

**NOTICE OF REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Hall located at 61 South Main Street, St. George, Utah, on Thursday, January 8, 2026, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

- 1. Mayor's recognitions, proclamations, and updates.**
- 2. Comments from the public.**

The Open Comment Period provides an opportunity for residents to share ideas, concerns, and feedback with the Mayor and City Council on matters related to City business.

The Mayor and City Council strongly encourage public participation and value hearing from the community. Community feedback plays an important role in shaping priorities, informing decision-making, and strengthening local government.

Comments pertaining to an agenda item that includes a public hearing, or public input should be given as that item is being discussed during the meeting.

Members of the public who wish to comment will be given a limit of three (3) minutes per person. The Mayor and City Council will not respond to comments or questions but will take the comments into consideration for possible discussion at another time.

Rules for making comments:

- You must be a resident of the City of St. George.
- Public input shall not be allowed on any agenda item or pending land use application.
- Comments should relate to City business.
- Speakers shall be courteous and show respect. Comments shall not include obscene or profane language, nor contain attacks on any individual.

Written comments may be submitted anytime to the City Recorder at 61 South Main Street, St. George, UT 84770 or publiccomments@sgcityutah.gov.

3. **Consent Calendar.**

- a. **Consider approval of a Professional Services Agreement with Bowen, Collins, and Associates to provide construction management services for the SGRWRF Laboratory and Pretreatment Building projects.**

BACKGROUND and RECOMMENDATION: A construction contract was recently awarded to Westland Construction for the construction of the SGRWRF Laboratory and Pretreatment Building. Westland Construction will construct the facility over the next 14 months. This Professional Services Agreement with Bowen, Collins, and Associates is to provide construction related engineering/architectural services for the project. Staff recommends approval.


- b. **Consider approval of a change order for Big D Construction CMAR for the scanning of the interior existing conditions of the terminal.**

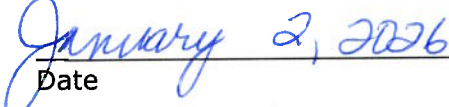
BACKGROUND and RECOMMENDATION: The Construction Manager at Risk (CMAR) process allows the City staff, architect and contractor to collaboratively develop the project scope, optimize design, improve quality, manage costs and share risks. This enables greater owner control, collaboration, innovation, better risk management, time and cost savings. The CMAR process comprises two phases: design (pre-construction) and construction. Approval of this agreement only commits the City to pay for the pre-construction phase of the agreement in the amount of \$105,025. Staff recommends approval.

4. **Appointments to Boards and Commissions of the City.**

5. **Reports from Mayor, Councilmembers, and City Manager.**

6. **Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**


Christina Fernandez, City Recorder


Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.



Agenda Date: 01/08/2026

Agenda Item Number: 3a

Subject:

Consider approval of a Professional Services Agreement with Bowen, Collins, and Associates to provide construction related services for the SGRWRF Laboratory and Pretreatment Building projects.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

SGRWRF

Item History (background/project status/public process):

A construction contract was recently awarded to Westland Construction for the construction of the SGRWRF Laboratory and Pretreatment Building. Westland Construction will construct the facility over the next 14 months. This Professional Services Agreement with Bowen, Collins, and Associates is to provide construction related engineering/architectural services for the project.

Staff Narrative (need/purpose):

This Professional Services Agreement is for construction related management services during the construction of the SGRWRF Laboratory and Pretreatment Building. The fee is a "not to exceed" fee and is based on estimate hours required to complete each task. The fee is not based on a percentage of the overall project cost. The construction management services include review of submittals, Request for Information, and Change Order, Site Visits, Progress Meetings, Pay Requests, Project Documentation, Project Observation, Quality Assurance and Testing.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$372,718

Amount approved in current FY budget for item: \$4,000,000 overall project cost

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

NA

Description of funding source:

User Rates, reserve funds

Recommendation (Include any conditions):

Staff recommends approval of the Professional Services Agreement

Attachments



CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH Bowen Collins & Associates

This Professional Services Agreement (hereinafter “Agreement”) is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the “CITY”), and Bowen Collins & Associates, with offices at 20 N Main, Suite 107, St. George, UT. 84770 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide **Construction Management Services for the SGRWRF Laboratory and Pretreatment Building** on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees for the PROJECT; and

WHEREAS CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONSULTANT.

- 1.1 CONSULTANT is a professional licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY’S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers

or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324(a) by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY excluding attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- 1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- 1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- 1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability, or marital status in its employment practices.
- 1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY, except as modified or waived in this Agreement.
- 1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- 1.9 CONSULTANT certifies it is in compliance with the public contract boycotting restrictions set forth in Utah Code § 63G-27-201 and agrees not to engage in any such restricted boycotting for the duration of this Agreement, and to notify the City in writing if it begins engaging in an economic boycott.
- 1.10 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors

may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work ("**Exhibit A Scope of Services**") which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in "**Exhibit A Scope of Services**" or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- 3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.**

- 4.1 For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed Three Hundred Seventy Two Thousand Seven Hundred Eighteen Dollars, \$372,718.00. Each individual Work Order shall not exceed One Hundred Thousand Dollars, \$100,000.

5. **INVOICING, PAYMENT, NOTICES.**

- 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment.
- 5.3 A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.
- 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT’S or subcontractor’s books and records.

- 5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- 5.7 CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- 5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- 5.9 CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- 6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- 6.2 CITY may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- 6.3 CITY shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- 9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- 9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- 10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- 10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

- 10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- 11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed. Required limits may be met with Umbrella or Excess insurance policies.
- 11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.
- 11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
- A. The name and address of the insured.
 - B. CITY shall be named as a Certificate Holder.
 - C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - D. The location of the operations to which the insurance applies.
 - E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received

by CITY.

- I. Name, address, and telephone number of the insurance company's agent of process in Utah.
- J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

11.4 **WORKER'S COMPENSATION INSURANCE:** CONSULTANT shall, as applicable, take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:

- A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
- B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
- C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

11.5 **COMMERCIAL GENERAL LIABILITY INSURANCE:** CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.

- A. The minimum commercial general liability insurance shall be as follows:
 - i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
 - ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$4,000,000.00 Dollars (umbrella coverage may be

- considered).
- iii. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

B. Such policy shall include each of the following coverages (as applicable):

- i. Comprehensive form.
- ii. Premises - operations.
- iii. Explosion and collapse hazard.
- iv. Underground hazard.
- v. Product/completed operations hazard.
- vi. Contractual insurance.
- vii. Broad form property damage, including completed operations.
- viii. Independent contractors for vicarious liability.
- ix. Personal injury.
- x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
- B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- C. If Professional Liability coverages are written on a claims-made form:
 - i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - iv. A copy of the policy must be submitted to CITY for review.

- 11.7 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

Such business automobile insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- 12.1 Except as otherwise provided herein, CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of professionals, except for attorney's fees, and all court or other dispute resolution costs for:

- A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
- B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
- C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer,

and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

12.3 The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

12.4 This section does not apply to a design professional services contract, design professional services, and design professionals.

13. **DOCUMENTS.**

13.1 All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

13.2 Plans, specifications, maps, and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

13.3 The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

13.4 CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to

CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

- 13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- 14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- 14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- 14.3 Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- 15.1 CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- 15.2 In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- 15.3 CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

- 17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- 17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or

Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

| | | | |
|------------|--|-------------|--|
| CITY: | City of St. George 175 East 200 North St. George, Utah 84770 | CONSULTANT: | Bowen Collins & Associates 20 N Main St, Suite 107 St. George, UT. 84770 |
| Attention: | City Attorney | Attention: | Jeff Beckman |
| Copy: | legal@sgcity.org | | |

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agrees that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.
21. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one

and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY OF ST. GEORGE

Bowen Collins & Associates

Michele Randall, Mayor

Jeff Beckman, Vice President

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder

Alicia Galvany Carlton, Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A Scope of Services is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the “City”) and the following individual or entity (“Contractor”) to the extent that it does not conflict with any provisions in this Agreement. If there are any conflicts between the Agreement and the Scope of Services, the terms of the Agreement apply.:

Name: Bowen Collins & Associates

Address: 20 N Main, St. George, UT. 84770

Email: jbeckman@bowencollins.com Phone Number: (801)495-2224

Scope of Services and/or Deliverables by Contractor:

- Construction Management
- Site Visits, Inspections, Process of Submittals, Record Drawings
-
-

Compensation: City shall pay Contractor the following sum:

- _____ \$372,718.00

 • _____

November 14, 2025

Jason Crow
Wastewater Manager
City of St. George
2084 W 3750 S
St. George, Utah 84770
Sent via email: jason.crow@sgcity.gov

Subject: Proposed Scope of Work for Construction Management Services for the SGRWRF Laboratory and Pretreatment Building

Dear Jason:

The City of St. George (City) recently bid the SGRWRF Laboratory and Pretreatment Building Project and is in the process of awarding the construction contract to Westland Construction. Bowen, Collins & Associates (BC&A) provided design engineering for the project. The City has requested BC&A to provide engineering services during the construction phase. The following summarizes our proposed scope of services and fee associated with the construction phase of the project.

SCOPE OF SERVICES

Task 1: Construction Engineering Services. BC&A will provide construction engineering services including the following tasks. Attachment B outlines the assumptions and estimates used in preparing the scope and fee.

1-1: Construction Management and Contractor Pay Requests. BC&A will manage the design team including coordinating site visits, periodic inspections, and contractual agreements. We will also review the contract with the Contractor, including monthly pay requests.

1-2: Construction Progress Meetings: Our project manager will attend bi-monthly progress meetings with the contractor and owner. For the purposes of this proposal, it is assumed that half of the meetings will be held on-site and the other half will be held virtually.

1-3: Submittal Review, RFI, and Change Orders. Our design team will review contractor submittals, respond to contractor RFIs, prepare needed change orders, or field orders, and collect required close-out documentation from the contractor at the end of the project.

1-4: Site Visits. We will provide periodic site visits by key members of the design team including the electrical engineer, structural engineer, architect and mechanical engineer. BC&A will also provide visits for the Preconstruction Meeting, preliminary and final walkthrough inspection. See Attachment B for assumed site visits by the design team members.

1-5: Project Documentation. We will prepare record drawings for the project based on redlines provided by the contractor. As-built record drawings will be provided to the City in digital format (PDF and AutoCAD) as well as hard copy (two copies) format. We will also review operations and

maintenance manuals assembled by the contractor and amend as needed and provide copies of final manuals to the City.

Task 2: Project Observation.

2-1: Project Observation. BC&A will provide periodic on-site project observation. It is estimated that BC&A will provide 16 hours a week for 56 weeks to observe construction and to provide quality assurance. Additional on-site inspection is available upon request from the City.

Task 3: Quality Assurance and Testing

2-1: Quality Assurance and Testing. BC&A will subcontract with Landmark Testing & Engineering to provide quality assurance and testing for the project. Periodic testing including proctors to determine optimum density, density tests, gradations, and concrete strength and shrinkage testing will be performed. Our estimates for providing quality assurance and testing have been based on the design drawings for the existing project and an estimated compaction and pour schedule developed by Landmark Testing & Engineering based on previous project experience. Quantities and time exceeding these estimates will be charged at a time and materials basis in accordance with the current rate schedule

FEE ESTIMATE

We have tabulated estimated man-hours and costs to complete each task outlined in the previously defined scope of services for Construction Management Services. As presented in Attachment A, we propose to complete the above outlined scope of services on a cost reimbursable basis, with a total fee not to exceed \$372,716.

We are willing to negotiate the scope of services and associated fee if there is something in this proposal that does not meet your needs. We enjoy working with the City and look forward to working with you on this critical project. Please call if you have any questions or if you need additional information.

Sincerely,
Bowen Collins & Associates, Inc.



Jeff Beckman, P.E.
Project Manager

Attachments

SGRWRF LABORATORY & PRETREATMENT BUILDING CMS

ATTACHMENT C

CITY OF ST. GEORGE

Engineering Fee Estimate

LAST UPDATED: November 14, 2025

| | | | | | | | | | | | Subtotal Hours | Subtotal Labor | Subtotal Expenses | Expenses | | | | Total Cost |
|-------------|--|---------|--------|----------------------------|------------|------------------------|------------------------|--------------------------|------------------|--------------------|-------------------|----------------|----------------------|--------------------|--------------|-----------------|--------------|---------------|
| | Labor Category | Editor | Tech 4 | Construction Manager II | Engineer V | Electrical Engineer | Electrical Engineer | Engineer 5 Structural | Engineer X PM | Engineer IX PIC | | | | Mileage /Travel | Architect | HVAC | QA Testing | |
| | Staff | Johnson | Riggs | Peterson | Neilson | Wasden | Youngstrom | Smoot | Beckman | Olsen | | | | | Thalmann | Cushing Terrell | Landmark | |
| | Labor Rate | \$90 | \$155 | \$133 | \$168 | \$162 | \$248 | \$173 | \$252 | \$240 | | | | | | | | |
| Task No. | Task Description | | | | | | | | | | | | | | | | | |
| 1 | Construction Engineering Services | | | | | | | | | | | | | | | | | |
| 1-1 | Construction Management and Pay Requests | | | | | | | | 30 | 4 | 34 | \$ 8,520.00 | \$0 | | | | | \$ 8,520.00 |
| 1-2 | Construction Progress Meetings | | | | | | | | 144 | | 144 | \$ 36,288.00 | \$0 | | | | | \$ 36,288.00 |
| 1-3 | Submittals Review, RFIs, Change Orders | | | | | 100 | 32 | 94 | 72 | | 298 | \$ 58,542.00 | \$48,500 | | \$13,000 | \$35,500 | | \$ 107,042.00 |
| 1-4 | Site Visits | | | | | | 36 | 24 | 36 | | 96 | \$ 22,152.00 | \$20,000 | \$5,000 | \$5,000 | \$10,000 | | \$ 42,152.00 |
| 1-5 | Project Documentation - Record Drawings | 4 | | | 16 | 16 | | 12 | 8 | | 56 | \$ 9,732.00 | \$3,000 | | \$1,000 | \$2,000 | | \$ 12,732.00 |
| | Task 1 Sub-Total | 4 | 0 | 0 | 16 | 116 | 68 | 130 | 290 | 4 | 628 | \$ 135,234.00 | \$71,500 | \$5,000 | \$19,000 | \$47,500 | \$0 | \$ 206,734.00 |
| 2 | Project Observation | | | | | | | | | | | | | | | | | |
| 2-1 | Project Observation | | | 450 | 450 | | | | | | 900 | \$ 135,450.00 | \$2,000 | \$2,000 | | | | \$ 137,450.00 |
| | Task 2 Sub-Total | 0 | 0 | 450 | 450 | 0 | 0 | 0 | 0 | 0 | 900 | \$ 135,450.00 | \$2,000 | \$2,000 | \$0 | \$0 | \$0 | \$ 137,450.00 |
| 3 | Quality Assurance Testing | | | | | | | | | | | | | | | | | |
| 3-1 | Contract with Landmark Engineering | | | | 12 | | | | 8 | | 20 | \$ 4,032.00 | \$24,500 | | | | \$24,500 | \$ 28,532.00 |
| | Task 3 Sub-Total | 0 | 0 | 0 | 12 | 0 | 0 | 0 | 8 | 0 | 20 | \$ 4,032.00 | \$24,500 | \$0 | \$0 | \$0 | \$24,500 | \$ 28,532.00 |
| | Total Hours | 4 | 0 | 450 | 478 | 116 | 68 | 130 | 298 | 4 | 1548 | | | | | | | |
| | Total Cost | | | | | | | | | | | \$ 274,716.00 | \$ 98,000.00 | \$ 7,000.00 | \$ 19,000.00 | \$ 47,500.00 | \$ 24,500.00 | \$ 372,716.00 |

Expenses include:

Mileage reimbursement at \$0.75/mile

10% Markup on other project related expenses

See attached scope of work for budgetary assumptions

Construction Services Fee Assumptions

TASKS 1 - ENGINEERING SERVICES DURING CONSTRUCTION

Comments

Monthly Pay Requests & PM:

| | |
|------------------|----|
| No of Months: | 15 |
| Hours per Month: | 2 |
| Hours: | 30 |

Progress Meetings

| | | |
|----------------------------|-----------|--------------------------|
| No. of Weeks: | 64 | |
| No. of Progress Meetings | 32 | Bi-Weekly |
| On Site Progress Meetings | 16 | Half of meetings on site |
| Hours Per Meeting | 6 | |
| On Site PM Hours | 96 | hrs |
| Virtual PM Meetings | 16 | Half of meetings virtual |
| Hours Per Meeting | 3 | |
| Virtual PM Meetings | 48 | hrs |
| Hours: | 144 | |

Submittals

| | | |
|----------------------|-----|-----|
| No. of Submittals: | 106 | |
| Hours to Review: | 3 | |
| No. of Resubmittals: | 45 | |
| Hours to Review: | 1.5 | |
| Hours: | 386 | hrs |
| BC&A Hours: | 239 | hrs |

RFI's

| | | |
|------------------|----|-----|
| No of RFI's: | 20 | |
| Hours to Review: | 2 | |
| Hours: | 40 | hrs |

Field Orders/Change Orders

| | | |
|------------------|----|-----|
| No of F.O./C.O.: | 5 | |
| Hours to Review: | 3 | |
| Hours: | 15 | hrs |

Construction Site Visits (excluding progress meeting with Contractor)

| | | |
|--------------------------|----------|---------------------------|
| Pre-Construction Meeting | 1 | Attendees: JB, FT |
| Electrical Visits | 2 | Attendees: DYx2 |
| Structural Visits | 2 | Attendees: KSx2 |
| Punchlist | 2 | Attendees: JB, DY, FT, LR |
| Final Walkthrough | 1 | Attendees: JB, FT |
| Total Visits: | 8 | |

| | | | |
|------------------|----|-----|--|
| Hours Per Visit: | 12 | | (includes 2 hours for Agenda Prep & Minutes) |
| Total: | 96 | hrs | BC&A Hours only |

Record Drawings

| | | |
|------------------------|------------|-----|
| No. of Sheets: | 107 | |
| Hours per Sheet: | 1.0 | |
| Total Hours: | 107 | hrs |
| BC&A Sheets | 83 | hrs |

TASK 2 - CONSTRUCTION OBSERVATION

| | | | |
|--------------------------|-------|-----|--|
| Assumed hours per week | 16 | hrs | |
| Weeks assumed | 56 | | Minus two months for submittals and mobilization |
| Misc Observation Support | 901 | hrs | To assist City staff (on as needed) |
| Trips per Week | 2 | | |
| Trips | 129 | | |
| Miles per Trip | 16 | | |
| Total Miles | 2057 | | |

TASK 3 - QUALITY ASSURANCE TESTING

| | | | |
|------------------|----|--------|--------------------------------|
| Landmark Testing | \$ | 24,450 | Proposal from Landmark Testing |
|------------------|----|--------|--------------------------------|



Agenda Date: 01/08/2026

Agenda Item Number: 3b

Subject:

Consider approval of a change order for Big D Construction CMAR for the scanning of the interior existing conditions of the terminal.

Item at-a-glance:

Staff Contact: Dustin Warren

Applicant Name: City of St George

Reference Number: NA

Address/Location:

4508 South Airport Pkwy

Item History (background/project status/public process):

The Construction Manager at Risk (CMAR) process allows the City staff, architect and contractor to collaboratively develop the project scope, optimize design, improve quality, manage costs and share risks. This enables greater owner control, collaboration, innovation, better risk management, time and cost savings. The CMAR process comprises two phases: design (pre-construction) and construction. Approval of this agreement only commits the City to pay for the pre-construction phase of the agreement in the amount of \$105,025.

Staff Narrative (need/purpose):

Big D Construction is requesting the Scanning of the Interior Existing Conditions of the SGU Airport for Architect Use. Requested by Architect and Big-D Preconstruction Team. The increase for the scan will be \$12,250.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$12,250

Amount approved in current FY budget for item: \$3,500,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Airport restricted funds for FY26

Description of funding source:

Airport restricted funds for FY26

Recommendation (Include any conditions):

Staff recommends approval

Attachments

Virtual Design and Construction Department
Big-D Construction
404 South 400 West, Salt Lake City, Utah 84101
Phone 801-415-6000



ESTIMATE

10/16/2025

| PROJECT | SHARED SERVICE DESCRIPTION |
|-------------|---|
| SGU Airport | Scanning of the Interior Existing Conditions of the SGU Airport for Architect Use. Requested by Architect and Big-D Preconstruction Team. |

| DESCRIPTION | TOTAL |
|---|-------------|
| 1 Trip to location to field capture with Faro scanner by VDC Coordinator | \$1,800.00 |
| Field capture with Faro scanner of interior spaces of the area next to the baggage claim located on the first floor (approx. 1,454 SF). | \$780.00 |
| Field capture with Faro scanner of areas above ceilings of the hold room located on the first floor. Scanning 2-3 rows between lights, as indicated by the red dashed boxes. Includes ceiling tile removal labor (Approx 3,363sf) | \$1,600.00 |
| Field capture with Faro scanner of areas above double-height ceilings of the Bag Claim and Ticketing areas located on the first floor. (approx. 6,048 SF). | \$1,700.00 |
| Field capture with Faro scanner of exterior elevations – add alternate. | \$1,770.00 |
| Registration and creation of point cloud deliverable include extraction of 360° pictures from scanner | \$1,600.00 |
| Surveyor 3rd party pricing | \$3,000.00 |
| TOTAL | \$12,250.00 |

VDC Shared Services Department Contact
Chantelle Menlove
801-415-5911



PCO #001

BIG-D CONSTRUCTION CORP.
1788 W 200 N
LONDON, Utah 84042
Phone: (801) 769-7300
Fax: (801) 769-7353

Project: 125711 - ST. GEORGE AIRPORT EXPANSION -
PRECONSTRUCTION
4550 S. AIRPORT PARKWAY
ST. GEORGE, Utah 84709

Prime Contract Potential Change Order #001: PCO001 - Lidar Scan - St. George Airport

| | | | |
|------------------------|---|------------------------------|--|
| TO: | ST GEORGE AIRPORT 45550 S AIRPORT PARKWAY ST GEORGE Utah, 84790 | FROM: | BIG-D CONSTRUCTION CORP 404 W 400 S SALT LAKE CITY Utah, 84101 |
| PCO NUMBER/REVISION: | 001 / 0 | CONTRACT: | PRIME CONTRACT - PRIME CONTRACT |
| REQUEST RECEIVED FROM: | | CREATED BY: | Jami Mascaro (BIG-D CONSTRUCTION CORP) |
| STATUS: | Pending - In Review | CREATED DATE: | 12/15/2025 |
| REFERENCE: | | PRIME CONTRACT CHANGE ORDER: | None |
| FIELD CHANGE: | No | | |
| LOCATION: | | ACCOUNTING METHOD: | Amount Based |
| SCHEDULE IMPACT: | | PAID IN FULL: | No |
| | | TOTAL AMOUNT: | \$12,250.00 |

POTENTIAL CHANGE ORDER TITLE: PCO001 - Lidar Scan - St. George Airport

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #001 - Lidar Scan
Request for Lidar Scan of Existing Terminal.

ATTACHMENTS:
[SGU - Scan Schedule_Rev 00_25.10.16.pdf](#) [_Estimate_Lidar Scan_2025.10.16.pdf](#)

| # | Cost Code | Description | Type | Amount |
|---|-----------------------------|--------------|--------------|-------------|
| 1 | 01-011155 - BIM Coordinator | --Lidar Scan | Labor | \$12,250.00 |
| | | | Grand Total: | \$12,250.00 |

ST GEORGE AIRPORT
45550 S AIRPORT PARKWAY
ST GEORGE Utah 84790

Dustin Warren 12/17/2025

SIGNATUREDATE

BIG-D CONSTRUCTION CORP
404 W 400 S
SALT LAKE CITY Utah 84101

Judd Bundy 12/15/2025

SIGNATUREDATE