

**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 Offices located at 175 East 200 North, St. George, Utah, on Thursday, March 2, 2023, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

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

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any item not on the agenda or likely to be on a future agenda.

Rules for making comments:

1. You must be a resident of the City of St. George.
2. Each speaker may be given a limited amount of time for comment as determined by the Mayor given the number of persons wishing to speak.
3. Be courteous and show respect.
4. Comments cannot be related to items on tonight's agenda or regarding pending applications coming before the Council.

Participants are to state their names for the record. Comments which cannot be made within these limits should be submitted in writing to the City Recorder at [recorder@sgcity.org](mailto:recorder@sgcity.org).

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

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.

- 3. Consent Calendar.**
  - a. Consider approval to award bid to Interstate Rock Products Inc. for the construction of the Little Valley Park Artificial Turf Fields.**

BACKGROUND and RECOMMENDATION: The soccer fields at Little Valley were first installed in 2016 and have hosted many sports events and practices since. The replacement of Fields 1, 2 and 3 with synthetic turf has been designed by Park Planning with Civil Science and Lloyd Sports. The project was put out to bid on January 30, 2023; four (4) bids were received and opened on February 17, 2023. Interstate Rock Products is the responsible low bidder in the amount of \$2,396,357.99. Staff recommends awarding the bid to Interstate Rock Products.

**b. Consider approval of an amended Reimbursement Agreement for 1100 West Sewer Line Extension with David Adams.**

BACKGROUND and RECOMMENDATION: The City Council recently approved a reimbursement agreement with David Adams for the extension of approximately 600 L.F. of sewer line in 1100 W. Street. Several of the neighbors in the area participated in the extension of the sewer line so that they could connect to the City sewer system when their septic systems fail. The City participated in the cost of the project as there is a benefit to the City to eliminate septic fields within the City. This amendment to the agreement includes accounting for the sewer impact fees as part of the City's participation to the project. Staff recommends approval.

**c. Consider approval of a Professional Services Agreement with Airport IFE Services, Inc for the AIP-44 Project - South Apron & Taxiway Project - Phase II Construction.**

BACKGROUND and RECOMMENDATION: This is a PSA for Airport IFE Service to do an independent fee estimate for the South Apron & Taxiway Project - Phase II Construction that will be funded by a Bipartisan Infrastructure Law Grant (BILS). As per FAA requirements, any project estimated over one million dollars needs to have an independent fee estimate for the project. This PSA will fulfill this requirement. Staff recommends approval.

**d. Consider approval of a Professional Services Agreement with Airport IFE Services, Inc for AIP-45 - Reconstruction and Expansion of the Terminal Apron - Phase II Construction.**

BACKGROUND and RECOMMENDATION: This is a PSA for Airport IFE Service to do an independent fee estimate for the Reconstruction and Expansion of the Terminal Apron - Phase II Construction, that will be funded by a federal grant. As per FAA requirements, any project estimated over one million dollars needs to have an independent fee estimate for the project. This PSA will fulfill this requirement. Staff recommends approval.

**e. Consider approval of an agreement to purchase real property from Evan J Woodbury Inc for widening the 3000 East roadway.**

BACKGROUND and RECOMMENDATION: The City desires to acquire 0.672 acres of property for the widening of 3000 East roadway located at 3000 East between 2330 South and 2450 South. Staff recommends approval.

4. **Consider approval of a resolution adopting an increase in utility rates for energy services.**

BACKGROUND and RECOMMENDATION: Energy costs have increased due to high market prices and the reduction in hydro electric generation thereby requiring a need for additional revenue to pay these costs. Staff recommends approval.

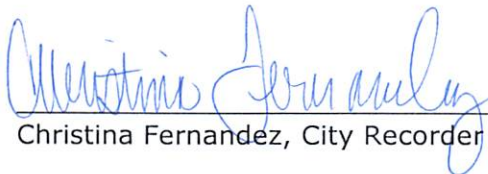
5. **Consider approval of an ordinance amending the High Point Storage PD-C (Planned Development Commercial) zone to increase the approved number of RV storage stalls from 149 to 226 spaces on approximately 5.8 acres located at 910 West 4700 North just east of the Ledges development. for a project to be known as High Point Storage. Case No. 2022-PDA-054**

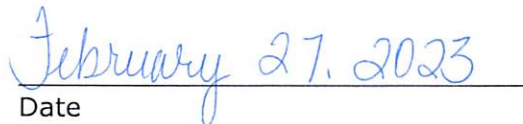
BACKGROUND and RECOMMENDATION: The conceptual layout and phasing for the proposed High Point RV Storage facility was originally approved by the City Council on January 7, 2021. This PD-C amendment change is requested to increase the approved number of RV storage stalls from 149 to 226 spaces. The natural topographical features create a natural buffer around the site from the surrounding property. At their meeting held on January 10, 2023, the Planning Commission recommended approval with a vote of 5-0.

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

7. **Reports and updates from the Mayor, Councilmembers, and City Manager.**

8. **Request a closed session to discuss litigation, 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:** 03/02/2023

**Agenda Item Number:** 3a

**Subject:**

Consider approval to award bid to Interstate Rock Products Inc. for the construction of the Little Valley Park Artificial Turf Fields.

**Item at-a-glance:**

Staff Contact: Paul Stead

Applicant Name: City of St. George

Reference Number: n/a

Address/Location:

2995 S 2350 E St.

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

The soccer fields at Little Valley were first installed in 2016 and have hosted many sports events and practices since. The replacement of Fields 1, 2 and 3 with synthetic turf has been designed by Park Planning with Civil Science and Lloyd Sports. The project was put out to bid on January 30, 2023; four (4) bids were received and opened on February 17, 2023. Interstate Rock Products is the responsible low bidder in the amount of \$2,396,357.99.

**Staff Narrative (need/purpose):**

Replacing the live turf fields with synthetic turf will drastically reduce the The soccer fields at little valley are well used and often experience wear resulting in time and money spent on repairs and closures. The upgrade to synthetic turf will significantly reduce water usage, and will allow more practice to occur on the fields without the detrimental wear experienced on live fields. This will be the first synthetic turf field installed at a public facility in St. George.

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:**

Cost for the agenda item: \$2,396,357.99

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

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

It is approved, but construction will go into the next fiscal year which will require a budget opening.

Description of funding source:

Grant from Water Conservancy District and RAP tax funds

**Recommendation (Include any conditions):**

Approval





February 21, 2023

St. George City  
Park Planning Division  
Attn: Paul Stead  
390 North 3050 East

RE: Recommendation for Award of Bid  
Little Valley Park Artificial Turf Fields, Bid Inquiry No. 23-101

Dear Mr. Stead,

After reviewing the Bids received on February 17, 2023, for the **Little Valley Park Artificial Turf Fields** Project, Bid Inquiry No. 23-101, it was determined that **Interstate Rock Products** was the low responsible, responsive Bidder for the Project per the Information for Bidders form. We therefore recommend award of the Project to Interstate Rock Products in the amount of **\$2,396,357.99**. This amount includes the Base Bid only.

I have attached the Bid Tabulation and an evaluation of the Bidders' Documents.

Please let me know if you have any questions or concerns.

Respectfully,

Mark Goble, P.L.A.  
Landscape Architect / Project Manager  
Civil Science

3160 W. Clubhouse Drive, Ste. A  
Lehi, UT 84043  
P | (801) 768-7200 | F | (801) 768-7201

1453 S. Dixie Drive, Ste. 150  
St. George, UT 84770  
P | (435) 986-0100

405 Main Street, Ste. 975  
Salt Lake City, UT 84111  
P | (801) 768-7200





BID TABULATION

BASE BID

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	ENGINEERS ESTIMATE		INTERSTATE ROCK PRODUCTS		ADP LEMCO		TARKETT / FIELDTURF USA		PROGRESSIVE CONTRACTING	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	MOBILIZATION & DEMOBILIZATION	1	LS	\$ 229,800.00	\$ 229,800.00	\$ 116,908.87	\$ 116,908.87	\$ 34,500.00	\$ 34,500.00	\$ 249,087.00	\$ 249,087.00	\$ 350,000.00	\$ 350,000.00
2	PROJECT SIGN & RECORD DOCUMENTS	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,192.50	\$ 1,192.50	\$ 1,725.00	\$ 1,725.00	\$ 4,530.00	\$ 4,530.00	\$ 1,400.00	\$ 1,400.00
3	TRAFFIC CONTROL & SITE SECURITY	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 9,701.46	\$ 9,701.46	\$ 8,280.00	\$ 8,280.00	\$ 7,247.00	\$ 7,247.00	\$ 5,800.00	\$ 5,800.00
4	TEMPORARY CONTROLS & PERMITTING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,204.92	\$ 10,204.92	\$ 1,380.00	\$ 1,380.00	\$ 111,410.00	\$ 111,410.00	\$ 7,540.00	\$ 7,540.00
5	REMOVE CONCRETE LANDSCAPE CURB	2,025	LF	\$ 2.00	\$ 4,050.00	\$ 1.44	\$ 2,916.00	\$ 3.22	\$ 6,520.50	\$ 10.03	\$ 20,310.75	\$ 4.00	\$ 8,100.00
6	REMOVE TURF GRASS SOD	213,420	SF	\$ 0.25	\$ 53,355.00	\$ 0.28	\$ 59,757.60	\$ 2.14	\$ 456,718.80	\$ 0.73	\$ 155,796.60	\$ 0.30	\$ 64,026.00
7	REMOVE & STOCKPILE SAND (10" DEPTH)	6,443	CY	\$ 15.00	\$ 96,645.00	\$ 11.71	\$ 75,447.53	\$ 19.41	\$ 125,058.63	\$ 15.46	\$ 99,608.78	\$ 14.00	\$ 90,202.00
8	REMOVE FIELD DRAIN ROCK LAYER	1,678	CY	\$ 20.00	\$ 33,560.00	\$ 23.73	\$ 39,818.94	\$ 22.08	\$ 37,050.24	\$ 21.37	\$ 35,858.86	\$ 19.00	\$ 31,882.00
9	REMOVE FIELD SUBDRAINAGE PIPES	9,680	LF	\$ 2.00	\$ 19,360.00	\$ 0.57	\$ 5,517.60	\$ 4.43	\$ 42,882.40	\$ 4.63	\$ 44,818.40	\$ 4.60	\$ 44,528.00
10	REMOVE IRRIGATION SYSTEM AND CAP LATERALS	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 29,118.25	\$ 29,118.25	\$ 5,750.00	\$ 5,750.00	\$ 3,197.00	\$ 3,197.00	\$ 13,000.00	\$ 13,000.00
11	EARTHWORK (FIELDS 1&2)	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 224,477.21	\$ 224,477.21	\$ 74,750.00	\$ 74,750.00	\$ 497,644.00	\$ 497,644.00	\$ 127,000.00	\$ 127,000.00
12	BOULDER STAIRWAY	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 2,989.76	\$ 11,959.04	\$ 3,680.00	\$ 14,720.00	\$ 3,410.25	\$ 13,641.00	\$ 3,700.00	\$ 14,800.00
13	BOULDER RETAINING WALL	59	LF	\$ 200.00	\$ 11,800.00	\$ 144.24	\$ 8,510.16	\$ 78.20	\$ 4,613.80	\$ 94.14	\$ 5,554.26	\$ 78.00	\$ 4,602.00
14	PF - CONCRETE CURB TERMINATOR DRAIN / 8-INCH SLOTTED DRAIN	2,360	LF	\$ 90.00	\$ 212,400.00	\$ 110.32	\$ 260,355.20	\$ 173.65	\$ 409,814.00	\$ 210.25	\$ 496,190.00	\$ 400.00	\$ 944,000.00
15	PF - 8-INCH SLOTTED DRAIN BASIN	19	EA	\$ 500.00	\$ 9,500.00	\$ 2,126.51	\$ 40,403.69	\$ 1,380.00	\$ 26,220.00	\$ 1,262.42	\$ 23,985.98	\$ 350.00	\$ 6,650.00
16	PF - 6-INCH NON-PERFORATED CHDPE STORM DRAIN PIPE	45	LF	\$ 40.00	\$ 1,800.00	\$ 44.66	\$ 2,009.70	\$ 25.88	\$ 1,164.60	\$ 60.18	\$ 2,708.10	\$ 245.00	\$ 11,025.00
17	PF - 8-INCH NON-PERFORATED CHDPE STORM DRAIN PIPE	415	LF	\$ 45.00	\$ 18,675.00	\$ 47.41	\$ 19,675.15	\$ 33.93	\$ 14,080.95	\$ 79.33	\$ 32,921.95	\$ 245.00	\$ 101,675.00
18	PF - 8-INCH PERFORATED CHDPE STORM DRAIN PIPE	95	LF	\$ 45.00	\$ 4,275.00	\$ 50.76	\$ 4,822.20	\$ 54.63	\$ 5,189.85	\$ 26.55	\$ 2,522.25	\$ 322.00	\$ 30,590.00
19	PF - 6-INCH INSERTA TEE CONNECTION	17	EA	\$ 900.00	\$ 15,300.00	\$ 354.51	\$ 6,026.67	\$ 230.00	\$ 3,910.00	\$ 641.41	\$ 10,903.97	\$ 1,600.00	\$ 27,200.00
20	PF - 8-INCH INSERTA TEE CONNECTION	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 511.27	\$ 1,022.54	\$ 460.00	\$ 920.00	\$ 314.00	\$ 628.00	\$ 1,500.00	\$ 3,000.00
21	PF - 24-INCH ROUND CONCRETE DRAIN BASIN	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 3,343.88	\$ 6,687.76	\$ 6,267.50	\$ 12,535.00	\$ 3,907.50	\$ 7,815.00	\$ 3,700.00	\$ 7,400.00
22	PF - 6-INCH THICK AGGREGATE BASE STONE	165,336	SF	\$ 2.00	\$ 330,672.00	\$ 1.43	\$ 236,430.48	\$ 1.59	\$ 262,884.24	\$ 2.26	\$ 373,659.36	\$ 3.65	\$ 603,476.40
23	PF - SHOCK / DRAIN PAD	165,336	SF	\$ 1.75	\$ 289,338.00	\$ 1.25	\$ 206,670.00	\$ 1.28	\$ 211,630.08	\$ 1.14	\$ 188,483.04	\$ 1.60	\$ 264,537.60
24	PF - SYNTHETIC TURF & SAND/RUBBER INFILL	165,336	SF	\$ 5.75	\$ 950,682.00	\$ 5.13	\$ 848,173.68	\$ 6.08	\$ 1,005,242.88	\$ 4.80	\$ 793,612.80	\$ 4.80	\$ 793,612.80
25	PF - STRIPING (FIELDS 1&2)	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 74,086.86	\$ 74,086.86	\$ 8,050.00	\$ 8,050.00	\$ 1.00	\$ 1.00	\$ 21,000.00	\$ 21,000.00

26	PF - REMOVABLE SOCCER CORNER FLAGS	8	EA	\$ 500.00	\$ 4,000.00	\$ 144.79	\$ 1,158.32	\$ 103.50	\$ 828.00	\$ 879.13	\$ 7,033.04	\$ 1,000.00	\$ 8,000.00
27	QUICK COUPLER	10	EA	\$ 250.00	\$ 2,500.00	\$ 370.66	\$ 3,706.60	\$ 368.00	\$ 3,680.00	\$ 905.80	\$ 9,058.00	\$ 370.00	\$ 3,700.00
28	2-INCH ISOLATION GATE VALVE	3	EA	\$ 400.00	\$ 1,200.00	\$ 440.15	\$ 1,320.45	\$ 437.00	\$ 1,311.00	\$ 781.33	\$ 2,343.99	\$ 440.00	\$ 1,320.00
29	2-INCH SCH. 40 PVC CULINARY IRRIGATION MAINLINE	1,475	LF	\$ 10.00	\$ 14,750.00	\$ 19.11	\$ 28,187.25	\$ 18.98	\$ 27,995.50	\$ 17.84	\$ 26,314.00	\$ 20.00	\$ 29,500.00
30	RECONNECT EXISTING DRIP VALVES	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 9,266.36	\$ 9,266.36	\$ 9,200.00	\$ 9,200.00	\$ 8,526.00	\$ 8,526.00	\$ 9,280.00	\$ 9,280.00
31	REMOVE SUBSURFACE CLAY LAYER (CONTINGENCY BASIS)	2,500	CY	\$ 20.00	\$ 50,000.00	\$ 20.33	\$ 50,825.00	\$ 48.84	\$ 122,100.00	\$ 54.41	\$ 136,025.00	\$ 14.00	\$ 35,000.00
<b>TOTAL BASE BID</b>				<b>\$ 2,528,162.00</b>	<b>TOTAL</b>	<b>\$ 2,396,357.99</b>	<b>TOTAL</b>	<b>\$ 2,940,705.47</b>	<b>TOTAL</b>	<b>\$ 3,371,435.13</b>	<b>TOTAL</b>	<b>\$ 3,663,846.80</b>	

**ADDITIVE ALTERNATE 1 - CONCRETE FLATWORK AROUND FIELDS 1&2**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	ENGINEERS ESTIMATE		INTERSTATE ROCK PRODUCTS		ADP LEMCO		TARKETT FIELD TURF		PROGRESSIVE CONTRACTING	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
A1-1	MOBILIZATION & DEMOBILIZATION	1	LS	\$ 31,200.00	\$ 31,200.00	\$ 14,748.53	\$ 14,748.53	\$ 17,250.00	\$ 17,250.00	\$ 57,180.00	\$ 57,180.00	\$ 51,000.00	\$ 51,000.00
A1-2	TRAFFIC CONTROL & SITE SECURITY	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 991.21	\$ 991.21	\$ 1,725.00	\$ 1,725.00	\$ 3,801.00	\$ 3,801.00	\$ 5,800.00	\$ 5,800.00
A1-3	TEMPORARY CONTROLS & PERMITTING	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 516.85	\$ 516.85	\$ 575.00	\$ 575.00	\$ 35,544.00	\$ 35,544.00	\$ 7,540.00	\$ 7,540.00
A1-4	REMOVE EXISTING CONCRETE OR ASPHALT	95	SF	\$ 6.00	\$ 570.00	\$ 6.46	\$ 613.70	\$ 1,380.00	\$ 131,100.00	\$ 5.54	\$ 526.30	\$ 12.00	\$ 1,140.00
A1-5	REMOVE & STOCKPILE SAND (10" DEPTH)	353	CY	\$ 15.00	\$ 5,295.00	\$ 11.71	\$ 4,133.63	\$ 18.26	\$ 6,445.78	\$ 18.46	\$ 6,516.38	\$ 14.00	\$ 4,942.00
A1-6	REMOVE & RELOCATE IRRIGATION VALVES	5	EA	\$ 250.00	\$ 1,250.00	\$ 2,895.74	\$ 14,478.70	\$ 2,875.00	\$ 14,375.00	\$ 2,715.00	\$ 13,575.00	\$ 2,900.00	\$ 14,500.00
A1-7	REMOVE & RELOCATE SIGN	5	EA	\$ 250.00	\$ 1,250.00	\$ 270.15	\$ 1,350.75	\$ 1,035.00	\$ 5,175.00	\$ 651.60	\$ 3,258.00	\$ 580.00	\$ 2,900.00
A1-8	RELOCATE TRASH BIN	4	EA	\$ 250.00	\$ 1,000.00	\$ 193.28	\$ 773.12	\$ 575.00	\$ 2,300.00	\$ 543.00	\$ 2,172.00	\$ 696.00	\$ 2,784.00
A1-9	REMOVE & SALVAGE SPLIT RAIL FENCE	512	LF	\$ 7.00	\$ 3,584.00	\$ 3.76	\$ 1,925.12	\$ 3.74	\$ 1,914.88	\$ 3.53	\$ 1,807.36	\$ 4.00	\$ 2,048.00
A1-10	REMOVE & SALVAGE BOLLARD POST	2	EA	\$ 200.00	\$ 400.00	\$ 386.57	\$ 773.14	\$ 575.00	\$ 1,150.00	\$ 298.50	\$ 597.00	\$ 1,000.00	\$ 2,000.00
A1-11	REMOVE & RELOCATE BOULDER SEAT WALL	20	LF	\$ 160.00	\$ 3,200.00	\$ 104.25	\$ 2,085.00	\$ 115.00	\$ 2,300.00	\$ 81.45	\$ 1,629.00	\$ 116.00	\$ 2,320.00
A1-12	REMOVE MISCELLANEOUS SHRUBS AND TREES	5	EA	\$ 200.00	\$ 1,000.00	\$ 154.63	\$ 773.15	\$ 287.50	\$ 1,437.50	\$ 358.20	\$ 1,791.00	\$ 23.00	\$ 115.00
A1-13	LOWER & CAP EXISTING 8-INCH STORM DRAIN CLEANOUT	2	EA	\$ 250.00	\$ 500.00	\$ 443.46	\$ 886.92	\$ 74.75	\$ 149.50	\$ 211.50	\$ 423.00	\$ 3,480.00	\$ 6,960.00
A1-14	REMOVE EXISTING 10-INCH PLASTIC DRAIN GRATE	3	EA	\$ 50.00	\$ 150.00	\$ 77.31	\$ 231.93	\$ 138.00	\$ 414.00	\$ 431.33	\$ 1,293.99	\$ 232.00	\$ 696.00
A1-15	NDS 8-INCH ROUND CAST IRON GRATE	3	EA	\$ 200.00	\$ 600.00	\$ 511.39	\$ 1,534.17	\$ 402.50	\$ 1,207.50	\$ 975.67	\$ 2,927.01	\$ 3,000.00	\$ 9,000.00
A1-16	EARTHWORK (SITE WORK AROUND FIELDS 1&2)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 5,589.88	\$ 5,589.88	\$ 32,200.00	\$ 32,200.00	\$ 6,044.00	\$ 6,044.00	\$ 84,000.00	\$ 84,000.00
A1-17	4-INCH CONCRETE FLATWORK W/ BASE	4,327	SF	\$ 7.00	\$ 30,289.00	\$ 7.40	\$ 32,019.80	\$ 8.28	\$ 35,827.56	\$ 8.93	\$ 38,640.11	\$ 8.00	\$ 34,616.00
A1-18	5-INCH REINFORCED CONCRETE FLATWORK W/ BASE	9,378	SF	\$ 14.00	\$ 131,292.00	\$ 11.75	\$ 110,191.50	\$ 10.41	\$ 97,624.98	\$ 11.82	\$ 110,847.96	\$ 11.00	\$ 103,158.00
A1-19	10-FOOT WIDE CONCRETE STAIRWAY W/ HANDRAIL W/ BASE	3	EA	\$ 15,000.00	\$ 45,000.00	\$ 16,961.91	\$ 50,885.73	\$ 4,542.50	\$ 13,627.50	\$ 7,476.33	\$ 22,428.99	\$ 6,000.00	\$ 18,000.00
A1-20	FLAGSTONE PATH	204	SF	\$ 4.00	\$ 816.00	\$ 12.74	\$ 2,598.96	\$ 12.65	\$ 2,580.60	\$ 11.95	\$ 2,437.80	\$ 13.00	\$ 2,652.00
A1-21	BOULDER RETAINING WALL	170	LF	\$ 200.00	\$ 34,000.00	\$ 104.25	\$ 17,722.50	\$ 78.20	\$ 13,294.00	\$ 111.03	\$ 18,875.10	\$ 79.00	\$ 13,430.00
A1-22	SPLIT RAIL FENCE W/ STEEL FABRIC	1,024	LF	\$ 24.00	\$ 24,576.00	\$ 29.55	\$ 30,259.20	\$ 29.34	\$ 30,044.16	\$ 28.24	\$ 28,917.76	\$ 30.00	\$ 30,720.00
A1-23	4-INCH SCH. 40 PVC SLEEVE	444	LF	\$ 15.00	\$ 6,660.00	\$ 13.90	\$ 6,171.60	\$ 13.80	\$ 6,127.20	\$ 14.12	\$ 6,269.28	\$ 14.00	\$ 6,216.00
A1-24	6-INCH SCH. 40 PVC SLEEVE	116	LF	\$ 18.00	\$ 2,088.00	\$ 18.53	\$ 2,149.48	\$ 18.40	\$ 2,134.40	\$ 19.54	\$ 2,266.64	\$ 19.00	\$ 2,204.00
<b>TOTAL ADDITIVE ALTERNATE 1</b>				<b>\$ 342,720.00</b>	<b>\$ 342,720.00</b>	<b>TOTAL</b>	<b>\$ 303,404.57</b>	<b>TOTAL</b>	<b>\$ 420,979.56</b>	<b>TOTAL</b>	<b>\$ 369,768.68</b>	<b>TOTAL</b>	<b>\$ 408,741.00</b>

**ADDITIVE ALTERNATE 2 - FIELD 3**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	ENGINEERS ESTIMATE		INTERSTATE ROCK PRODUCTS		ADP LEMCO		TARKETT FIELD TURF		PROGRESSIVE CONTRACTING	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
A2-1	MOBILIZATION & DEMOBILIZATION	1	LS	\$ 106,800.00	\$ 106,800.00	\$ 14,748.53	\$ 14,748.53	\$ 17,250.00	\$ 17,250.00	\$ 105,242.00	\$ 105,242.00	\$ 182,000.00	\$ 182,000.00
A2-2	TRAFFIC CONTROL & SITE SECURITY	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,915.06	\$ 8,915.06	\$ 4,025.00	\$ 4,025.00	\$ 3,631.00	\$ 3,631.00	\$ 5,800.00	\$ 5,800.00
A2-3	TEMPORARY CONTROLS & PERMITTING	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,145.30	\$ 5,145.30	\$ 1,725.00	\$ 1,725.00	\$ 105,785.00	\$ 105,785.00	\$ 6,960.00	\$ 6,960.00
A2-4	REMOVE EXISTING CONCRETE OR ASPHALT	386	SF	\$ 6.00	\$ 2,316.00	\$ 2.28	\$ 880.08	\$ 1.44	\$ 555.84	\$ 6.30	\$ 2,431.80	\$ 12.00	\$ 4,632.00
A2-5	REMOVE EXISTING 6-INCH IRRIGATION MAIN	756	LF	\$ 5.00	\$ 3,780.00	\$ 14.24	\$ 10,765.44	\$ 9.78	\$ 7,393.68	\$ 6.17	\$ 4,664.52	\$ 5.00	\$ 3,780.00
A2-6	REMOVE CHAINLINK FENCE W/ CURB, SALVAGE CHAINLINK MESH	1,200	LF	\$ 15.00	\$ 18,000.00	\$ 4.17	\$ 5,004.00	\$ 10.06	\$ 12,072.00	\$ 4.26	\$ 5,112.00	\$ 3.00	\$ 3,600.00
A2-7	REMOVE IRRIGATION SYSTEM AND CAP LATERALS	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 2,647.32	\$ 2,647.32	\$ -	\$ -	\$ 3,197.00	\$ 3,197.00	\$ 13,920.00	\$ 13,920.00
A2-8	ORGANICS AND OFF-HAUL (PLAN QTY)	518	CY	\$ 15.00	\$ 7,770.00	\$ 22.66	\$ 11,737.88	\$ 21.37	\$ 11,069.66	\$ 66.29	\$ 34,338.22	\$ 14.00	\$ 7,252.00
A2-9	EARTHWORK (FIELD 3 & SITE WORK)	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 24,939.37	\$ 24,939.37	\$ 40,250.00	\$ 40,250.00	\$ 494,678.00	\$ 494,678.00	\$ 77,920.00	\$ 77,920.00
A2-10	PF - 12"X12" CURB W/ TURF NAILER BOARD	1,204	LF	\$ 30.00	\$ 36,120.00	\$ 38.10	\$ 45,872.40	\$ 48.30	\$ 58,153.20	\$ 52.55	\$ 63,270.20	\$ 400.00	\$ 481,600.00
A2-11	PF - 8-INCH NON-PERFORATED CHDPE STORM DRAIN PIPE	30	LF	\$ 45.00	\$ 1,350.00	\$ 54.17	\$ 1,625.10	\$ 33.93	\$ 1,017.90	\$ 68.20	\$ 2,046.00	\$ 244.00	\$ 7,320.00
A2-12	PF - 8-INCH PERFORATED CHDPE STORM DRAIN PIPE	1,121	LF	\$ 45.00	\$ 50,445.00	\$ 54.17	\$ 60,724.57	\$ 54.63	\$ 61,240.23	\$ 18.48	\$ 20,716.08	\$ 244.00	\$ 273,524.00
A2-13	PF - 8-INCH TEE CONNECTION	1	EA	\$ 500.00	\$ 500.00	\$ 443.46	\$ 443.46	\$ 690.00	\$ 690.00	\$ 362.00	\$ 362.00	\$ 1,600.00	\$ 1,600.00
A2-14	PF - 24-INCH ROUND CONCRETE DRAIN BASIN	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,158.40	\$ 3,158.40	\$ 5,290.00	\$ 5,290.00	\$ 2,727.00	\$ 2,727.00	\$ 3,700.00	\$ 3,700.00
A2-15	PF - 6-INCH THICK AGGREGATE BASE STONE	85,100	SF	\$ 2.00	\$ 170,200.00	\$ 1.45	\$ 123,395.00	\$ 1.59	\$ 135,309.00	\$ 2.16	\$ 183,816.00	\$ 3.65	\$ 310,615.00
A2-16	PF - SHOCK / DRAIN PAD	85,100	SF	\$ 1.75	\$ 148,925.00	\$ 1.27	\$ 108,077.00	\$ 1.28	\$ 108,928.00	\$ 1.16	\$ 98,716.00	\$ 1.55	\$ 131,905.00
A2-17	PF - SYNTHETIC TURF & SAND/RUBBER INFILL	85,100	SF	\$ 5.75	\$ 489,325.00	\$ 4.97	\$ 422,947.00	\$ 6.08	\$ 517,408.00	\$ 4.69	\$ 399,119.00	\$ 4.60	\$ 391,460.00
A2-18	PF - STRIPING (FIELD 3)	1	LS	\$ 16,000.00	\$ 16,000.00	\$ 35,066.22	\$ 35,066.22	\$ 4,025.00	\$ 4,025.00	\$ 1.00	\$ 1.00	\$ 9,100.00	\$ 9,100.00
A2-19	PF - REMOVABLE SOCCER CORNER FLAGS	4	EA	\$ 500.00	\$ 2,000.00	\$ 144.79	\$ 579.16	\$ 103.50	\$ 414.00	\$ 932.50	\$ 3,730.00	\$ 522.00	\$ 2,088.00
A2-20	SPLIT RAIL FENCE W/ STEEL FABRIC	1,162	LF	\$ 24.00	\$ 27,888.00	\$ 29.55	\$ 34,337.10	\$ 29.34	\$ 34,093.08	\$ 27.71	\$ 32,199.02	\$ 30.00	\$ 34,860.00
A2-21	QUICK COUPLER	6	EA	\$ 250.00	\$ 1,500.00	\$ 370.66	\$ 2,223.96	\$ -	\$ -	\$ 1,065.67	\$ 6,394.02	\$ 370.00	\$ 2,220.00
A2-22	2-INCH ISOLATION GATE VALVE	1	EA	\$ 350.00	\$ 350.00	\$ 440.15	\$ 440.15	\$ 437.00	\$ 437.00	\$ 2,664.00	\$ 2,664.00	\$ 440.00	\$ 440.00
A2-23	2-INCH SCH. 40 PVC CULINARY IRRIGATION MAINLINE	1,260	LF	\$ 9.00	\$ 11,340.00	\$ 19.11	\$ 24,078.60	\$ 18.98	\$ 23,914.80	\$ 19.18	\$ 24,166.80	\$ 20.00	\$ 25,200.00
A2-24	6-INCH PVC SDR21 PURPLE PIPE IRRIGATION MAINLINE	356	LF	\$ 50.00	\$ 17,800.00	\$ 54.34	\$ 19,345.04	\$ 36.80	\$ 13,100.80	\$ 27.71	\$ 9,864.76	\$ 72.00	\$ 25,632.00
A2-25	4-INCH SCH. 40 PVC SLEEVE	180	LF	\$ 15.00	\$ 2,700.00	\$ 13.90	\$ 2,502.00	\$ 13.80	\$ 2,484.00	\$ 15.98	\$ 2,876.40	\$ 14.00	\$ 2,520.00
<b>TOTAL ADDITIVE ALTERNATE 2</b>				<b>\$ 1,175,109.00</b>	<b>\$ 1,175,109.00</b>	<b>\$ 969,598.14</b>	<b>\$ 969,598.14</b>	<b>\$ 1,060,846.19</b>	<b>\$ 1,060,846.19</b>	<b>\$ 1,611,747.82</b>	<b>\$ 1,611,747.82</b>	<b>\$ 2,009,648.00</b>	<b>\$ 2,009,648.00</b>
<b>GRAND TOTAL</b>				<b>\$ 4,045,991.00</b>	<b>\$ 4,045,991.00</b>	<b>\$ 3,669,360.70</b>	<b>\$ 3,669,360.70</b>	<b>\$ 4,422,531.22</b>	<b>\$ 4,422,531.22</b>	<b>\$ 5,352,951.63</b>	<b>\$ 5,352,951.63</b>	<b>\$ 6,082,235.80</b>	<b>\$ 6,082,235.80</b>

Amounts in **RED** were corrected based on calculation errors and/or total amounts per the Information For Bidders section 8.



BIDDER DOCUMENT REVIEW

ITEM	INTERSTATE ROCK PRODUCTS		ADP LEMCO		TARKETT / FIELDTURF USA		PROGRESSIVE CONTRACTING	
DESCRIPTION	SUBMITTED / COMMENT		SUBMITTED / COMMENT		SUBMITTED / COMMENT		SUBMITTED / COMMENT	
Bid Form	X	Acknowledged Addendum No. 1	X	Acknowledged Addendum No. 1	X	Acknowledged Addendum No. 1	X	Acknowledged Addendum No. 1
Bid Schedule	X	See bid tabulation	X	See bid tabulation	X	See bid tabulation	X	See bid tabulation
Bidder's General Information	X	Included	X	Included	X	Included	X	Included
Bidders Qualifications Contractor's License	X	UT #227139-5501 Business License #00163500. Waiting to receive 2023 license.	X	UT #1215562-5501 Business License #1178478-0142 Draper, Utah		UT #7330453-5501 Business License # Missing	X	UT #249391-5501 Business License #00317749
Bidders Qualifications Work in Progress	X	Limit: \$60M Current: \$11.9M		Limit: \$0 Current: \$0		Limit: \$0 Current: \$123M	X	Limit: \$1,190,000 Current: \$13M
Bidders Qualifications List of Projects	X	Numerous projects with applicable information.		Limited	X	Numerous projects with applicable information.	X	Numerous projects with applicable information.
Artificial Turf Play Field Installer's License	X	Under general contractor.	X	Under general contractor.	X	Under general contractor.	X	Under general contractor.
Fine Grading Contractor's License	X	Under general contractor.	X	Under general contractor.	X	Under general contractor.	X	Under general contractor.
Artificial Turf Play Field Installer's List of Projects, References, Turf Types/Brands Installed	X	Numerous projects with applicable information. Many installations in Nevada with references listed. A few installations in Utah and Arizona. Many soccer installations. Most installations over 50,000 sf.		Limited projects provided though say have been involved in hundreds of projects the last 5 years. Provided projects from Iceland and Tennessee, but nothing local. Have installed the following brands: Shaw Sports Turf, Sprinturf, AstroTurf, Tarkett, ACT Global, Polytan, and more. A few references shown.	X	Multiple projects in Utah and surrounding states, but not sure when all projects were completed. References included.		Missing
Fine Grading Contractor's List of Projects, References, Utah Work	X	Numerous projects with applicable information. Many installations in Nevada with references listed. A few installations in Utah and Arizona. Many soccer installations. Most installations over 50,000 sf.		Hawker Enterprises built the bases for all high schools in St. George area. Other than that provided limited projects. A few references shown.	X	Multiple projects in Utah and surrounding states, but not sure when all projects were completed. References included.		Missing
Meet Other Artificial Turf and Grading Requirements	X	Appears to meet requirements.		???	X	Appears to meet requirements.		???
List of Subcontractors / Suppliers	X	Sprinturf, Taylor Made Fence, Hansens Landscaping	X	Snow Canyon Construction, Hawker Enterprises, Ananta Turf, Taylor Made Fencing, Hansens Landscaping	X	Certified FieldTurf Partner	X	Snow Canyon Contractors, Sprinturf, Taylor Made Fencing, Hansens Landscaping
Bid Bond	X	Travelers Casualty & Surety Company of America	X	Atlantic Specialty Insurance Company	X	Federal Insurance Company	X	Employers Mutual Casualty Company
Certification of Legal Work Status	X	Included		Missing	X	Included, but changed the location to "Province of Quebec" instead of Utah.	X	Included





**Agenda Date:** 03/02/2023

**Agenda Item Number:** 3b

**Subject:**

Consider approval of an amended Reimbursement Agreement for 1100 West Sewer Line Extension with David Adams.

**Item at-a-glance:**

Staff Contact: Scott Taylor

Applicant Name: Water Services Dept.

Reference Number: .

Address/Location:

1100 W

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

The City Council recently approved a reimbursement agreement with David Adams for the extension of approximately 600 L.F. of sewer line in 1100 W. Street. Several of the neighbors in the area participated in the extension of the sewer line so that they could connect to the City sewer system when their septic systems fail. The City participated in the cost of the project as there is a benefit to the City to eliminate septic fields within the City. This amendment to the agreement includes accounting for the sewer impact fees as part of the City's participation to the project.

**Staff Narrative (need/purpose):**

Each year, the City budgets some funds to contribute and participate in sewer line extension to areas that are currently served by private septic systems. There is a benefit to the City to be able to connect these homes to the City's sewer system and eliminate their private septic systems. As part of the City's contribution to these projects, the sewer impact fees will be waived for those homeowners who participated in the cost of the project.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:**

Cost for the agenda item: \$41,860

Amount approved in current FY budget for item: \$50,000

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

Description of funding source:

Wastewater user rates

**Recommendation (Include any conditions):**

Staff recommends approval of the amended reimbursement agreement.





**CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT  
FOR 1100 WEST SEWER EXTENSION WITH DAVID ADAMS  
(Developer Construct-City Reimburse Developer)**

THIS AGREEMENT is entered into this \_\_\_\_ of \_\_\_\_\_, 2023 by and between the City of St. George, a Utah municipal corporation, (“CITY”), and David Adams, a Individual (“Developer”). City and Developer are herein collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, Developer owns property at 1140 North 1100 West, St. George, Utah (the “Property”); and

WHEREAS, Developer has contacted his neighbors and desires to construct a sewer line extension and desires the City participation; and

WHEREAS, project includes 2 manholes and 600’ of sewer with laterals; and

WHEREAS, the City historically participates 50% of the cost in these projects to provide sewer to existing houses that are currently on septic tanks and additionally will waive or include with the city’s portion the impacts fees for the houses being connected as part of this agreement; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT.** The project includes the installation of 600’ of sewer and associated appurtenances including asphalt replacement, manholes, laterals, trenching, backfill as necessary to install a functioning sewer. The developer will contract with a contractor to complete the work and the City’s only responsibility will be the Engineering(already complete) and reimbursement of 50% of the total costs.

2. **REIMBURSEMENT.** Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of 50% of the total cost of \$83,360 not to exceed \$41,680. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City. The impact fees for the houses connected as part of this project are not included in the 50% reimbursement.
3. **REPRESENTATIVES.** The representative for the City for this Project will be Kade Bringhurst. The representative for Developer will be David Adams.
4. **EXHIBITS.** All exhibits attached hereto are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS.** All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.
7. **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 and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.
8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes

of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction or injury or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend City.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to, or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, 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.
12. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, 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. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	OWNER:	David Adams 1140 North 1100 West ST. George, Utah 84770
Attention:	Kade Bringhurst	Attention:	David Adams

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless



written notice is given by either party of a change of address.

14. **SUCCESSORS AND ASSIGNS.** Developer 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.
15. **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.
16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **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.
18. **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.
19. **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.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

CITY: CITY OF ST. GEORGE

\_\_\_\_\_

OWNER: David Adams

\_\_\_\_\_

Michele Randall, Mayor

David Adams

Attest:

Approved as to form:

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Christina Fernandez, City Recorder

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Jami Brackin, Deputy City Attorney





**Agenda Date:** 03/02/2023

**Agenda Item Number:** 3C

**Subject:**

Consider approval of a Professional Services Agreement with Airport IFE Services, Inc for the AIP-44 Project - South Apron & Taxiway Project - Phase II Construction.

**Item at-a-glance:**

Staff Contact: Richard Stehmeier

Applicant Name: City of St George

Reference Number: NA

Address/Location:

4508 S. Airport Pkwy, #1

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

This is a PSA for Airport IFE Service to do an independent fee estimate for the South Apron & Taxiway Project - Phase II Construction that will be funded by a Bipartisan Infrastructure Law Grant (BILS). As per FAA requirements, any project estimated over one million dollars needs to have an independent fee estimate for the project. This PSA will fulfill this requirement.

**Staff Narrative (need/purpose):**

This project will consist of doing an independent fee estimate for the South Taxiway & Apron Project - Phase II Construction

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:**

Cost for the agenda item: \$2,450

Amount approved in current FY budget for item: \$1,893,231

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

BILS Grant

Description of funding source:

This project has not been bid out yet. This project will be paid for using BILS funds. These funds will be given in grant form every year and we will receive approximately \$1.6 million each year for 5 years. For any project over one million dollars, an independent fee estimate is required by FAA. Airport IFE Services will be doing the IFE for this project.

**Recommendation (Include any conditions):**

Staff recommends approval





**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT  
FOR AIRPORT SOUTH TAXIWAY & APRON PROJECT-PHASE II CONSTRUCTION WITH  
AIRPORT IFE SERVICES, INC.**

This Agreement is made and entered into this \_\_\_\_\_, 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 Airport IFE Services, Inc., with offices at 28616 N Regal Road, , Chattaroy, WA 99003 (hereinafter called “CONSULTANT”).

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide construction services including construction administration phase, post-construction phase, on-site construction coordination phase for the Airport South Taxiway & Apron Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal 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. **EMPLOYMENT OF CONSULTANT.**
  - a. CONSULTANT is a professional Engineer 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.
  - b. 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.
  - c. 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 § 1324a. 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 § 1324a, 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 § 1324a 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 as well as 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.

- d. 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.
- e. 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.
- f. 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, disability or marital status in its employment practices.
- g. 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.
- h. 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.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 50% of the services provide 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.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. 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.
- b. CONSULTANT shall furnish all of the materials, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. 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.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. 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.
- c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that 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 actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

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

- a. 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.
- b. In executing the request for payment, CONSULTANT shall attest those subcontractors involved with prior requests for payment have been paid, 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.
- c. 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.

- d. 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 and reasonable attorneys' fees.
- e. 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.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. 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.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. 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.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that 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.
- b. 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.
- c. 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.**

- a. 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.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. 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.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs 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.
- b. 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.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. 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.
- e. 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.
- f. 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 to be the 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 to be employees of CONSULTANT.
- g. 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.**

- a. **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.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his 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.
- c. **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:
  - i. The name and address of the insured.
  - ii. CITY shall be named as a Certificate Holder.
  - iii. 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.
  - iv. The location of the operations to which the insurance applies.
  - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
  - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
  - vii. 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.
  - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
  - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
  - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's 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 Worker's Compensation Insurance. The insurance shall include:
  - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
  - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
  - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
  - i. 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, his 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.
- ii. The Insurance Endorsement shall evidence such provisions.
  - iii. The minimum commercial general liability insurance shall be as follows:
    - 1. 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.
    - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars.
    - 3. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.
  - iv. Such policy shall include each of the following coverages:
    - 1. Comprehensive form.
    - 2. Premises - operations.
    - 3. Explosion and collapse hazard.
    - 4. Underground hazard.
    - 5. Product/completed operations hazard.
    - 6. Contractual insurance.
    - 7. Broad form property damage, including completed operations.
    - 8. Independent contractors for vicarious liability.
    - 9. Personal injury.
    - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
  - f. **PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:**
    - i. 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.
    - ii. 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, his 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.
    - iii. If Professional Liability coverages are written on a claims-made form:
      - 1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
      - 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
      - 3. 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.
      - 4. A copy of the policy must be submitted to CITY for review.
  - g. **BUSINESS AUTOMOBILE COVERAGE:**
    - i. 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.

- ii. Such business automobile insurance shall include each of the following types:
  - 1. Comprehensive form, including loading and unloading.
  - 2. Owned.
  - 3. Hired.
  - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. 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 attorneys and other professionals and all court or other dispute resolution costs for:
  - i. 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;
  - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
  - iii. 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.
- b. 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, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. 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.

13. **DOCUMENTS.**

- a. 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 of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.**

- a. 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.
- b. 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.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

c. 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.**

a. 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.

b. 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.

c. 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	CONSULTANT:	Airport IFE Services, Inc.
	175 East 200 North		28616 N Regal Road
	St. George, Utah 84770		Chattaroy, WA 99003
Attention:	Richard Stehmeier	Attention:	Lewis J. Lott, PE

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 agree 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.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, 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. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
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 executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
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: CITY OF ST. GEORGE

OWNER: AIRPORT IFE SERVICES, INC.

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Lewis J. Lott, PC

Attested:

Approved as to form:

\_\_\_\_\_  
Christina Fernandez, City Recorder

\_\_\_\_\_  
Jami R. Brackin, Deputy City Attorney

**AIRPORT IFE SERVICES, INC.**

115 Blevins Road  
Roan Mountain, TN 37687  
801-560-6877  
AIRPORTIFE.COM

February 14, 2023  
Richard Stehmeier C.M., Airport Manager  
St George Regional Airport  
4508 South Airport Parkway #1  
St George, UT 84790

**RE: St George Regional Airport  
South Apron and Taxiway Phase II Construction Project  
Construction Phase Services  
AIP Project No. 3-49-0060-044-2023  
Independent Fee Estimate (IFE) Proposal**

Dear Mr. Stehmeier:

I have reviewed the project scope of work (SOW) for professional services for the above referenced project which I received yesterday February 13, 2023.

Airport IFE Services, Inc. can complete the St George Regional Airport's IFE consisting of the Construction Services shown in the Scope of Work for a lump sum of \$2,450.00. Completion will be on or before February 22, 2023, if approval to proceed is received on or before February 15, 2023.

In addition to the review I include in my services for the lump sum to be available during or after the consultant negotiations, to review any items which might need additional attention. We do not invoice until our IFE information meets your needs.

Airport IFE Services, Inc. thanks you for the opportunity to submit our IFE proposal to again assist the St George Regional Airport. I am available at 801-560-6877 or [LewLott@AirportIFE.com](mailto:LewLott@AirportIFE.com) if you have any questions.

I look forward to hearing from you.

Sincerely,  
AIRPORT IFE SERVICES, INC.

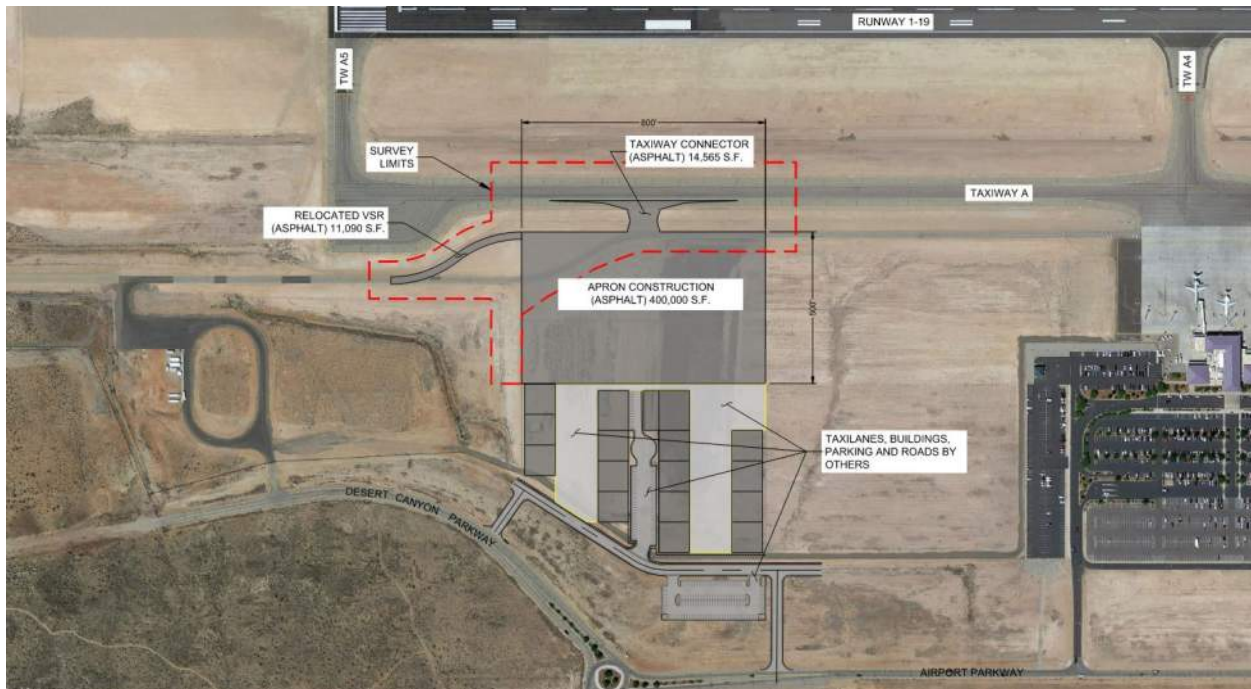
*Lewis J Lott*

Lewis J Lott, P.E.

**SCOPE OF WORK  
FOR  
ST. GEORGE REGIONAL AIRPORT  
St. George, Utah  
AIP Project No. 3-49-0060-044-2023  
South Apron and Taxiway - Phase II Construction**

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated September 23, 2021, between City of St. George, Utah, and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the St. George Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately \$5,300,000. This budget does not include administrative, legal, or professional fees.

This project shall consist of the construction administration phase, post-construction coordination phase, on-site construction coordination phase for the South Apron and Taxiway - Phase II Construction Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



**EXHIBIT NO. 1**

**DESCRIPTION**

This project will consist of constructing a new aircraft parking apron and a new taxiway connector from Taxiway A to the apron. The apron will be 800-feet long by 500-feet wide. The existing vehicle service road will be realigned on the south side of the new apron. The apron and taxiway will provide airside parking and infrastructure for an FBO development. A second FBO has entered into an agreement with the Sponsor and has signed a lease on the property to the east of the new apron as shown on the project exhibit.



The engineering fees for this project will be **Part B-Special Services** which consists of the 1) construction administration phase, 2) post-construction coordination phase (invoiced on a lump sum basis) and, 3) on-site construction coordination phase. Also included are direct subcontract costs for quality assurance testing verification during construction, an environmental survey prior to construction start and post construction pipe inspections for Item D-701. The three Part B phases are described in more detail below.

### **1.0 Construction Administration Phase**

**1.01 Coordinate and Attend Meetings with the Sponsor and FAA.** Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed project schedule and review environmental component(s). It is anticipated that there will be up to two meetings with the Sponsor and/or the FAA throughout the course of the project construction.

**1.02 Prepare Project Scope of Work and Contract.** This task includes establishing the scope of work. Fees shall be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

**1.03 Prepare Construction Contract and Documents.** In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

**1.04 Provide Project Coordination.** The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

**1.05 Review Environmental Documentation.** This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

**1.06 Coordinate Quality Assurance Testing.** This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

**1.07 Prepare/Conduct Pre-Construction Meeting.** The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors and airport tenants affected by the project.

**1.08 Prepare/Submit Construction Management Plan.** This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

**1.09 Review Contractor's Safety Plan Compliance Document.** This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

**1.10 Prepare Requests for Reimbursement.** This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be eight RFRs for expenses incurred during the construction and closeout phase of the project.

**1.11 Perform Site Visits During Construction.** The Project Manager shall make on-site visits, as required, throughout the duration of the project. As of now, it is estimated that the Project Manager will be required to make a minimum of ten site visits to the project.

TASK 1 DELIVERABLES	TO FAA	TO SPONSOR
1.01 Scoping Meeting Minutes and Schedule	✓	
1.02 Construction SOW and Contract	✓	✓
1.03 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
1.03 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
1.04 Change Orders/Supplemental Agreements	✓	✓
1.04 Monthly Invoice and Monthly PSR		✓
1.04 Pay Request Review Documentation		✓
1.04 Quarterly Performance Reports	✓	✓
1.04 Weekly/Monthly Reports	✓	✓
1.07 Pre-Construction Agenda and Meeting Minutes	✓	✓
1.08 Construction Management Plan	✓	✓
1.09 Review and Approval of SPCD and Final SPCD	✓	✓
1.10 Request for Reimbursement	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Project Scoping Meeting	a) St. George, Utah - One (1) Office Manager, one Senior Consultant and one (1) Project Manager IV - Assume two (2) hours via teleconference (1 meeting)
1.07 Conduct Pre-Construction Meeting	b) St. George, Utah - One (1) Project Manager IV and one (1) Construction Manager II - Assume half day site visit - Assume travel to/from the St. George Aviation office to SGU for the meeting
1.11 Perform Site Visits During Construction	c) St. George, UT - One (1) Project Manager IV - Assume half day site visit (10 site visits) with travel to/from the St. George Aviation office to SGU for each site visit

**2.0 Post Construction Coordination Phase**

**2.01 Prepare Final Testing Report.** The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

**2.02 Coordinate and Perform Final Surveys.** The Engineer will perform an as-built survey that includes the following tasks:

The Engineer will submit all required as-built data of the apron and taxiway to the FAA Airports Data and Information Portal (ADIP) website in accordance with FAA AC 150/5300-18 (Current Edition), *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*. The Engineer shall create a Project on the ADIP system and upload the necessary files for acceptance in ADIP. This includes preparation of a project Statement of Work, Survey and Quality Control Plan, and Final Project Report that will be in compliance with ADIP submission standards and will be reviewed by the National Geodetic Survey (NGS). It is understood that new airport imagery will not be required for

this project. The As-Built Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

**2.03 Prepare Clean-up Item List.** The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

**2.04 Conduct Final Inspection.** The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

**2.05 Prepare Engineering Record Drawings.** The Engineer will prepare the record drawings indicating modifications made during construction. The recorded drawings will be provided to the FAA electronically.

**2.06 Prepare Final Construction Report.** The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

**2.07 Prepare DBE Uniform Report.** The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

**2.08 Update and Modify Airport Layout Plan (ALP).** The Sponsor will provide AutoCad files of the ALP sheets and the Engineer will update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the Sponsor and ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval and signature.

**2.09 Summarize Project Costs.** The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

TASK 2 DELIVERABLES	TO FAA	TO SPONSOR
2.01 Final Testing Report	✓	✓
2.02 ADIP Features	✓	✓
2.02 As-Built Survey	✓	
2.03 Clean-up List	✓	✓
2.04 Punchlists	✓	✓
2.05 Record Drawings	✓	✓
2.06 Final Construction Report	✓	✓
2.07 DBE Uniform Report	✓	✓
2.08 Updated ALP	✓	✓
2.09 Project Cost Summary	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.02 As-Built Survey	d) St. George, Utah - One (1) Surveyor - Assume full day site visit (1 site visit) - Assume travel to/from Denver, Colorado to St. George, Utah with two (1) overnight stays for Surveyor for the survey
2.05 Conduct Final Inspection	e) St. George, Utah - One (1) Project Manager IV and one (1) Construction Manager II - Assume half day site visit

	with travel to/from Aviation office to SGU for Project Manager and Construction Manager
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### **3.0 On-Site Construction Coordination Phase**

This phase will consist of providing one full time Construction Manager, supported by one full-time Field Engineer during paving operations. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take 70 working days to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

**3.01 Provide Resident Engineering.** The Construction Manager and Field Engineer will work approximately 12 hours per day. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift and that total on-site inspection time is anticipated to be 70 working days for the Construction Manager and 15 working days for the Field Engineer. It is assumed that the Contractor will work five (5) days a week during the construction period resulting in 70 working days.

The following tasks will be performed during the course of a typical day's shift during construction:

- a. Per *FAA AC 150/5370-10* (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a quality assurance and quality control workshop when paving operations are anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be conducted by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control and any other necessary parties. Paving operations will not be permitted prior to this meeting's occurrence. Other meetings may be required to resolve specific material quality, production and/or placement issues.
- b. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- c. Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- d. Coordinate, review and provide a response to construction and general project Request for Information (RFIs).
- e. Prepare and process change orders.
- f. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- g. Review and coordinate revisions by the Contractor for quality control and quality assurance testing firm submittals performed as part of the quality assurance testing required by the project specifications.

- h. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- i. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- j. Maintain daily logs of the construction activities for the duration of time on site which includes the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD.
- k. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- l. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA and the office following the week of actual construction activities performed. Verify each week that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- m. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 3 DELIVERABLES	TO FAA	TO SPONSOR
3.01a Coordinate and Attend Quality Assurance/Quality Control Workshop	✓	✓
3.01b Coordinate Submittal Reviews		✓
3.01d Coordinate RFIs		✓
3.01e Change Orders	✓	✓
3.01f Payroll Reviews		✓
3.01g Quality Assurance/Quality Controls Results Compilation	✓	✓
3.01i Periodic Cost Estimates	✓	✓
3.01l Weekly Reports	✓	✓

***EX Reimbursable Costs During Construction*** This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 1 and 2 Reimbursables are invoiced on a lump sum basis and Section 3 Reimbursables are invoiced on a cost plus fixed fee basis.

**Special Considerations**

The following special considerations are required for this project, but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

**Quality Assurance Testing.** Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation and Embankment
- Item P-154 Subbase Course
- Item P-209 Crushed Aggregate Base Course
- Item P-401 Asphalt Mix Pavement

- Item P-610 Concrete for Miscellaneous Structures

**Environmental Survey and Report.** A biological survey will be completed to identify presence/absence of threatened and endangered species and satisfy Federal regulations. The field visit will be performed under the direct supervision of the Engineer. A final report will be completed for each resource (biological) and provided to the FAA.

**D-701 Pipe Inspections.** Pipe inspections will be completed by a third party under the supervision of the Engineer.

### **Assumptions**

The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage, per diem, and lodging will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.

2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The details for the trips are included at the end of each phase above.

3. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.

4. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.

5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.

6. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Local Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.

7. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

- The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
- The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.

- FAA General Provisions and required contract language will be used.

8. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

### **Additional Services**

The following items are not included under this agreement but will be considered as extra work:

- n. Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- o. Submittals or deliverables in addition to those listed herein.
- p. If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- q. Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- r. Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- s. Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.





**Agenda Date:** 03/02/2023

**Agenda Item Number:** 3d

**Subject:**

Consider approval of a Professional Services Agreement with Airport IFE Services , Inc for AIP-45 - Reconstruction and Expansion of the Terminal Apron - Phase II Construction.

**Item at-a-glance:**

Staff Contact: Richard Stehmeier

Applicant Name: City of St George

Reference Number: NA

Address/Location:

4508 S Airport Pkwy #1,

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

This is a PSA for Airport IFE Service to do an independent fee estimate for the Reconstruction and Expansion of the Terminal Apron - Phase II Construction, that will be funded by a federal grant. As per FAA requirements, any project estimated over one million dollars needs to have an independent fee estimate for the project. This PSA will fulfill this requirement.

**Staff Narrative (need/purpose):**

This project will consist of doing an independent fee estimate for the reconstruction and expansion of the terminal apron - phase II Construction.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:**

Cost for the agenda item: \$2,750

Amount approved in current FY budget for item: \$14,000,000

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

This is approved in the FY2023 budget.

Description of funding source:

This project has not been bid out yet. This project will be paid by a federal grant. For any project over one million dollars, an independent fee estimate is required by the FAA. Airport IFE Services, Inc. will be doing the IFE for this project.

**Recommendation (Include any conditions):**

Staff recommends approval



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT  
FOR RECONSTRUCT AND EXPAND TERMINAL APRON PROJECT-PHASE II  
CONSTRUCTION WITH AIRPORT IFE SERVICES, INC.**

This Agreement is made and entered into this \_\_\_\_\_, 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 Airport IFE Services, Inc., with offices at 28616 N Regal Road, , Chattaroy, WA 99003 (hereinafter called “CONSULTANT”).

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide construction services including construction administration phase, post-construction phase, on-site construction coordination phase for the Airport South Taxiway & Apron Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal 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. **EMPLOYMENT OF CONSULTANT.**
  - a. CONSULTANT is a professional Engineer 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.
  - b. 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.
  - c. 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 § 1324a. 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 § 1324a, 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 § 1324a 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 as well as 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.

- d. 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.
- e. 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.
- f. 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, disability or marital status in its employment practices.
- g. 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.
- h. 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.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 50% of the services provide 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.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. 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.
- b. CONSULTANT shall furnish all of the materials, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. 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.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. 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.
- c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that 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 actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

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

- a. 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.
- b. In executing the request for payment, CONSULTANT shall attest those subcontractors involved with prior requests for payment have been paid, 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.
- c. 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.

- d. 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 and reasonable attorneys' fees.
- e. 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.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. 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.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. 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.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that 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.
- b. 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.
- c. 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.**

- a. 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.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. 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.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs 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.
- b. 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.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. 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.
- e. 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.
- f. 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 to be the 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 to be employees of CONSULTANT.
- g. 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.**

- a. **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.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his 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.
- c. **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:
  - i. The name and address of the insured.
  - ii. CITY shall be named as a Certificate Holder.
  - iii. 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.
  - iv. The location of the operations to which the insurance applies.
  - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
  - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
  - vii. 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.
  - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
  - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
  - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's 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 Worker's Compensation Insurance. The insurance shall include:
  - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
  - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
  - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
  - i. 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, his 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.
- ii. The Insurance Endorsement shall evidence such provisions.
  - iii. The minimum commercial general liability insurance shall be as follows:
    - 1. 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.
    - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars.
    - 3. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.
  - iv. Such policy shall include each of the following coverages:
    - 1. Comprehensive form.
    - 2. Premises - operations.
    - 3. Explosion and collapse hazard.
    - 4. Underground hazard.
    - 5. Product/completed operations hazard.
    - 6. Contractual insurance.
    - 7. Broad form property damage, including completed operations.
    - 8. Independent contractors for vicarious liability.
    - 9. Personal injury.
    - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
  - f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
    - i. 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.
    - ii. 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, his 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.
    - iii. If Professional Liability coverages are written on a claims-made form:
      - 1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
      - 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
      - 3. 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.
      - 4. A copy of the policy must be submitted to CITY for review.
  - g. BUSINESS AUTOMOBILE COVERAGE:
    - i. 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.

- ii. Such business automobile insurance shall include each of the following types:
  - 1. Comprehensive form, including loading and unloading.
  - 2. Owned.
  - 3. Hired.
  - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. 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 attorneys and other professionals and all court or other dispute resolution costs for:
  - i. 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;
  - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
  - iii. 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.
- b. 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, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. 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.

13. **DOCUMENTS.**

- a. 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 of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.**

- a. 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.
- b. 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.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

c. 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.**

a. 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.

b. 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.

c. 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	CONSULTANT:	Airport IFE Services, Inc.
	175 East 200 North		28616 N Regal Road
	St. George, Utah 84770		Chattaroy, WA 99003
Attention:	Richard Stehmeier	Attention:	Lewis J. Lott, PE

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 agree 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.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, 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. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
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 executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
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: CITY OF ST. GEORGE

OWNER: AIRPORT IFE SERVICES, INC.

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Lewis J. Lott, PC

Attested:

Approved as to form:

\_\_\_\_\_  
Christina Fernandez, City Recorder

\_\_\_\_\_  
Jami R. Brackin, Deputy City Attorney

**AIRPORT IFE SERVICES, INC.**

115 Blevins Road  
Roan Mountain, TN 37687  
801-560-6877  
AIRPORTIFE.COM

February 14, 2023  
Richard Stehmeier C.M., Airport Manager  
St George Regional Airport  
4508 South Airport Parkway #1  
St George, UT 84790

**RE: St George Regional Airport  
Reconstruct and Expand Terminal Apron Phase II Construction Project  
Bidding and Construction Phase Services  
AIP Project No. 3-49-0060-045-2023  
Independent Fee Estimate (IFE) Proposal**

Dear Mr. Stehmeier:

I have reviewed the project scope of work (SOW) for professional services for the above referenced project which I received yesterday February 13, 2023.

Airport IFE Services, Inc. can complete the St George Regional Airport's IFE consisting of the Bidding and Construction Services shown in the Scope of Work for a lump sum of \$2,750.00. Completion will be on or before February 22, 2023, if approval to proceed is received on or before February 15, 2023.

In addition to the review I include in my services for the lump sum to be available during or after the consultant negotiations, to review any items which might need additional attention. We do not invoice until our IFE information meets your needs.

Airport IFE Services, Inc. thanks you for the opportunity to submit our IFE proposal to again assist the St George Regional Airport. I am available at 801-560-6877 or [LewLott@AirportIFE.com](mailto:LewLott@AirportIFE.com) if you have any questions.

I look forward to hearing from you.

Sincerely,  
AIRPORT IFE SERVICES, INC.

*Lewis J Lott*

Lewis J Lott, P.E.

**SCOPE OF WORK  
FOR  
ST. GEORGE REGIONAL AIRPORT  
St. George, Utah  
AIP Project No. 3-49-0060-045-2023  
Reconstruct and Expand Terminal Apron – Phase II Construction**

This is an Appendix attached to, made a part of, and incorporated by reference with the Consulting Contract dated September 23, 2021, between City of St. George, Utah, and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the St. George Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately \$12,300,000. This budget does not include administrative, legal, or professional fees.

This project shall consist of Bidding, Construction Administration, Post Construction, and On-Site Construction Coordination for the Reconstruct and Expand Terminal Apron Project – Phase II Construction. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



**EXHIBIT NO. 1**

**DESCRIPTION**

The existing terminal apron concrete/asphalt pavement was constructed in 2010 and is failing due to moisture induced swell of the subsurface expansive clays (St. George area "blue clay"). The 2015 UDOT

pavement management evaluation rated the terminal apron PCI = 95. This PCI is not representative of the current apron pavement condition as the existing concrete panel distresses include joint seal damage, slab distortion (heaving/settlement) and longitudinal/transverse/diagonal cracking. These distresses usually take place over a period of years; however, the subsurface expansive clays have accelerated this deterioration. This pavement reconstruction is essential to maintain adequate aircraft load-carrying capacity, ride quality necessary for the safe operation of aircraft and to minimize the potential for FOD. The reconstruction of the terminal apron pavement will provide a restoration of the pavement's functionality, mitigate subsurface issues, and provide a useful life. The reconstruction portion of the project will reconstruct the existing Terminal aircraft-parking apron concrete and asphalt pavements (400 feet x 440 feet (19,600 +/- square yards)).

The commercial airline traffic has grown since the airport was relocated in 2011. Annual passenger enplanements have increased from 48,000 (CY2011) to 103,000 (CY2019), 200% + growth. Skywest has added daily service to PHX/LAX/DFW/DEN, increased number of available flights to the other destinations and changed/increased aircraft type (i.e., from CRJ200 to CRJ700). This growth is due to southwest Utah's diverse economy and business opportunities. Aircraft "Remain Over Night" (RONs) has also increased. In summary, the terminal apron aircraft-parking and maneuvering areas need to be expanded. This proposed expansion will accommodate the 10-year traffic growth and will provide area for future growth. This project's design will expand the existing Terminal aircraft-parking apron north (300 feet x 400 feet (13,500 +/- square yards)) and south (80 feet x 300 feet (2,670 +/- square yards)).

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes 3) Bidding Phase and Reimbursable Costs during Bidding and **Part B-Special Services**, which includes 4) Construction Administration, 5) Post Construction, and 6) On-Site Construction Coordination Phase or Field Engineering Phase. Additional services that will be completed by subconsultants to the Engineer include quality assurance testing during construction, an environmental survey prior to construction start, cultural resource monitoring during construction and post construction pipe inspection per Item D-701 Pipe for Storm Drains and Culverts. Parts A and B and the four phases are described in more detail below.

**PART A - BASIC SERVICES** consists of the Bidding Phase invoiced on a lump sum basis.

### **3.0 Bidding Phase**

**3.01 Coordinate and Attend Meetings with the Sponsor and FAA.** Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed project schedule and review environmental component(s). It is anticipated that there will be up to two meetings with the Sponsor and/or the FAA throughout the course of the bidding.

**3.02 Prepare Project Scope of Work and Contract.** This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and will be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

**3.03 Repackage Design Project AIP-043 to AIP-045.** This task includes repackaging the AIP-043 project documents into a set ready for bid and renaming the project to AIP-045.

**3.04 Provide Bid Assistance.** The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in one (1) newspaper (or other form of regularly published print media) as a solicitation



for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors to maximize project exposure and generate interest in the project.

**3.05 Prepare/Conduct Pre-Bid Meeting.** The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

**3.06 Prepare Addenda.** Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

**3.07 Consult with Prospective Bidders.** During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

**3.08 Attend Bid Opening.** The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

**3.09 Review Bid Proposals.** Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the [www.Sam.gov](http://www.Sam.gov) website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgment of addenda, and in-state licensure verification shall be completed.

**3.10 Prepare Recommendation of Award.** The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.9. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

**3.11 Prepare Federal Grant Application.** This task consists of preparing the federal grant application. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 - II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants, and cooperative agreements.
- Include Title VI pre-award checklist.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

TASK 3 DELIVERABLES	TO FAA	TO SPONSOR
3.02 Scope of Work, Fee, and Contract	✓	✓
3.03 Required Bidding Documents	✓	✓
3.05 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.06 Addenda	✓	✓
3.09 Bid Tabulations	✓	✓
3.10 Recommendation of Award	✓	✓
3.11 Federal Grant Application	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.01 Scoping Meeting	<ul style="list-style-type: none"> <li>St. George, UT - One (1) Program Director, one (1) Senior Consultant and one (1) Project Manager - Assume One (1) hour via teleconference</li> </ul>
3.02 Prepare Project SOW and Contract	<ul style="list-style-type: none"> <li>St George, UT - One (1) Project Manager - Assume One (1) hour via teleconference</li> </ul>
3.05 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none"> <li>St. George, UT - One (1) Project Manager and one (1) Construction Manager - Assume half day site visit (1 site visit) and travel to/from Aviation office to Airport</li> </ul>
3.08 Attend Bid Opening	<ul style="list-style-type: none"> <li>St. George, UT - One (1) Project Manager - Assume one hour meeting with travel to/from Aviation office to City office for Project Manager</li> </ul>

**EX Reimbursable Costs During Design and Bidding**

This section includes reimbursable items such as auto rental, mileage, lodging, per diem and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

**PART B - SPECIAL SERVICES** consists of the construction administration phase, post-construction coordination phase (invoiced on a lump sum basis), and on-site construction coordination phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for biological survey prior to construction and quality assurance testing verification and a cultural resource monitor during construction.

**4.0 Construction Administration Phase**

**4.01 Prepare Construction Contract and Documents.** In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

**4.02 Provide Project Coordination.** The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.

**4.03 Review Environmental Documentation.** This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected. A revised environmental exhibit showing an additional contractor haul route will be sent to FAA for re-evaluation and approval.

**4.04 Coordinate Quality Assurance Testing.** This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.

**4.05 Coordinate Cultural Resource Monitoring.** This task includes preparing the requirements for the cultural resource monitoring. Negotiating with the monitoring firm for a cost to perform the work is also included in this task.

**4.06 Prepare/Conduct Pre-Construction Meeting.** The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and

environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors and airport tenants affected by the project.

**4.07 Prepare/Submit Construction Management Plan.** This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.

**4.08 Review Contractor's Safety Plan Compliance Document.** This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.

**4.09 Prepare Requests for Reimbursement.** This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be ten RFRs for expenses incurred during the construction and closeout phase of the project.

**4.10 Perform Site Visits During Construction.** The Project Manager shall make on-site visits, as required, throughout the duration of the project. As of now, it is estimated that the Project Manager will be required to make a minimum of ten site visits to the project.

<b>TASK 4 DELIVERABLES</b>	<b>TO FAA</b>	<b>TO SPONSOR</b>
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.02 Monthly Invoice and Monthly PSR		✓
4.02 Pay Request Review Documentation		✓
4.02 Quarterly Performance Reports	✓	✓
4.02 Weekly/Monthly Reports	✓	✓
4.06 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.07 Construction Management Plan	✓	✓
4.08 Review and Approval of SPCD and Final SPCD	✓	✓
4.09 Request for Reimbursement	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.06 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> <li>St. George, UT - One (1) Project Manager IV and one (1) Construction Manager II - Assume half day site visit - Assume travel to/from Aviation office to Airport for the meeting</li> </ul>
4.10 Perform Site Visits During Construction	<ul style="list-style-type: none"> <li>St. George, UT - One (1) Project Manager IV - Assume half day site visit (10 site visits) with travel to/from Aviation office to Airport for each site visit</li> </ul>

**5.0 Post Construction Coordination Phase**

**5.01 Prepare Final Testing Report.** The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

**5.02 Coordinate and Perform Final Surveys.** The Engineer will perform an as-built survey that includes the following tasks:

- The Engineer will submit all required as-built data of the apron reconstruction and expansion to the FAA Airports Data and Information Portal (ADIP) website in accordance with FAA AC 150/5300-18 (Current Edition), *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*. The Engineer shall create a Project on the ADIP system and upload the necessary files for acceptance in ADIP. This includes preparation of a project Statement of Work, Survey and Quality Control Plan, and Final Project Report that will be in compliance with ADIP submission standards and will be reviewed by the National Geodetic Survey (NGS). The As-Built Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

**5.03 Prepare Clean-up Item List.** The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.

**5.04 Conduct Final Inspection.** The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

**5.05 Prepare Engineering Record Drawings.** The Engineer will prepare the record drawings indicating modifications made during construction. The recorded drawings will be provided to the FAA electronically.

**5.06 Prepare Final Construction Report.** The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

**5.07 Prepare DBE Uniform Report.** The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

**5.08 Update and Modify Airport Layout Plan (ALP).** The Engineer will provide an AutoCad file of the as-built drawings showing the new apron limits to the Sponsor's planning firm to update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review.

Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

**5.09 Summarize Project Costs.** The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

<b>TASK 5 DELIVERABLES</b>	<b>TO FAA</b>	<b>TO SPONSOR</b>
5.01 Final Testing Report	✓	✓
5.02 ADIP Features	✓	✓
5.02 As-Built Survey	✓	✓
5.03 Clean-up List	✓	✓
5.04 Punchlists	✓	✓
5.05 Record Drawings	✓	✓
5.06 Final Construction Report	✓	✓
5.07 DBE Uniform Report	✓	✓
5.08 Updated ALP	✓	✓
5.09 Project Cost Summary	✓	✓

<b>TASK 5 MEETINGS/SITE VISITS</b>	<b>LOCATION/ATTENDEES/DURATION</b>
5.02 As-Built Survey	<ul style="list-style-type: none"> <li>St. George, UT - One (1) Surveyor - Assume full day site visit (1 site visit) - Assume travel to/from Denver, Colorado to St. George, UT with two (2) overnight stays for Surveyor for the survey</li> </ul>
5.04 Conduct Final Inspection	<ul style="list-style-type: none"> <li>St. George, UT - One (1) Project Manager IV and one (1) Construction Manager II - Assume half day site visit with travel to/from Aviation office to Airport for Project Manager and Construction Manager</li> </ul>

**6.0 On-Site Construction Coordination Phase**

This phase will consist of providing one full time Construction Manager, supported by one full-time Field Engineer during material placement operations. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take 115 or working days to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

**6.01 Provide Resident Engineering.** The Construction Manager and Field Engineer will work approximately 12 hours per day. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift and that total on-site inspection time is anticipated to be 115 working days for the Construction Manager and 80 working days for the Field Engineer. It is assumed that the Contractor will work five (5) days a week during the construction period resulting in 115 working days.

The following tasks will be performed during the course of a typical day's shift during construction:

- Per FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, the FAA requires a quality assurance and quality control workshop when paving operations are

anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be conducted by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control and any other necessary parties. Paving operations will not be permitted prior to this meeting's occurrence. Other meetings may be required to resolve specific material quality, production and/or placement issues.

- Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- Coordinate, review and provide a response to construction and general project Request for Information (RFIs).
- Prepare and process change orders.
- Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- Review and coordinate revisions by the Contractor for quality control and quality assurance testing firm submittals performed as part of the quality assurance testing required by the project specifications.
- Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- Maintain daily logs of the construction activities for the duration of time on site which includes the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA and the office following the week of actual construction activities performed. Verify each week that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

TASK 6 DELIVERABLES	TO FAA	TO SPONSOR
6.01 Coordinate and Attend Quality Assurance/Quality Control Workshop	✓	✓
6.01 Coordinate Submittal Reviews		✓
6.01 Coordinate RFIs		✓
6.01 Change Orders	✓	✓
6.01 Payroll Reviews		✓
6.01 Quality Assurance/Quality Control Results Compilation	✓	✓
6.01 Periodic Cost Estimates		✓
6.01 Weekly Reports	✓	✓

**EX Reimbursable Costs During Construction** This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 4 and 5 Reimbursables are invoiced on a lump sum basis and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

**Special Considerations**

The following special considerations are required for this project and will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

**Quality Assurance Testing.** Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation, Subgrade and Embankment
- Item P-154 Subbase Course
- Item P-209 Crushed Aggregate Base Course
- Item P-401 Asphalt Mix Pavement
- Item P-403 Asphalt Mix Pavement Base Course
- Item P-501 Cement Concrete Pavement
- Item P-610 Concrete for Miscellaneous Structures

**Environmental Survey and Report.** A biological survey will be completed to identify presence/absence of threatened and endangered species and satisfy Federal regulations. The field visit will be performed under the direct supervision of the Engineer. A final report will be completed for each resource (biological) and provided to the FAA.

**Cultural Resource Monitor.** An archaeological monitor will be on site during ground disturbing activities in the vicinity of Site 42WS3414. The monitoring will be coordinated by the Engineer. It is anticipated that a monitor will be required on site for a total of 15 days. A final report will be completed documenting the monitoring activities.

**D-701 Pipe Inspection** will be completed by a third party under the supervision of the Engineer.

**Assumptions**



The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced based on the current GSA rates at the time.
2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The details for the trips are included at the end of each phase above.
3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
6. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
7. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
8. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.
9. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Local Region's Regional Updates for Specifying Construction of Airports and related circulars. Project construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
10. The Engineer will utilize the following plan standards for the project:
  - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
  - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
  - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
  - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
  - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.

- The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

11. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

- The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
- The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
- FAA General Provisions and required contract language will be used.

13. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

#### **Additional Services**

The following items are not included under this agreement but will be considered as extra work:

- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.



**Agenda Date:** 03/02/2023

**Agenda Item Number:** 3e

**Subject:**

Consider approval of an agreement to purchase real property from Evan J Woodbury Inc for widening the 3000 East roadway.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

3000 East between 2330 South and 2450 South

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

The City desires to acquire 0.672 acres of property for the widening of 3000 East roadway located at 3000 East between 2330 South and 2450 South.

**Staff Narrative (need/purpose):**

The proposed property acquisition is necessary to continue the improvement along 3000 East

**Name of Legal Dept approver:** Ryan N. Dooley

**Budget Impact:**

Cost for the agenda item: \$337,000

Amount approved in current FY budget for item: \$9,000,000

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

N/A

Description of funding source:

Funds for this acquisition have been set aside for this purchase by the Washington County Council of Governments (COG).

**Recommendation (Include any conditions):**

Approval



## **AGREEMENT TO PURCHASE REAL PROPERTY AND SLOPE EASEMENT**

The City of St. George, a Utah municipal corporation, (the “City”), and Evan J Woodbury Inc. a Utah Corporation (“Seller”), hereby enter this instrument effective as of \_\_\_\_\_ (the “Effective Date”).

### **RECITALS**

A. The City desires to acquire real property consisting of a portion of parcel SG-5-3-3-212 as described on the legal description attached to the form warranty deed attached hereto as Exhibit A and slope easement hereto as Exhibit B (the “Property”).

B. As part of its due diligence, the City identified encumbrances against the Property and requested that the Property be released from such encumbrances as a condition of closing. The objectionable encumbrances consist of those encumbrances created by the documents identified in exceptions 17 through 20 (the "Objectionable Encumbrances"), as shown on schedule B, part II of the Commitment for Title Insurance issued by Southern Utah Title Company effective as of August 26, 2022, file #224503.

C. Seller has attempted to remove the Objectionable Encumbrances from the Property but despite its best efforts has been unable to obtain the necessary releases.

D. The parties have discussed various issues with regard to the purchase of the Property by the City (the “Purchase”), have identified terms believed to be acceptable to the parties, and now desire to memorialize the terms in this instrument as a final written expression of their agreement.

### **TERMS**

Based on the foregoing recitals and the following covenants, obligations, terms conditions, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1 Purchase Price. On the terms and conditions stated below, the City shall pay Seller the amount of three hundred thirty-seven thousand dollars (\$337,000.00) (the “Purchase Price”) as shown in Exhibit C.

2 Eminent Domain. The City may, in the City's sole discretion, pursue an eminent domain action for the purpose of condemning the Property in order to free it from the Objectionable Encumbrances. If the City elects to pursue such an action, Seller covenants to consent to judgement without objection, so long as the City only pursues title to the Property and no other rights.

3 Conveyance. On the terms and conditions stated below, Seller shall convey the Property to the City, free and clear of all liens and encumbrances, by

## AGREEMENT TO PURCHASE REAL PROPERTY

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delivering a duly executed and notarized original of the document attached hereto as Exhibit A, titled "Warranty Deed," by which Seller shall convey all of Seller's interest in the Property to the City.

4 Indemnification in Lieu of Encumbrance Releases. Until the City successfully obtains clear title to the Property through eminent domain, Seller hereby covenants to indemnify the City against any claims brought by any claimant pursuant to the documents identified in the Objectionable Encumbrances. This covenant to indemnify shall exist only as long as the documents identified in the Objectionable Encumbrances are enforceable against the Property. Seller may continue to attempt to obtain releases of the Objectionable Encumbrances and upon recording a valid release releasing the Property from any Objectionable Encumbrance this covenant to indemnify shall terminate with regard to such Objectionable Encumbrance.

5 Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the project.

6 Property Improvements. On the terms and conditions stated below, the City shall install improvements which include widening 3000 East, with asphalt, curb and gutter, sidewalk, and utilities, and remove and replace the existing wire fence.

7 Authorization to Improve. Seller hereby acknowledges that the improvements that will be constructed on the Property by the City, the City's presence on the Property during and after construction, and the City's use of the Property as a roadway have been authorized by Seller in full.

8 Survival of Covenants. The obligations and covenants of Paragraphs 2 and 3 of this instrument shall expressly survive the recording of any deed transferring the Property to the City pursuant to the Agreement.

9 Escrow. The Purchase shall be consummated through an escrow through Southern Utah Title Company, attention: Elwin Prince, 157 E. Riverside Drive, Suite 1B, St. George, UT 84790, Phone No.: (435) 652-4804, Email: [elwin@sutc.com](mailto:elwin@sutc.com) ("Escrow Agent").

(a) Opening of Escrow. Immediately upon execution hereof, the parties shall open escrow by delivering a fully executed copy of this instrument to Escrow Agent, along with the duly executed Warranty Deed executed by Seller and the sum of \$1,000.00 (the "Deposit") from the City. All interest earned by the Deposit while on deposit with Escrow Agent shall accrue to the benefit of the City. This instrument shall constitute the Escrow Agent's instructions and Escrow Agent is hereby authorized and instructed to act in accordance with the provisions of this instrument; provided, however, that the parties agree to execute and return to Escrow Agent within 10 days after the receipt thereof such additional standard escrow instructions, not inconsistent with this instrument, that Escrow Agent may reasonably require. No failure by either party to execute such additional standard escrow instructions will affect the validity or enforceability of this instrument in any manner. In the event of any inconsistency between such additional standards escrow instructions and this instrument, the terms of this instrument will prevail.

## AGREEMENT TO PURCHASE REAL PROPERTY

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(b) Closing Conditions. The City shall have no obligation to complete the Purchase unless and until each of the following conditions (the “Closing Conditions”) is met to the satisfaction of the City, as determined by the City in the City’s sole and absolute discretion:

(1) Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City’s approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller’s possession, or issues of which Seller is aware, affecting the physical condition of the property, including but not limited to patent or latent defects, soils, and the presence of any hazardous materials. Further, Seller hereby grants to the City and the City’s agents and consultants a license to enter upon the Property for the purpose of conducting, at the City’s sole expense, the City’s review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City’s inspection. The City shall indemnify, defend, and hold Seller harmless for any expenses or claims resulting from the City’s entry onto the Property. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller.

(2) Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City’s approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller’s possession, or issues of which Seller is aware, affecting title to the property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City disapproves of the any encumbrances affecting title to the Property which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City’s sole discretion, direct Escrow Agent to pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.

(3) Legislative Approval. The St. George City Council shall legislatively approve this instrument, in the City Council’s sole and absolute discretion.

(c) Failure of Conditions. If any condition is not fulfilled, the City may terminate this instrument at any time by notifying Seller and Escrow Agent in writing, upon which notice this instrument shall be null and void and neither party shall have any further obligation or liability pursuant to this instrument. Upon termination pursuant to this section, Escrow Agent shall return all documents and funds received from either party to the submitting party.

(d) Close of Escrow. If the City approves the Closing Conditions, the City shall notify Seller and Escrow Agent in writing and shall deposit the amount of the Purchase Price, less the Deposit and all accrued interest, with Escrow Agent. Upon receipt of the City’s notice and the balance of the Purchase Price, Escrow Agent shall promptly proceed to record the Warranty Deed and post the Purchase Price, less any obligations attributable to Seller, for delivery to Seller.

(1) The City’s Obligations. The City shall be responsible for the closing costs, it being understood that there will not be any recording fee. The City

## AGREEMENT TO PURCHASE REAL PROPERTY

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shall also be responsible for any expenses incurred by the City related to this transaction, including any agricultural rollback taxes assessed by Washington County Recorder as a result of this transaction, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

(2) Seller's Obligations. Seller shall be responsible for any expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any, any commission to Seller's broker, if any, and the payment of any taxes or fees related to the Property accruing on or before the date Warranty Deed is recorded. Further, Seller hereby consents to the payment from the Purchase Price any and all amounts necessary to obtain releases of any encumbrances or liens affecting title to the Property including taxes not yet due but appearing as a lien on title to the Property.

10 Representations and Warranties. Seller hereby represents and warrants to the City as follows:

(a) Authority. Seller has all requisite power and authority to execute and deliver this instrument, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this instrument, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of Seller. This instrument has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

(b) No Conflicts. The execution and delivery of this instrument and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of Seller, or any material contract by which Seller is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the Property; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument, except to the extent otherwise disclosed in this Agreement.

(c) Foreign Status. Seller is not a "foreign person" as defined under Section 1445(f) of the Internal Revenue Code.

(d) Legal Proceedings. There are no claims, actions, suits, or proceedings pending or threatened against the Property or Seller that would reasonably be expected to result in the issuance of a writ, judgment, order or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this instrument.

(e) Condemnation. Seller has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study or effort to rezone the Property or to widen, modify, regrade or realign any street or highway that borders the Property.

## AGREEMENT TO PURCHASE REAL PROPERTY

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(f) Patriot Act Compliance. Neither Seller nor its affiliates is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the “Executive Order”) (collectively, the “Anti-Money Laundering and Anti-Terrorism Laws”). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor its affiliates or any of its brokers or other agents in any capacity in connection with the sale of the Property (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person or entity controlling or controlled by Seller, is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, “Government Lists”), and the monies used by Seller in connection with this instrument and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

(g) Environmental Condition. Seller has not treated, recycled, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. “Hazardous Materials” means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. “Environmental Laws” means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.



## AGREEMENT TO PURCHASE REAL PROPERTY

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(h) Solvency. Seller has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Seller or any of its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking appointment of a receiver, trustee, custodian or other similar official for any of them or for all or any substantial part of its or their property.

(i) Brokers. Seller has not employed any broker, finder, investment banker, or financial advisor as to whom Seller may have any obligation to pay any brokerage or finder's fees, commissions or similar compensation in connection with the transactions contemplated hereby.

(j) Untrue Statements. To the knowledge of Seller, none of the representations and warranties in this Section contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect.

11 Default, Remedies and Termination. It shall constitute an event of default of this instrument if any party fails to timely deliver any of its performances at the times indicated herein. The defaulting party shall also be liable to pay any escrow cancellation charges. In no event shall either party be entitled to recover lost profits or appreciation or other consequential damages. Additionally:

(a) Default by Seller. If Seller defaults on this instrument, the City's exclusive remedies shall be to either: (i) terminate this instrument; or (ii) pursue an action for specific performance against Seller.

(b) Default by the City. If the City defaults on this instrument, Seller's exclusive remedy shall be to terminate this instrument and receive \$1,000.00 as liquidated damages.

### 12 Miscellaneous Provisions

(a) Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this instrument. All recitals set forth at the beginning of this instrument are, by this reference, fully incorporated into this instrument and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this instrument are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this instrument in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "party" and "parties" refer only to a named party or parties to this instrument unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of this instrument upon advice of their own, independent counsel or had the opportunity to do

## AGREEMENT TO PURCHASE REAL PROPERTY

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so, and this instrument must be construed fairly and equally as to all parties as if drafted jointly by them. If there is any conflict between the terms of this instrument and any other related documents, including any exhibits identified herein, the terms of this instrument shall prevail.

(b) Acknowledgement of Public Disclosure Laws. Sponsor hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Sponsor pursuant to this Agreement may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.

(c) Beneficiaries. This instrument shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. This instrument is intended for the exclusive benefit of the parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

(d) Entire Agreement. The parties intend that this instrument is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. This instrument supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the terms agreed upon between the parties. No party relied on any other term, warranty, and/or covenant as an inducement to enter this instrument.

(e) Amendment. The parties shall not amend or modify this instrument in any way unless in writing signed by the parties.

(f) Further Action. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this instrument in order to carry out the intent of the parties in consummating this transaction.

(g) Time of the Essence. Time is of the essence in each and every term and provision of this instrument. All references to days herein shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act required by this instrument falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

(h) Waiver. Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of this instrument, nor the waiver of any breach of any of the terms and conditions of this instrument, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(i) Severability. If any court of competent jurisdiction declares any portion of this instrument unenforceable, the parties shall deem such portion as severed from this instrument, and shall deem the remaining parts of this instrument, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this instrument. The parties shall replace any such unenforceable

**AGREEMENT TO PURCHASE REAL PROPERTY**

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portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

(j) Forum and Law. Utah law shall govern this instrument without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this instrument shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

(k) Attorney's Fees. In any civil action to enforce this instrument commenced in a court of proper jurisdiction, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney's fees and costs incurred by the prevailing party, including pre-litigation efforts related to the dispute that is the subject of the action.

(l) Notices, Requests, and Communications. Unless otherwise set forth above, all notices, requests, and communications required by this instrument shall be in writing. Any party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to the City:                      City of St. George  
Attn: City Recorder  
175 E. 200 N.  
St. George, UT 84770

with a copy to:                                      City of St. George  
Attn: City Attorney  
175 E. 200 N.  
St. George, UT 84770

If delivered to Seller:                              Evan J Woodbury Inc  
Attn: Troy Woodbury  
2045 East Twin Circle  
St. George, Utah 84790

Any party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

13 Execution. By executing this instrument below, the executing individuals acknowledge that (1) they have read this instrument, (2) they understand its terms, (3) they have had the opportunity to have this instrument reviewed by independent counsel, (4) they have the full and complete authority to execute this instrument on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this instrument in

**AGREEMENT TO PURCHASE REAL PROPERTY**

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full. The failure of any executing individual to date their signature will not affect the validity of this instrument.

14 Counterparts. The parties may execute this instrument in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Facsimile and other copies shall have the same force and effect as the original.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

**AGREEMENT TO PURCHASE REAL PROPERTY**

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In witness of their intention to be bound by the above terms, the parties hereby execute this instrument as follows:

**CITY OF ST. GEORGE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michele Randall, Mayor

Attested:

By: \_\_\_\_\_  
Christina Fernandez, City Recorder

Approved:

By: \_\_\_\_\_  
Ryan N. Dooley, Assistant City Attorney

**EVAN J WOODBURY INC.**

\_\_\_\_\_  
Date

By: Troy Woodbury  
Troy Woodbury, Manager

**AGREEMENT TO PURCHASE REAL PROPERTY**

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**EXHIBIT A**  
*Warranty Deed*

When Recorded Return To:

City of St. George  
Attn: City Attorney  
175 East 200 North  
St. George, Utah 84770

Evan J Woodbury Inc.  
Attn: 952 East Venture Dr  
St. George, Utah 84790

a portion of Tax ID: SG-5-3-3-212

**WARRANTY DEED**

Evan J Woodbury Inc. a Utah Corporation, Grantor, hereby warrants and conveys to the City of St. George, a Utah municipal corporation, Grantee, for the sum of Ten dollars (\$10.00) and other good and valuable consideration, fee title to real property owned by Grantor in Washington County, State of Utah, more fully described as shown on Exhibit A, attached hereto and made hereof.

SUBJECT TO: Covenants, Conditions, Reservations, Rights, Rights of Way, Easements and Encumbrances now of record.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or appertaining.

In witness of an intention to be bound by this instrument, Grantor hereby executes this instrument as follows:

Evan J. Woodbury Inc, a Utah Corporation

\_\_\_\_\_ )  
Date

By: \_\_\_\_\_ )  
Name: Troy Woodbury  
Title: Manager

STATE OF UTAH )  
 )  
 )  
COUNTY OF WASHINGTON )

On \_\_\_\_\_, before me, a notary public, personally appeared Troy Woodbury, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same voluntarily for its stated purpose.

\_\_\_\_\_  
NOTARY PUBLIC

**SURVEYOR'S CERTIFICATE**  
 I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7654 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE HERON DESCRIBED LAND IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED MEASUREMENTS AND FOUND MONUMENTS AS SHOWN HEREON AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

**BOUNDARY DESCRIPTIONS**  
 PORTION OF EVAN J. WOODBURY TRUST TO BE DEEDED TO ST. GEORGE CITY  
 2450 SOUTH ROADWAY  
 (TAX PARCEL SC-5-3-212)  
 COMMENCING AT A POINT S89°03'57"E, 41.82 FEET ALONG THE SECTION LINE, THENCE NORTH, 24.75 FEET; THENCE N0°41'28"E, 8.25 FEET; THENCE S89°03'59"E, 12.88 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 3, T43S, R15W, SLB&M, TO THE POINT OF BEGINNING, SAID POINT BEING ON THE BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20200036683 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE N1°11'10"E, 39.01 FEET; THENCE S89°03'52"E, 206.62 FEET; THENCE S0°50'08"W, 42.01 FEET TO THE NORTH LINE OF THE BOUNDARY OF PARCEL DESCRIBED IN SAID DOCUMENT NO. 20200036683, THENCE ALONG SAID NORTH LINE, 15.00 FEET; THENCE S0°50'08"W, 10.00 FEET; THENCE N82°23'23"W, 26.20 FEET; THENCE N89°03'57"W, 180.77 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.186 ACRE.

PORTION OF EVAN J. WOODBURY TRUST TO BE DEEDED TO ST. GEORGE CITY  
 3000 EAST ADDITIONAL RIGHT OF WAY  
 (TAX PARCEL SC-5-3-212)  
 BEGINNING AT A POINT S89°03'57"E, 41.82 FEET ALONG THE SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 3, T43S, R15W, SLB&M, SAID POINT BEING ON THE WEST LINE OF BLOCK 7 OF HORATIO PICKETT'S ENTRY SURVEY AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE N0°41'28"E, 669.66 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF 2330 SOUTH STREET AS DEDICATED ON THE 2330 SOUTH ROADWAY DEDICATION PLAN FILED AS DOCUMENT NO. 20120011003 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE S89°01'34"E, 35.15 FEET ALONG SAID SOUTH LINE; THENCE S1°11'10"W, 636.64 FEET TO THE BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20200036683 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG SAID BOUNDARY, 14.00 FEET; THENCE S89°01'34"E, 14.00 FEET; THENCE S0°41'28"W, 8.25 FEET; THENCE S0°41'28"W, 24.75 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3; THENCE N89°03'57"W, 17.07 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.  
 CONTAINING 0.486 ACRE.

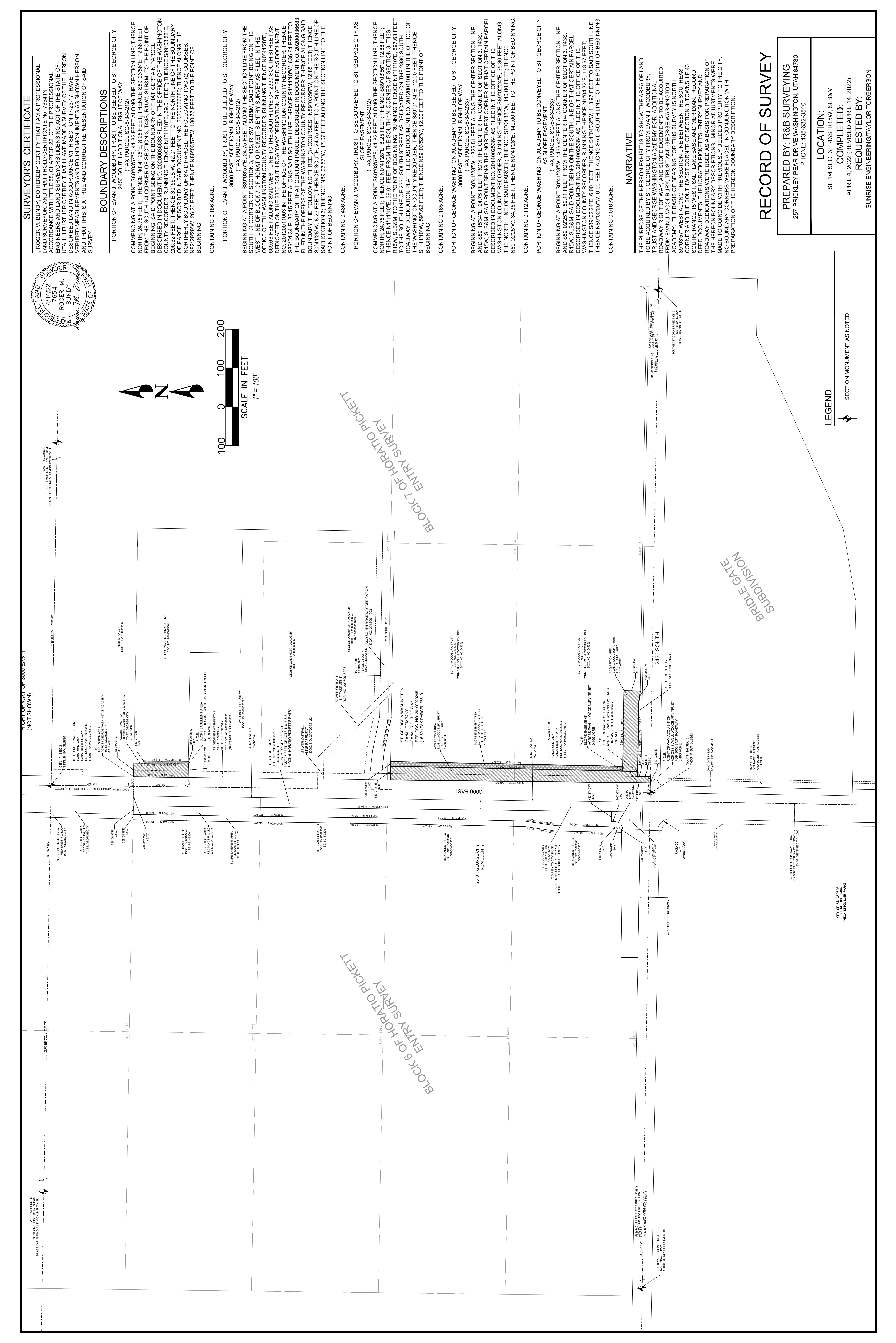
PORTION OF EVAN J. WOODBURY TRUST TO BE CONVEYED TO ST. GEORGE CITY AS SLOPE EASEMENT  
 (TAX PARCEL SC-5-3-212)  
 COMMENCING AT A POINT S89°03'57"E, 41.82 FEET ALONG THE SECTION LINE, THENCE NORTH, 24.75 FEET; THENCE N0°41'28"E, 8.25 FEET; THENCE S89°03'59"E, 12.88 FEET; THENCE N1°11'10"E, 39.01 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 3, T43S, R15W, SLB&M, TO THE POINT OF BEGINNING, RUNNING THENCE N1°11'10"E, 597.63 FEET TO THE SOUTH LINE OF 2330 SOUTH STREET AS DEDICATED ON THE 2330 SOUTH ROADWAY DEDICATION PLAN FILED AS DOCUMENT NO. 20120011003 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE S89°01'34"E, 12.00 FEET; THENCE S1°11'10"W, 597.62 FEET; THENCE N89°03'52"W, 12.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.185 ACRE.

PORTION OF GEORGE WASHINGTON ACADEMY TO BE DEEDED TO ST. GEORGE CITY  
 3000 EAST ADDITIONAL RIGHT OF WAY  
 (TAX PARCEL SC-5-3-233)  
 BEGINNING AT A POINT S0°41'28"W, 1329.51 FEET ALONG THE CENTER SECTION LINE AND S89°15'34"E, 24.75 FEET FROM THE CENTER 1/4 CORNER OF SECTION 3, T43S, R15W, SLB&M, SAID POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20140025364 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S89°03'59"E, 12.88 FEET ALONG THE NORTH LINE OF SAID PARCEL; THENCE S1°04'32"W, 113.97 FEET; THENCE N85°02'25"W, 34.38 FEET; THENCE N0°41'28"E, 140.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.112 ACRE.

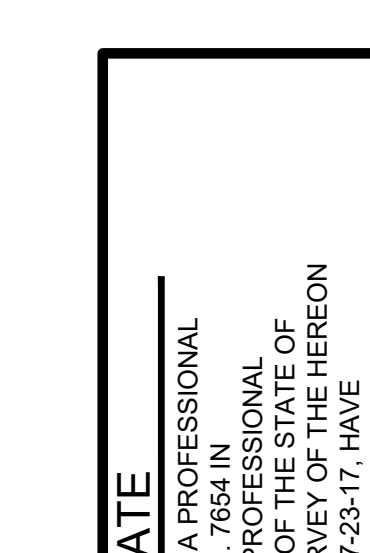
PORTION OF GEORGE WASHINGTON ACADEMY TO BE CONVEYED TO ST. GEORGE CITY AS SLOPE EASEMENT  
 (TAX PARCEL SC-5-3-233)  
 BEGINNING AT A POINT S0°41'28"W, 1469.42 FEET ALONG THE CENTER SECTION LINE AND S89°15'34"E, 24.75 FEET FROM THE CENTER 1/4 CORNER OF SECTION 3, T43S, R15W, SLB&M, SAID POINT BEING ON THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20140025364 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S89°03'59"E, 12.88 FEET ALONG THE NORTH LINE OF SAID PARCEL; THENCE S1°04'32"W, 113.97 FEET; THENCE N85°02'25"W, 34.38 FEET; THENCE N0°41'28"E, 140.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.116 ACRE.

**NARRATIVE**  
 THE PURPOSE OF THE HERON EXHIBIT IS TO SHOW THE AREA OF LAND TO BE ACQUIRED BY ST. GEORGE CITY FROM EVAN J. WOODBURY TRUST AND GEORGE WASHINGTON ACADEMY FOR ADDITIONAL ROADWAY RIGHT OF WAY, AND SLOPE EASEMENTS TO BE ACQUIRED FROM EVAN J. WOODBURY TRUST AND GEORGE WASHINGTON ACADEMY TO BE ACQUIRED ALONG THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN. RECORD DEED DOCUMENTS, THE HORATIO PICKETT'S ENTRY SURVEY AND ROADWAY DEDICATIONS WERE USED AS A BASIS FOR PREPARATION OF THE HERON BOUNDARY DESCRIPTIONS. MINOR ADJUSTMENTS WERE MADE TO COINCIDE WITH PREVIOUSLY DEEDED PROPERTY TO THE CITY. NO BOUNDARY CORNERS WERE PLACED IN CONJUNCTION WITH PREPARATION OF THE HERON BOUNDARY DESCRIPTION.

**RECORD OF SURVEY**  
 PREPARED BY: R&B SURVEYING  
 257 PRICKLEY PEAR DRIVE WASHINGTON, UTAH 84780  
 PHONE: 435-632-3540  
 LOCATION:  
 SE 1/4 SEC. 3, T43S, R15W, SLB&M  
 COMPLETED:  
 APRIL 4, 2022 (REVISED APRIL 14, 2022)  
 REQUESTED BY:  
 SUNRISE ENGINEERING/TAYLOR TORGERSON



**LEGEND**  
 SECTION MONUMENT AS NOTED





**AGREEMENT TO PURCHASE REAL PROPERTY**

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**EXHIBIT B**  
*Slope Easement*

**AGREEMENT TO PURCHASE REAL PROPERTY**

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**EXHIBIT C**  
Cost Exhibit

## Exhibit C - Purchase Price

### Woodbury 3000 East Property Acquisition Costs

<u>Type</u>	<u>Parcel #</u>	<u>Acres</u>	<u>Cost/Acre</u>	<u>Total</u>
Property on 2450 South	SG-5-3-3-212	0.186	500,940	93,175
Property on 3000 East	SG-5-3-3-212	0.486	500,940	243,457
Residential Slope Easement	SG-5-3-3-212	0.165		
		0.672		
				336,632
			Rounded to	\$ 337,000



**Agenda Date:** 03/02/2023

**Agenda Item Number:** 04

**Subject:**

Consider approval of a resolution adopting an increase in utility rates for energy services.

**Item at-a-glance:**

Staff Contact: Laurie Mangum

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

Energy costs have increased due to high market prices and the reduction in hydro electric generation thereby requiring a need for additional revenue to pay these costs.

**Staff Narrative (need/purpose):**

Yearly modeling has proven to staff that a rate increase is needed to maintain proper reserves, days of cash and debt service ratio.

**Name of Legal Dept approver:** N/A

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval.

# Option Z

## All kWh 2% increase

### Customer Charge Increase Res & SC

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Fiscal Year	Projected Rate Adjustments	Projected Revenues	Projected Expenses	Operating Income	Projected Cash Balances	Capital Improvements	Bond Issues	Debt Coverage Ratio
2023	0.00%	\$ 76,673,383	\$ 78,609,826	\$ (1,936,443)	\$ 12,414,033	\$ 1,665,300		1.25
2024	0.00%	77,440,117	76,014,295	1,425,822	14,925,083	2,015,300	-	2.04
2025	0.00%	78,214,518	76,156,986	2,057,532	16,454,756	3,740,300	-	2.21
2026	0.00%	78,996,663	77,038,350	1,958,313	17,830,802	5,235,300	-	3.15
2027	0.00%	79,786,630	78,438,233	1,348,397	19,288,445	4,740,300	-	3.01
<b>Recommended Target in 2023</b>				<b>\$ 3,674,654</b>				<b>1.40</b>
<b>Recommended Target in 2027</b>				<b>\$ 2,873,704</b>				<b>1.40</b>
<b>Recommended MINIMUM Target in 2023</b>					<b>\$ 23,437,425</b>			
<b>Recommended MINIMUM Target in 2027</b>					<b>\$ 22,594,237</b>			

# Option Z with Council Requested Additions

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RATES (Residential)	Per Meter Per Month
Customer Base Charge:	\$25.00
Energy Consumption Charge:	
Tier 1 (0-800 kWh, per kWh)	\$0.076554
Tier 2 (>800 kWh, per kWh)	\$0.093150

RATES (Small Commercial)	Per Meter Per Month
Customer Base Charge	\$25.00
Energy Consumption Charge	
Tier 1 (0-1,500 kWh, per kWh)	\$0.085675
Tier 2 (1,501-10,000 kWh, per kWh)	\$0.093424
Tier 3 (>10,000 kWh, per kWh)	\$0.108158
Demand Charge	
Tier 1 (0-5 KW)	\$1.00
Tier 2 (>5 KW)	\$9.70

RATES (Large Commercial)	Per Meter Per Month
Customer Base Charge	\$70.68
Energy Consumption Charge	
Tier 1 (0-10,000 kWh, per kWh)	\$0.062537
Tier 2 (1,501-10,000 kWh, per kWh)	\$0.047100
Demand Charge	
All KW	\$13.47

# Option Z with Council Requested Additions

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Effects all customers

- Total Revenue increase about 8%
- Residential 4% increase
- Small Commercial 12% increase
- Large Commercial 2% increase

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH AMENDING AND ADOPTING UTILITY RATES FOR ENERGY SERVICES**

**WHEREAS**, the City of St. George charges fees for various services and recreational activities; and

**WHEREAS**, the City of St. George has determined the need to amend fees to assist in offsetting the actual cost of providing some services and recreational programs provided by the City; and

**WHEREAS**, energy costs have increased due to high market prices and the reduction in hydro electric generation thereby requiring a need for additional revenue to pay these costs; and

**WHEREAS**, Yearly modeling has proven to staff that a rate increase is needed to maintain proper reserves, days of cash and debt service ratio.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and City Council of the City of St. George hereby authorizes utility rates for energy services to be increased as outlined in "Exhibit A".

PASSED AND ADOPTED by the City Council of the City of St. George this 2nd day of March, 2023.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

\_\_\_\_\_  
Tani Downing, City Attorney

Councilmember Hughes \_\_\_\_\_  
Councilmember McArthur \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_



# Exhibit A

## UTILITY RATES - ENERGY SERVICES

<b>Residential</b>	<b>Customer Charge</b>	<b>Tier 1</b> (0 - 800 kWh, per kWh)	<b>Tier 2</b> ( > 800 kWh, per kWh)					
	<del>19.65</del> 25.00	<del>\$.075053</del> \$.076554	<del>\$.091320</del> \$.093150					
<b>Small Commercial</b>	<b>Customer Charge</b>	<b>Tier 1</b> (0 - 1,500 kWh, per kWh)	<b>Tier 2</b> (1,501 - 10,000 kWh, per kWh)	<b>Tier 3</b> ( > 10,000 kWh, per kWh)	<b>Demand</b> ( 0-5 kW, per kW )	<b>Demand</b> ( > 40 5 kW, per kW )		
	<del>13.55</del> 25.00	<del>\$.083995</del> \$.085675	<del>\$.091592</del> \$.093424	<del>\$.106037</del> \$.108158	1.00	9.70		
<b>Large Commercial</b>	<b>Customer Charge</b>	<b>Tier 1</b> (0 - 10,000 kWh, per kWh)	<b>Tier 2</b> ( > 10,000 kWh, per kWh)	<b>Demand</b> ( > 5 kW All kW, per kW )				
	\$70.68	<del>\$.061314</del> \$.062537	<del>\$.046224</del> \$.047100	\$13.47				
<b>Agricultural</b>	<b>Customer Charge</b>	<b>Tier 1</b> (0 - 1,500 kWh, per kWh)	<b>Tier 2</b> (1,501 - 10,000 kWh, per kWh)	<b>Tier 3</b> ( > 10,000 kWh, per kWh)				
	\$13.55	\$.083995	\$.091592	\$.106037				



**Agenda Date:** 03/02/2023

**Agenda Item Number:** 05

**Subject:**

Consider approval of an ordinance amending the High Point Storage PD-C (Planned Development Commercial) zone to increase the approved number of RV storage stalls from 149 to 226 spaces on approximately 5.8 acres located at 910 West 4700 North just east of the Ledges development. for a project to be known as High Point Storage. Case No. 2022-PDA-054

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Stacy Young

Reference Number: 2022-PDA-054

Address/Location:

910 W 4700 N

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

The conceptual layout and phasing for the proposed High Point RV Storage facility was originally approved by the City Council on January 7, 2021. This PD-C amendment change is requested to increase the approved number of RV storage stalls from 149 to 226 spaces. The natural topographical features create a natural buffer around the site from the surrounding property. At their meeting held on January 10, 2023, the Planning Commission recommended approval with a vote of 5-0.

**Staff Narrative (need/purpose):**

The purpose of this proposed PDA (Planned Development Amendment) is to increase the approved number of RV storage stalls from 149 to 226 spaces. This location is ideal location for storage due to the natural buffer of being placed within a cinder cone and no visible to surrounding properties.

**Name of Legal Dept approver:** Jamie Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The City Council approves PDA (Planned Development Amendment) Change for the High Point Storage with the comments outlined in the staff report The Planning Commission voted 5-0 to recommend approval.

**PLANNING COMMISSION AGENDA REPORT: 1/10/2023**  
**CITY COUNCIL AGENDA REPORT: 2/16/2023**

ZONE CHANGE

**High Point Storage**

Case No. 2022-PDA-054

- Request:** This is a request for a Planned Development Amendment change for the property generally located at 910 W 4700 N, just east of the Ledges development. The property is currently zoned PD-C (Planned Development Commercial).
- Current Project:** This PD-C amendment change is requested to increase the approved number of RV storage stalls from 149 to 226 spaces. the conceptual layout and phasing for the proposed High Point RV Storage facility was originally approved by the City Council on January 7, 2021. The natural topographical features create a natural buffer around the site from the surrounding property.
- Project Name:** High Point Storage
- Applicant:** DE-MAR, LLC/Ledges at Snow Canyon, LLC
- Representative:** Stacy Young
- Location:** 910 W 4700 N
- Acreage:** 5.8 acres.
- General Plan:** COM (Commercial) – This designation was changed on November 05, 2020 from LDR to COM and consisted of approximately 14.75 acres.
- Current Zone:** PD-C (Planned Development Commercial)
- Adjacent zones:** The property is surrounded to the north, south and east by M&G zoning. To the west, is the Ledges PD-R (Planned Development Residential) zoning.
- Ordinance:** This project is submitted for review in compliance with Section 10-8D-5 of the St. George municipal code, “Planned Development - Commercial Standards.” The application appears to be in compliance with the standards found in this section of code. If the zone change is

approved, the site will go through a site plan and building permit approval process to ensure compliance with all applicable city codes and ordinances.

**Storage Stalls:** The applicant is asking for 226 spaces for RV storage on the site. The stalls are proposed to be covered by a typical metal parking canopy.

**Canopies:** The applicant has submitted pictures of typical canopies that they will be installing on the site. They have noted that the maximum height of the canopies will be 22’.

**Height:** As stated, the maximum height of the canopy will be 22 feet. 10-8D-6(B) of the city code allows a height up to 40’ for a structure.

**Parking:** Due to the nature of the proposed use, there is not a standard for parking in the code. Outside of the RV parking stalls, no parking is proposed.

**Setbacks:** All of the setbacks will be reviewed and verified at the SPR (Site Plan Review) process.

**Landscaping:** To be verified during the SPR (Site Plan Review) process. However, it appears to meet requirements of the code.

**Noticing:** Notice letters were sent out as required by state and city code.

**Uses:** The use on the property will be RV storage which is allowed in the PD-C zone.

- Staff Comments:**
1. Use – RV Storage is a use that is allowed in the PD-C zone.
  2. Roadway(s) – An access road (Canyon Tree Drive) will extend from Ledges Pkwy to the subject property.
  3. Site Plan – If Planned Development Amendment change is approved, future SPR (Site Plan Review) applications and plans shall be submitted and approved by staff (*the SPR is the civil engineering plan set*).
  4. Setbacks – Because the property is only adjacent to residential property at the entrance, the required setbacks in the PD-C zone are:
    - Front – 20 ft.
    - Side – 10 ft.
    - Rear – 10 ft.

5. Drainage – A drainage study and plan has been submitted with this application and is included in the staff report. This will also be reviewed again with the site plan review process.
6. Lighting – The applicant has submitted a photometric plan which is in compliance with the city code requirements. This will be reviewed again with the submittal of a SPR application.
7. Landscaping – The applicant has shown conceptual landscaping on the site plan attached to this staff report. A complete landscape plan will be required at the SPR stage.

**Alternatives:**

1. Approve as presented.
2. Approve with changes.
3. Table the item to await the submittal of additional information.
4. Deny the application as requested.

**Planning Commission:**

The Planning Commission recommended approval to the City Council with the comments listed in the staff report.

**Possible Motion:**

The City Council approves PDA (Planned Development Amendment) Change for the High Point Storage with the comments outlined in the staff report.

**Findings for Approval:**

1. The proposed zone change meets the requirements of section 10-8D of the zoning code.
2. The property is for the most part, hidden from view.

## Vicinity Map



# Narrative

## PLANNED DEVELOPMENT ZONE

### *HIGH POINT RV STORAGE*

Narrative Description

(Written text required by City Code Section 10-8D-2)

DECEMBER 2022

**Submitted by:**

DSG Engineering, Inc.  
113 East 200 North, #2  
St. George, UT 84770

Contact: Stacy Young  
E: [stacy@utahlanduse.com](mailto:stacy@utahlanduse.com)  
C: (435) 313-3914



**Property Location and Purpose of Planned Development Zone Amendment**

The subject property is located adjacent to the Ledges' east project boundary and south of the Lava Bluffs Equestrian Center. The property's General Plan designation is Commercial and current zoning permits the development of an RV storage facility under the Planned Development Commercial (PDC) designation. This application proposes to make minor amendments to the existing site plan.

**A. Use of Land**

We propose a 226-space RV storage lot on the site. The parking stalls will be covered by a typical metal parking canopy. The site is located inside a cinder cone that has been mined for masonry block and other building products. This location is ideal for the proposed use, since a planned collector road (Cinder Bluffs Parkway) passes within about 1/4 mile of the site and natural topographical features will enable the facility to be nearly invisible from surrounding property. The facility will be enclosed by a block wall (and significant natural slopes) and the secure, gated entrance will be landscaped.

**B. Height and Elevations**

There are no buildings proposed. The maximum height of the parking canopy is 22'.

**C. Density**

N/A.

**D. Schools, Churches and Open Spaces**

N/A.

**E. Phasing Plan**

We would like to reserve the option of constructing the project in two phases, with each phase being roughly equal in size. The phasing line is shown on the attached site plan exhibit. In Phase 1, the permanent block wall would be constructed on three sides of the project, with a temporary chain link fence being erected along the phase line. If the City would like certainty that the entire project will be completed in a timely fashion, we would gladly stipulate to constructing Phase 2 no later than 3 years after the completion of Phase 1.

**F. Topography**

The project site itself is relatively flat. It is surrounded on three sides by slopes 30'-140' high. The open, north side of the project has a short, relatively steep slope that drops about 20 vertical feet. The storage facility is set at least 50' back from the edge of this slope.



**G. Landscape Plan**

The entrance to the facility will be landscaped with desert-friendly plants and ground cover. A detailed landscape plan will be provided with the project's construction plan set.

**H. Area Reserved for Landscaping**

The area designated for programmatic landscape improvements is about 6,000 square feet.

**I. Utilities**

Water and power utilities will be extended from Cinder Bluffs Parkway to service the facility. Detailed utility planning will be completed as part of the construction plan set.

**J. Refuse Storage Areas**

To discourage unsupervised dumping, we would prefer not to place a dumpster on site. If a dumpster is required, it will be placed at the entrance to the storage lot and screened by masonry block walls.

**K. Lighting Plan**

Project lighting will consist primarily of down lighting incorporated into the parking canopy. A standard street light and landscape lighting may also be incorporated into the project entrance. A detailed lighting plan will be submitted as part of the construction plan set.

**L. Turning Space**

We have taken care to ensure that the site plan has ample turning space for the safe, convenient operation of the large vehicles for which the project is intended.

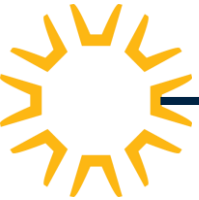
**M. Signs**

There will be a project sign located at the facility entrance. A sign permit application will be submitted at a later date.



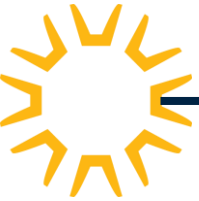
# Planned Development Amendment Change High Point Storage

Case No. 2022-PDA-054



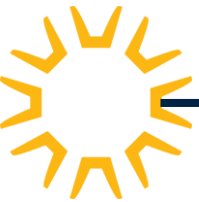
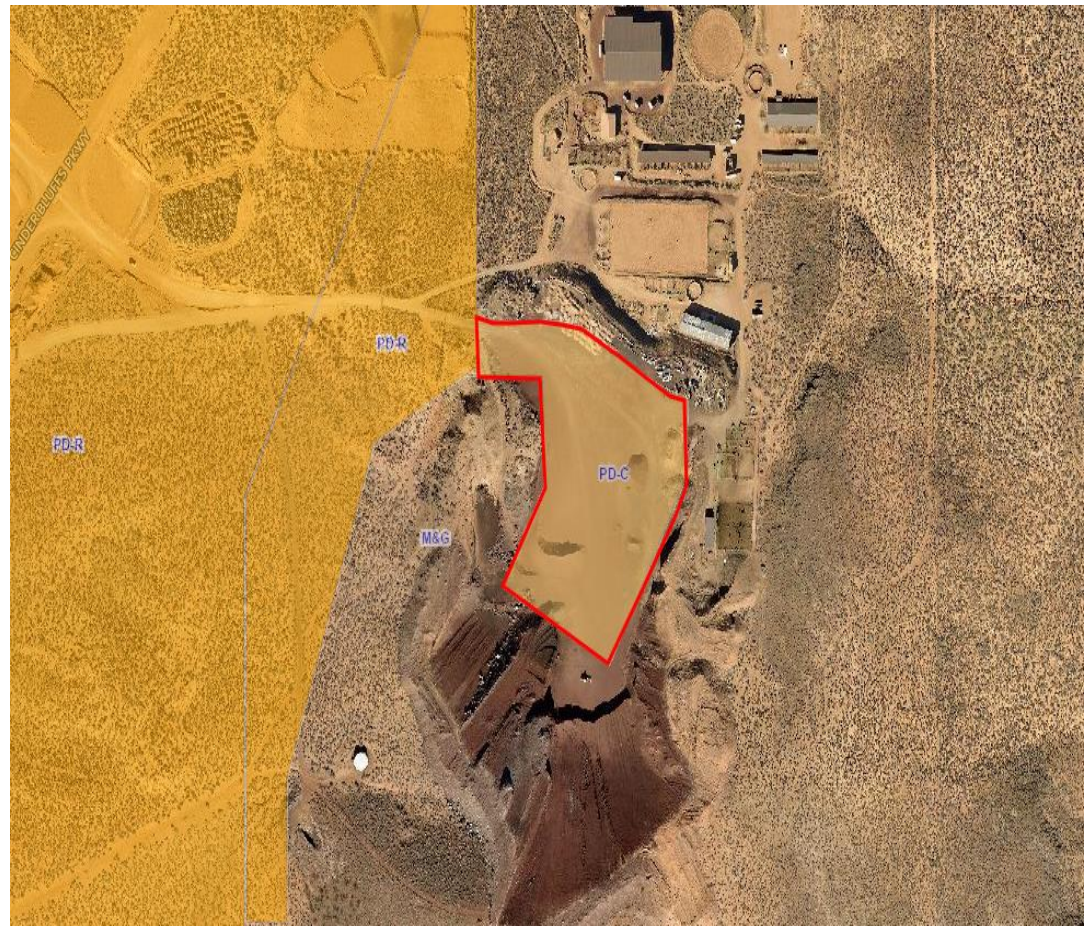


# Vicinity Map

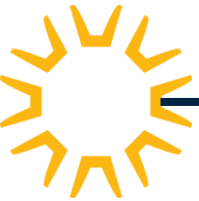
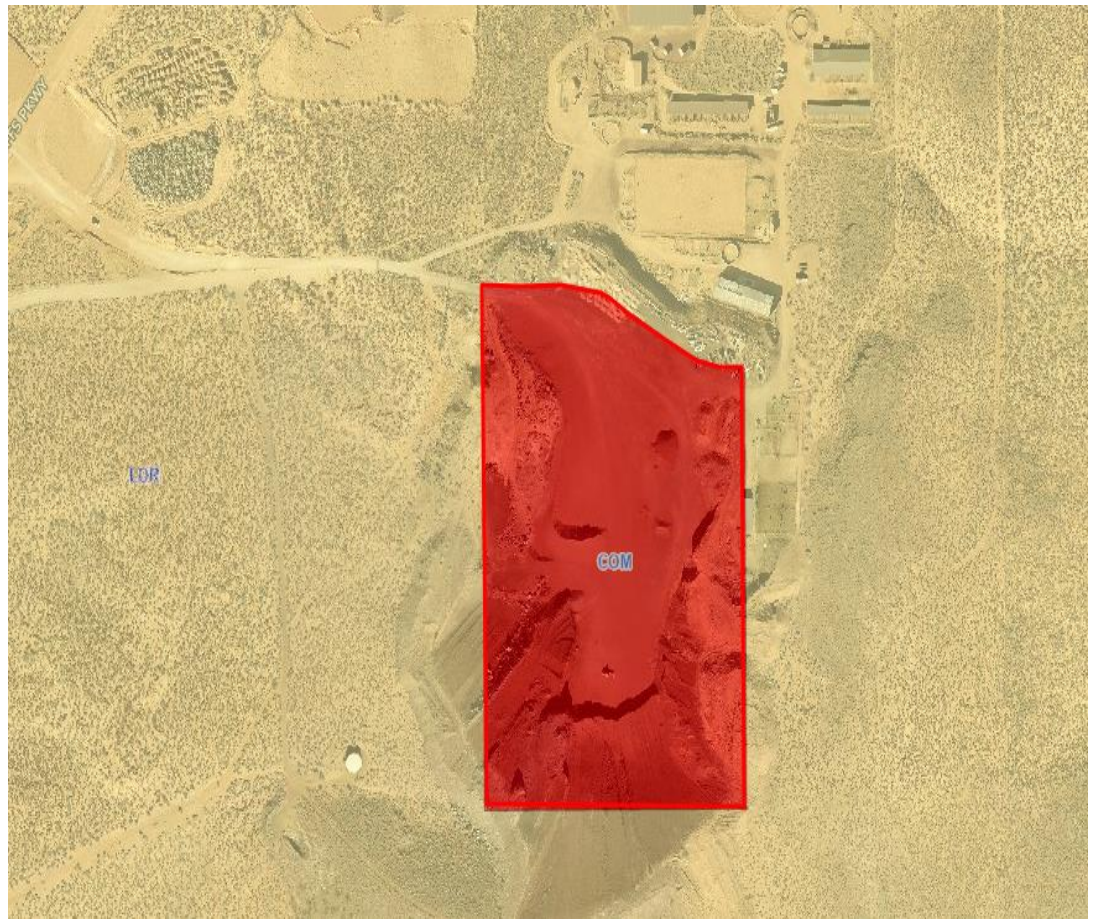




# Zoning Map

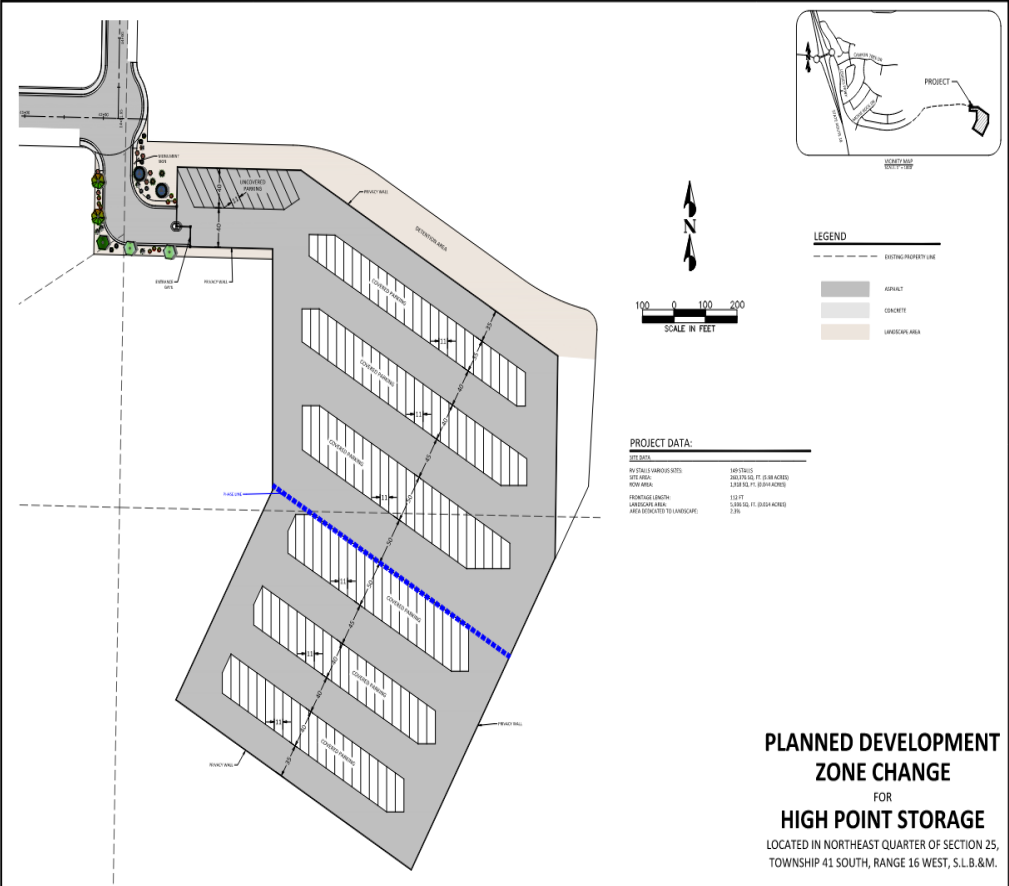


# General Plan Map



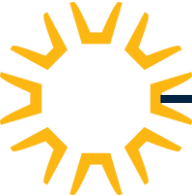


# Approved Site Plan Map

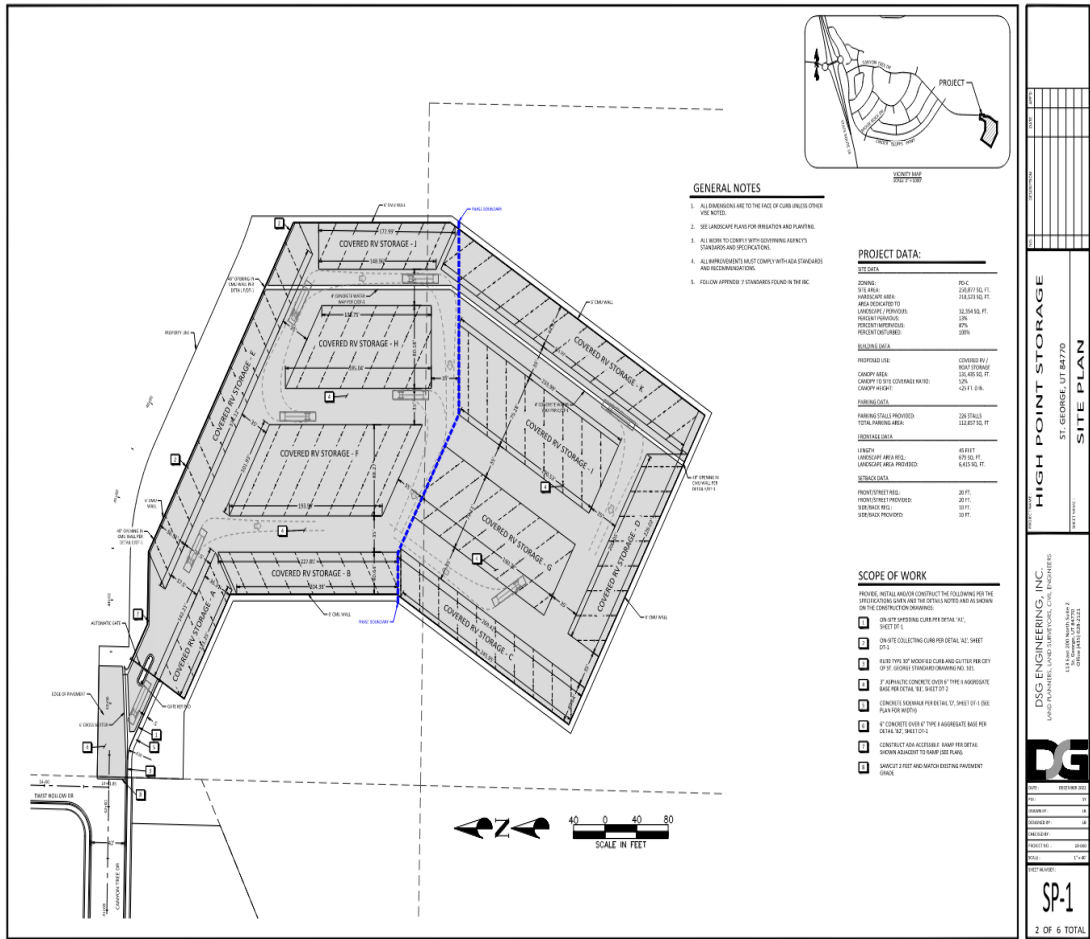


**PLANNED DEVELOPMENT  
ZONE CHANGE  
FOR  
HIGH POINT STORAGE**  
 LOCATED IN NORTHEAST QUARTER OF SECTION 25,  
 TOWNSHIP 41 SOUTH, RANGE 16 WEST, S.L.B.&M.

PROJECT NO: _____		DATE: _____	
DRAWN BY: _____		CHECKED BY: _____	
SCALE: _____		SHEET NO: _____	
<b>HIGH POINT STORAGE</b> ST. GEORGE, UT 84770			
<b>SITE PLAN</b>			
DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____ DATE: _____			
DSG ENGINEERING, INC. LAND DEVELOPMENT SERVICES AND CONSULTING 110 WEST 400 NORTH STEVENAGE, UT 84787 (435) 438-8818			
SHEET NO: SP-1 TOTAL SHEETS: 4			



# Site Plan Map



## HIGH POINT STORAGE SITE PLAN

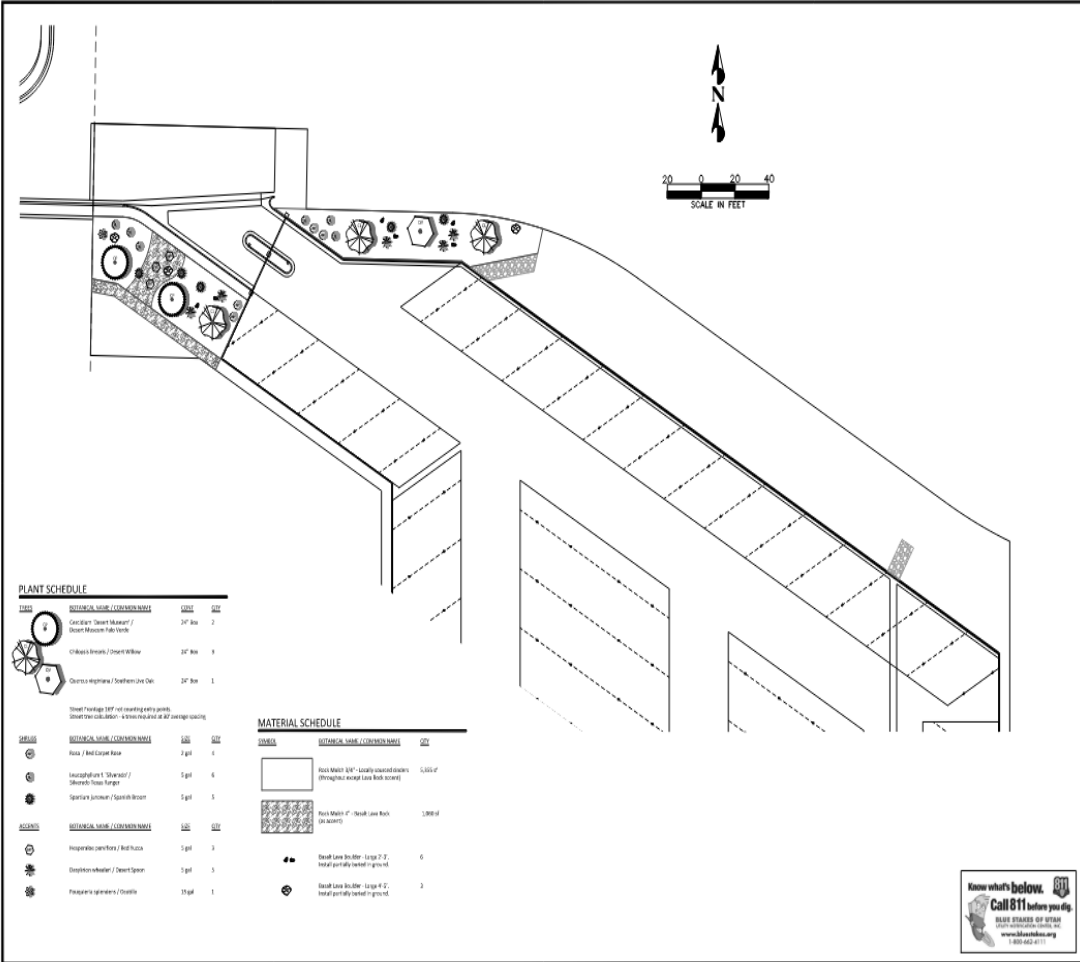
DSG ENGINEERING, INC.  
LAND SURVEYING, CIVIL ENGINEERING  
11111 W. ALPINE AVE. SUITE 100  
DENVER, CO 80202



NO.	REVISION	DATE
1		
2		
3		
4		
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7		
8		
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10		

SP-1

# Landscape Plan





# Sample Elevations

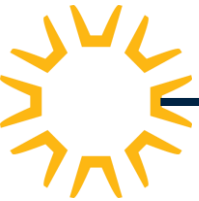
## *Project Characteristics*

### Facility Specifications

- RV/trailer storage only
  - No mini/self storage units
- 149 parking stalls on about 6 acres
- Secure, unobtrusive facility
  - Surrounded by masonry block wall, tall natural slopes
  - Down lighting and security cameras incorporated into parking canopy



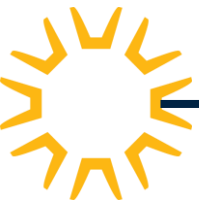
Comparable Project (Adventure Storage/Sun River)



Site Photos

## ***Project Characteristics***

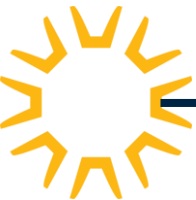
**Gated Access, Down Lighting, Security Cameras**



## *Site Characteristics*

Entrance to Pit/Lava Bluffs Equestrian Center

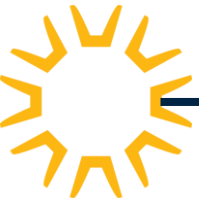
Site Photos



## ***Site Characteristics***

**South View from North Edge of Pit**

Site Photos





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE HIGH POINT STORAGE PD-C (PLANNED DEVELOPMENT COMMERCIAL) TO INCREASE THE APPROVED NUMBER OF RV STORAGE STALLS FROM 149 TO 226 SPACES ON APPROXIMATELY 5.8 ACRES, LOCATED AT 910 WEST 4700 NORTH, JUST EAST OF THE LEDGES DEVELOPMENT FOR A PROJECT TO BE KNOWN AS HIGH POINT STORAGE, WITH THE CONDITONS FROM THE PLANNING COMMISSION.**

(HIGH POINT STORAGE)

**WHEREAS**, the property owner has requested to amend the PD-C (Planned Development Commercial) approvals on approximately 5.8 acres, located at 910 West 4700 North to increase the number of RV storage spaces from 149 to 226; and

**WHEREAS**, the Planning Commission held a public hearing on this request on January 10, 2023, and recommended approval of the requested amendment and project concept, with the following conditions:

1. Use – RV Storage is a use that is allowed in the PD-C zone.
2. Roadway(s) – An access road (Canyon Tree Drive) will extend from Ledges Pkwy to the subject property.
3. Site Plan – If Planned Development Amendment change is approved, future SPR (Site Plan Review) applications and plans shall be submitted and approved by staff (*the SPR is the civil engineering plan set*).
4. Setbacks – Because the property is only adjacent to residential property at the entrance, the required setbacks in the PD-C zone are:
  - Front – 20 ft.
  - Side – 10 ft.
  - Rear – 10 ft.
5. Drainage – A drainage study and plan has been submitted with this application and is included in the staff report. This will also be reviewed again with the site plan review process.
6. Lighting – The applicant has submitted a photometric plan which is in compliance with the city code requirements. This will be reviewed again with the submittal of a SPR application.
7. Landscaping – The applicant has shown conceptual landscaping on the site plan attached to this staff report. A complete landscape plan will be required at the SPR stage

**WHEREAS**, the City Council has determined that the requested change to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Enactment.** The approved planned development within the PD-C Zone for the property described in Exhibit “A”, shall be amended upon the Effective Date of this Ordinance to reflect the approval of additional RV storage stalls as shown in Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 2nd day of March 2023.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

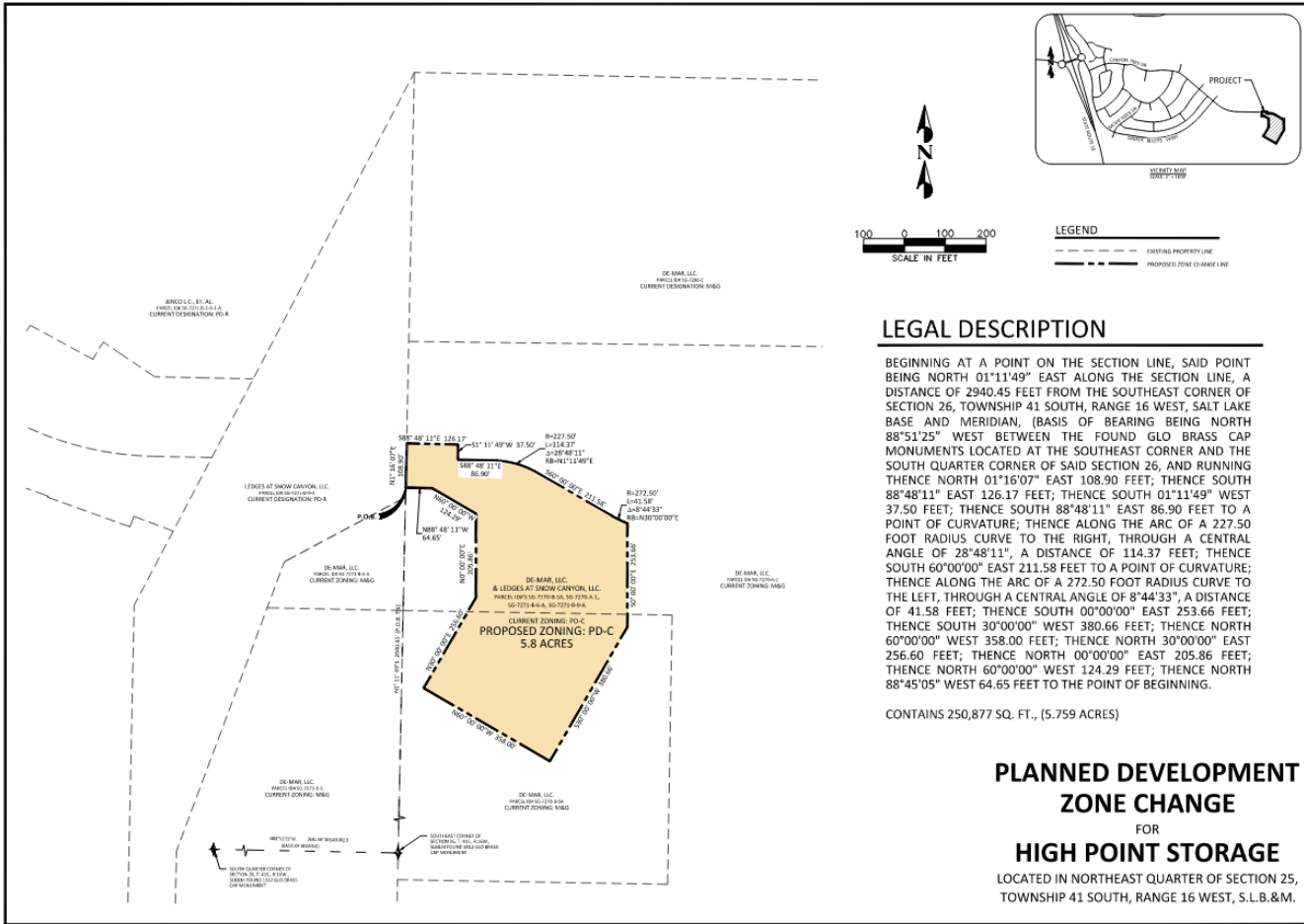
APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Hughes \_\_\_\_\_  
Councilmember McArthur \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

# Exhibit "A" – Legal Description



PROJECT NO.	2024-001
DATE	10/25/24
SCALE	AS SHOWN
CHECKED BY	J. SMITH
DESIGNED BY	J. SMITH
PROJECT NO.	2024-001
DATE	10/25/24
SCALE	AS SHOWN
CHECKED BY	J. SMITH
DESIGNED BY	J. SMITH

**HIGH POINT STORAGE**  
ST. GEORGE, UT 84770

**ZONE CHANGE EXHIBIT**

**DSG ENGINEERING, INC.**  
LAND PLANNING AND SURVEYING CONSULTANTS  
1111 East 200 North, Suite 2  
St. George, UT 84770  
(435) 633-1111

DATE: 10/25/24  
SCALE: AS SHOWN  
PROJECT NO.: 2024-001  
DATE: 10/25/24

**ZC-1**

1 OF 6 TOTAL



# Exhibit "B" – Parcel Exhibit



## High Point Storage

