specified below:

- 3.1 Design Fee.** For all design engineering services as outlined in Article 1, "Design Engineering Scope of Work", the ENGINEER shall be compensated the fixed fee of: Twenty Nine Thousand Eight Hundred Sixty Six dollars, \$29,866.00 The design fee has been broken down for the different aspects of the project as follows:

**Design:**

3.1.1	Topographic and Right-of-Way Survey .....	\$1,087.00
3.1.2	Preliminary Design .....	\$5,794.00
3.1.3	Geotechnical Report .....	\$1,333.00
3.1.4	Construction Plans & Specifications .....	\$12,434.00
3.1.5	Make Revisions/Additions .....	\$4,344.00
3.1.6	Assemble Bid Package .....	<u>\$4,874.00</u>
	Total Design	<b>\$29,866.00</b>

- 3.2 Construction Engineering Fee.** For all construction engineering services as outlined in Article 2, "Construction Engineering Scope of Work", the ENGINEER shall be paid on an hourly rate basis in accordance with our *Standard Rate Schedule* (Attachment "A"). The following amounts are estimated assuming a 12-week (5 days/week for 3 months) construction period with part time construction observation.

**Construction Management**

<b>Item</b>	<b>Rate</b>	<b>Quantity</b>	<b>Cost</b>
Principal Engineer, P.E. (1 hr/wk)	\$132	12	\$1,584.00
Project Engineer II, P.E. (1 hr/wk)	\$89	12	\$1,068.00
Project Engineer I, P.E. (5 hrs/wk)	\$83	60	\$4,980.00
Land Surveyor, L.S.	\$92	3	\$ 276.00
Survey Crew Chief w/ GPS (3 trips)	\$101	16	\$1,616.00
Design Technician (Record Drawings)	\$58.00	4	\$232.00
Field Materials Testing (Landmark Testing)	\$2,640	1	\$2,640.00
Direct Costs	\$300	1	\$300.00
<b>Total Estimated Construction Management</b>			<b>\$12,696.00</b>

**3.3 Additional Services.** Additional work and reproduction expenses will be invoiced per our *Standard Rate Schedule* (Attachment "A"). No extra work will be performed without the consent of the OWNER.

## ATTACHMENT "A"

### ENGINEERING SERVICES AGREEMENT BETWEEN CLIENT AND ENGINEER

- A. **CONDITIONS OF AGREEMENT:** This Agreement expires if not signed and the stipulated retainer paid within thirty days from the Agreement date. An increase in fees will be negotiated if notice to proceed is not given on all items within 180 days of the Agreement date.
- B. **AUTHORIZATION TO PROCEED:** Execution of this Agreement by Client will be authorization for Alpha Engineering Company to proceed with the work unless otherwise provided for in this Agreement.
- C. **SERVICES OFFERED:** This Agreement does not include a hydrology study, traffic study, environmental study, cultural study, NPDES, tortoise survey, landscape plans, irrigation plans, site lighting plans, electrical load calculations, record drawings, ALTA, inspection, or testing unless specifically addressed in the Agreement or any other service not specifically addressed. The improvement plans will be limited to areas within the project boundary. The project will be designed as a single phase unless stated otherwise.
- D. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, are prepared by the Engineer as instruments of service and shall remain the property of the Engineer. Photocopies and blueprints may be purchased and will be made available within a reasonable amount of time upon request by the Client.
- E. **RESPONSIBILITY OF CLIENT:** The Client shall be responsible to provide the Engineer with all information in his possession pertinent to our completion of this project. Client will designate a representative to review and approve documents submitted by Alpha Engineering Company. The representative shall be empowered to render decisions and provide information in a timely manner that will not delay the orderly progress of the work. Alpha Engineering is entitled to rely upon the information, decisions and approvals furnished by Client's representative.
- F. **COST OPINIONS:** Any cost opinions or project economic evaluations provided by Alpha Engineering Company will be on a basis of experience and judgement, but, since Alpha Engineering Company has no control over market conditions or bidding procedures, Alpha Engineering Company cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.
- G. **STANDARD OF CARE:** The standard of care applicable to Alpha Engineering Company's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time Alpha Engineering Company's services are performed.
- H. **ASBESTOS OR HAZARDOUS SUBSTANCES:** To the maximum extent permitted by law, Client will indemnify Alpha Engineering Company from all claims, damages, losses, and costs, including litigation expenses and attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the project.
- I. **LIMITATION OF LIABILITY:** To the maximum extent permitted by law, Client agrees to limit the Engineer's liability to the Client and to all construction contractors and subcontractors on the project, due to the Engineer's negligent acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000.00 or the Engineer's total fee for services rendered on the project, whichever is greater. Client acknowledges that Alpha Engineering Company has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation. The Engineer will not be liable for consequential damages of any kind, nature, or description.
- J. **INTERPRETATION:** The limitations of liability and indemnities will apply whether Alpha Engineering Company's liability arises under breach of contract or warranty; tort, including negligence; strict liability; or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitations of liability or sole negligence for indemnification. Said limitations shall apply to Alpha Engineering Company's officers, affiliated corporations, employees, and subcontractors.
- K. **UTAH LAW:** The laws of the State of Utah shall govern any litigation, controversy or adversary proceeding.
- L. **SEVERABILITY AND SURVIVAL:** If any provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability indemnities, and other express representations shall survive termination of this Agreement for any cause.
- M. **PAYMENT:** Progress payments shall be made in proportion to services performed. All payments shall be due within 30 days of the Engineer's submittal of his invoice. Any invoiced amounts not paid within 30 days from date of presentation of the invoice shall commence to bear an interest of 18% per annum. Alpha Engineering Company is entitled to suspend the performance of any and all obligations under this agreement if payment is not received within 30 days from Engineer's submittal of invoice. If the amount is not paid and must be placed into the hands of a collector or attorney, additional charges will be due for the cost of collection, interest costs, and reasonable attorney's fees.
- N. **COSTS:** The Client will pay the costs of all fees related to this project including checking, inspection, zoning, annexation, applications, assessments, permits, bond premiums, title company charges, utility design charges, and all other charges not specifically covered under terms of this contract. Additional work and reproduction expenses will be invoiced per our Standard Rate Schedule. Prices for construction staking (if offered) are for one time staking only. Replacement stakes will be provided at our standard hourly rates. Should any proceedings be brought against the Engineer because of any failure or alleged failure to perform, error, omission, or negligence and if not successfully prosecuted, client agrees to pay the Engineer any and all costs of defense.

# CITY OF ST. GEORGE

## STONECLIFF WATER TANK

### Engineer's Preliminary Opinion of Probable Cost

January 15, 2014

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE Dollars & Cents	ITEM PRICE Dollars & Cents
1	Mobilization	1	L.S.	\$18,200.00	\$18,200.00
2	300,000 Gallon Reinforced Water Tank	1	L.S.	\$225,000.00	\$225,000.00
3	Earthwork	1	L.S.	\$30,000.00	\$30,000.00
4	Piping and Valves	1	L.S.	\$25,000.00	\$25,000.00
5	Move Existing Pump Station (piping, electrical, foundation)	1	L.S.	\$20,000.00	\$20,000.00
6	Realign Chain Link Fencing	100	L.F.	\$20.00	\$2,000.00
TOTAL OF BID SCHEDULE					\$320,200.00
ENGINEERING					\$29,866.00
TOTAL ESTIMATED BASE BID COST					\$350,066.00

**DRAFT**

Agenda Item Number :

**Request For Council Action**

<b>Date Submitted</b>	2014-05-07 08:11:46
<b>Applicant</b>	Water Services Dept
<b>Quick Title</b>	Stone Cliff Tank Cost Sharing Agreement
<b>Subject</b>	Consider Approval of the Stone Cliff Tank Cost Sharing Agreement
<b>Discussion</b>	An additional 300,000 gallons of culinary water storage is required for the remaining properties that will be included and developed as part of the Stone Cliff development. The developer has agreed to pay one-half the cost of the new tank. The new tank is estimated to cost \$300,000.
<b>Cost</b>	\$300,000
<b>City Manager Recommendation</b>	This agreement is between the developer of Stone Cliff and the City for a new storage tank to allow additional homes in this area. 50/50 cost sharing is proposed.
<b>Action Taken</b>	tabled
<b>Requested by</b>	Scott Taylor
<b>File Attachments</b>	<u><a href="#">Traveller improvement and cost sharing agreement v2ph-st.docx</a></u>
<b>Approved by Legal Department?</b>	
<b>Approved in Budget?</b>	<b>Amount:</b>
<b>Additional Comments</b>	
<b>Attachments</b>	<u><a href="#">Traveller improvement and cost sharing agreement v2ph-st.docx</a></u>