

## **EXCHANGE OF SERVICES AGREEMENT**

WHEREAS, City owns and operates the Cedar City Regional Airport and said Airport has need of excavated material to fill in certain areas of the Airport, as well as several other possible projects that may include the completion of irrigation piping, including a catch basin, in the irrigation canal known as the Guymon Ditch, the clearing of brush from a certain amount of acreage at the Airport, and any other projects identified by the Airport Manager; and,

WHEREAS, Contractor has the need to dispose of a certain number of cubic yards of fill material containing, dirt, rocks, and concrete amassed during Contractor's construction work; and,

WHEREAS, it would be mutually advantageous to both City and Contractor to enter into a non-monetary exchange of services agreement;

NOW, THEREFORE, this Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Cedar City, a municipal corporation and political subdivision of the State of Utah, hereinafter referred to as City, and Schmidt Construction, a Utah Corporation, hereinafter referred to as Contractor.

1. SCOPE OF SERVICES/WORK:

A. Services Provided by City:

Contractor will be allowed to dispose of approximately 210,000 c.y. of clean fill material consisting of dirt, rocks, concrete at various locations on the airport as specified by the Airport Manager. Contractor will compact and level all areas where fill materials are deposited as they are put in place. Disposal will be at no cost to Contractor.

B. Services Provided by Contractor may Include:

1. Installation of approximately 1,000 feet concrete irrigation pipe, including 2 catch basins if needed, per Cedar City Engineering Standards in the Guymon Ditch.

2. Clearing approximately 250 acres of brush at various locations on the airport as specified by the Airport Manager. Cleared brush will be buried on site by Contractor.

3. Other services as may be agreed upon by Airport Manager and Contractor.

Total value of work carried out by Contractor for the term of this Agreement will be \$50,000, tracked on an hourly basis as shown below. Contractor will supply information on hours for equipment and labor expended on each project on a

weekly basis during the time Contractor is on the job. All hours supplied by Contractor will be approved by Airport Manager. Any work to be completed over and above \$50,000 will be evaluated at that time. The labor and material costs as well as completion dates for each project will be agreed upon between Airport Manager and Contractor prior to the start of that particular project. Inability to come to an agreement on project may result in the termination of this Agreement.

<b>Hourly Rates:</b>			
Grader	\$150.00	Dozer	\$150.00
Loader	\$150.00	Water Truck	\$100.00
Rock Truck	\$200.00	Trackhoe 300+	\$150.00
Dump Truck	\$ 90.00	Laborer	\$ 60.00

2. INSURANCE/BUSINESS LICENSE:

Contractor shall have a current business license to perform work in the State of Utah. Contractor shall carry Worker's Compensation and General Liability Insurance as indicated below. Contractor shall furnish City with certificates showing this coverage. All certificates shall list the City, its elected officials, appointed officials, employees and agents as "additional insured." Contractor shall provide City the necessary insurance documents before work begins.

A. Worker's Compensation

- |                                      |           |
|--------------------------------------|-----------|
| 1. State                             | Statutory |
| 2. Applicable Federal (e.g. USL & H) | Statutory |
| 3. Employer's Liability:             |           |

Bodily Injury by Accident: \$2,000,000 Each Accident

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

- As per Utah Administrative Code R37-4-3(8) \$648,700 for one person in an occurrence, \$2,221,700 aggregate for two or more persons in an occurrence, and \$259,500 for property damage for any one occurrence as explained in R37-4-2(2).

3. ORDINANCES:

All work shall be done in accordance with existing ordinances of County, Local, State and National Regulations governing the work, including, but not limited to, the Cedar City Engineering Standards.

4. FEES

This Agreement is for an exchange of services between City and Contractor. No monetary compensation shall be paid to Contractor for the work performed, and

Contractor will not be charged tipping fees, etc., for disposal of fill material as specified in the Scope of Services.

5. HOLD HARMLESS:

Insofar as the Contractor may legally do so, Contractor shall hold harmless and indemnify City, its elected and appointed officials, its employees, agents and assigned from any damage occurring during work performed by Contractor, its agents or employees in connection with the work performed under this Agreement, or resulting through the negligence of Contractor, its agents or employees.

6. TERM OF CONTRACT:

The services covered under this Agreement shall be for a period of five (5) years from the date first written above with an option to renew for an additional three (3) five-year (5) periods , or until City and Contractor agree the proposed disposal sites are filled and all equivalent airport projects are completed.

7. SAFETY AND SECURITY:

The Contractor shall comply in all respects with the Utah Occupational Safety and Health Act, Utah Code Annotated, §34-A-6-1 et seq., and the rules, regulations and standards promulgated thereunder by the Utah State Industrial Commission, as such act, rules, regulations or standards now exist or as amended.

8. E-VERIFY:

The Contractor shall document and verify the citizenship or immigration status of each employee. The Contractor shall use one of the electronic verification systems defined in UCA §63-99a-103. In all contracts with subcontractors at any level, the Contractor shall require each subcontractor at any level, to use an electronic verification system as defined in UCA §63-99a-103, to verify the citizenship or immigration status of all employees. All subcontractors at any level shall be required to certify to the Contractor, by affidavit, that the subcontractor has verified through an electronic verification system the employment status of each new employee.

9. TERMINATION

This Agreement may be terminated by either party with sixty (60) days written notice.

10. This Agreement is exclusive to the parties hereinabove named.

11. INTERPRETATION AND DISPUTES:

This Agreement is to be interpreted and controlled by the laws of the State of Utah. All disputes that the parties are unable to resolve through means other

than litigation shall be only subject to the Jurisdiction of the District Courts of the State of Utah. Venue is vested in the 5<sup>th</sup> Judicial District Court in and for Iron County, State of Utah.

12. This is an integrated Agreement. No prior written or oral negotiations or representations not contained herein shall bind the parties.

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CITY'S SIGNATURE PAGE

CEDAR CITY CORPORATION

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Maile L. Wilson, Mayor

(SEAL)

ATTEST:

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Renon Savage, City Recorder

CONTRACTOR'S SIGNATURE PAGE

\_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_  
Print

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_