



BOARD OF TRUSTEES MEETING MINUTES

January 5, 2022

Minutes of a public meeting of the board of trustees of the Washington County Water Conservancy District, held on Wednesday, January 5, 2022, at 533 East Waterworks Drive, St. George, Utah at 6 pm. Those board members present for the meeting were: Chair Ed Bowler, Kevin Tervort, Michele Randall, Chris Hart, Adam Bower and Victor Iverson. Ken Neilson was not present. Also present were General Manager Zach Renstrom, Associate General Managers Corey Cram and Brie Thompson. Jodi Richins, attorney; Karen Barnum, Senior Accountant and Roberta McMullin; Secretary/Treasurer were also present. Other guests at the meeting are included in the sign in sheet.

Chair Ed Bowler welcomed everyone to the meeting.

The first item on the agenda was Open and Public Meeting Act Training by the district's legal counsel, Jodi Richins. The training reviewed notice for meetings, emergency meetings, open meetings, electronic meetings, public comment, and closed meeting requirements. The PowerPoint presentation is attached to these minutes. Zach reminded the board that this training is required for board members each year. He also added that texting between board members can become a record according to the attorney general.

Next on the agenda was **consider approval of bid construction service for Cottam Well 3MG tank.** Zach told the board this is for the contract to construct a new three million-gallon water tank up by Anderson Junction. There are a couple of wells in that location already and an existing tank that is undersized. This system feeds down through Toquerville, LaVerkin and Hurricane. Five bids were received after putting it out for bid. Wadsworth was the low bidder at \$5,148,000. Zach said the actual costs for building tank is about \$1.60-\$1.70 per gallon and that is very competitive with costs right now. The staff feels good about this contractor

and the price. Corey said they did a prequalification of the bidders, and all bidders were qualified.

Victor Iverson made a motion to approve the low bid with Wadsworth and the motion was seconded by Adam Bowler. The vote was as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Chris Hart</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>
<i>Michele Randall</i>	<i>Yes</i>
<i>Kevin Tervort</i>	<i>Yes</i>

Consider approval of engineering services proposal for Dry Wash Reservoir –

Zach said the board has talked about the proposed Dry Wash Reservoir near Ivins Reservoir. They would like to award an engineering contract to Alpha Engineering & RB&G Engineering because of their previous work and the data they already have on this project. Because of their previous work and data on this project, a bid was not put out. It has been divided into two phases – the design portion is at \$698,916 and the constructions phase at \$997,724 and includes the work of both engineering firms. Zach indicated that RB&G designed Sand Hollow Reservoir and many other reservoirs in the state and they approve this proposal and have a lot of confidence in both firms.

Adam Bowler moved to approve both the design and construction management parts of the engineering proposal from Alpha Engineering and RB&G Engineering. The motion was seconded by Kevin Tervort and the vote as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Chris Hart</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>
<i>Michele Randall</i>	<i>Yes</i>
<i>Kevin Tervort</i>	<i>Yes</i>

Discussion of will-serve letters/impact fees - Zach said the cities have brought this up and are concerned about this. Right now, if there is a promissory note or an impact fee has been paid, we will make sure they have water, but other than that there are no guarantees. The cities are issuing preliminary plats for subdivisions and giving permission to build, and the cities have been nervous about this because they are not guaranteeing water. The developers are concerned about this too because they are spending millions of dollars with no guarantee of water. When should the district say “yes” we will provide a will serve letter to provide water? Zach said the mayor’s association has asked him to come and talk about this next week so he would like the board’s input. There was discussion among the board. Victor expressed concern that we commit ourselves too much into the future and the growth can outpace the water development in the county if we are not careful. Ed said we have asked cities to give us some data on how many developments are out there, how many preliminary plats and final plats, etc. He said we need that information from the cities, and then we can see better how to move forward. Chris Hart said the district has to know capacity and how many hookups we have available. There may be enough preliminary plats out there that we may use up all available supply. He said we need to come up with some kind of formula for the distribution of available water and that there needs to be a sunset clause on those plats that haven’t been built on yet. They would have to reapply. He said as far as Ivins City is concerned, they would like to see will-serve letters at the preliminary plat phase. Ed said he feels preliminary plats are more of a land use issue but providing water should come at the end of a final plat. Chris said the cities need to be able to know what they can approve and how many hook-ups or how much service is available.

Zach said Bowen Collins went out and talked to every city and asked how much water they actually have and deliver, and the district has their numbers, but the variability is in how much water is being used. They have been working with the state on these numbers. It has been .89 a.f. for a 10,000 sq ft lot but it has decreased to .78, and we would like to get that closer to .55.

Zach said once we get all the information from the cities, we will bring it back to the board and try to show a bigger picture of what is going on.

Consideration of approval of Toquerville Quit Claim Deeds - In Toquerville UDOT is building a new road. The district has property and a pipeline there. Zach showed a map of the old alignment and the changing of the alignment of the road.

The district has a strip of property along there for a pipeline but now that doesn't make sense. We want the pipeline to go in the right-of-way for the road. The developer would like that strip of property and they are willing to trade for it and give the district property around a district pond in exchange so we would basically be swapping land. One quit claim deed quit-claims the strip of land we own and the other one quit-claims some property around the pond to us. When Toquerville builds the new road, we would like the pipeline installed in that road right-of-way and we will pay them for installation if their contractor puts it in.

Michele Randall moved to approve both Toquerville quit-claim deeds and to approve the Toquerville Parkway Project Memorandum. The motion was seconded by Chris Hart and a vote was taken as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Chris Hart</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>
<i>Michele Randall</i>	<i>Yes</i>
<i>Kevin Tervort</i>	<i>Yes</i>

Consideration of approval of contract to low bidder for Toquerville Sewer Lift Station Relocation Project - In anticipation of the new Toquer Reservoir there is an existing lift station that Ashcreek SSD owns that would be below the high waterline of the reservoir. We need to move it out of the lake. They have been good to work with and said it is okay to move, but we need to pay to move it. The district paid Alpha Engineering to design the replacement design located out of the lake. We put it out for bid now and got two bids, one from Interstate Rock Products and one from Van Con. Interstate was the low bid at \$576,705.20 and Van Con was \$917,250. The lift station hasn't been used yet and so it is better for us to move it before it goes into service. We are moving it onto our property.

Kevin Tervort moved to approve the bid to move the lift station by the low bidder Interstate Rock Products for \$576,705.20 and the motion was seconded by Michele Randall. The voting was as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Chris Hart</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>

Michele Randall *Yes*
Kevin Tervort *Yes*

Consideration of approval of district purchase of 33 shares in the St. George Washington Canal Co. - Zach told the board the district has an individual that Ron has worked with that wants to sell 33 shares. The district has been paying about \$5500 a share, but a few shares have sold for \$10,000 a share so they want \$6,000 per share. We have a long history of buying these shares when they become available.

Chris Hart moved to approve the purchase of 33 shares by the district in the St. George Washington Canal Company. The motion was seconded by Adam Bowler with voting as follows:

Victor Iverson *Yes*
Adam Bowler *Yes*
Chris Hart *Yes*
Ed Bowler *Yes*
Michele Randall *Yes*
Kevin Tervort *Yes*

Consideration of approval of purchase of shares by water district in La Verkin Canal Company - Washington County went in and was looking to buy these same shares and use them in the new confluence area. They came back and said they wanted to sell them to the water district and not the county and they passed a resolution to sell them to water district. Zach told them he would put it on this agenda for the board to discuss. Ed asked who owns the shares. Zach said the city owns the water rights and you can lease the water shares. Cities can water bank the water if not used, but individuals can't. Ed said he thinks if the water shares are available, we should buy them as opposed to somebody else to buying the water and moving it someplace else. After some discussion among the board, the following motion was made:

Victor Iverson made a motion to go ahead and buy the water shares in La Verkin Canal Company. Kevin Tervort seconded the motion, and a vote was taken:

Victor Iverson *Yes*
Adam Bowler *Yes*

<i>Chris Hart</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>
<i>Michele Randall</i>	<i>Yes</i>
<i>Kevin Tervort</i>	<i>Yes</i>

Manager's Report – water year – Zach reported that the Snotel sites that measure the depth of the snow and how much water is in the snow, show that as of today, the Virgin River is looking at 180% of average, which is excellent.

Santa Clara is around 180% also. Compared to the last board meeting Zach said we have had some phenomenal storms come through, even the Colorado River drainage got a phenomenal amount of snow as did most of the western United States. Because of the good soil moisture, the melted snow will make it into our reservoirs and should be able fill the reservoirs up.

The Snotel site on Kolob is above average, but if we don't get any precipitation in next few months, it is possible we could go back into a drought situation. Things look good now, but we still need more rain to come in. The Gutz Peak Snotel site has shown Enterprise has been very dry, but now that is showing better numbers too. The Upper Reservoir in Enterprise has come up about 11 or 12 feet.

Zach told the board we have some great projects going on, but he won't spend time on these now. The district just finished a three-million-gallon tank at Warner Valley.

He also showed a picture of the Quail Hydroplant on Christmas Eve when there was a little flood. It rained hard and clogged up the lines and water came up in the hydroplant. He wanted to recognize and thank our operations crew because three or four of them left their families on Christmas Eve/early Christmas morning and worked together to get it back online.

Ed Bowler introduced a member of the audience, Dan Adams, who is working for the state on a five-year contract to be a facilitator and mediator on the Utah Watershed Act. The legislature in the 2020 legislative session passed the Utah Watershed Act (HB 166) and he was hired to help implement this. There are five watershed councils in the state and now the creation of a statewide watershed council. Tomorrow afternoon they will have a kickoff meeting of the state watershed council. They want to make sure that the Utah Watershed Act reflects the sentiments, interests, and feelings of people throughout the state. They have

met with 150 people throughout state about what they want and don't want. He said the intent of the watershed councils is to improve coordination, collaboration, and to share resources and knowledge. It is not to replace any organizations that are doing well but to help improve communication and working together. They can't do local watershed councils until the state watershed council is in place. Corey said he would be representing the Utah Association of Special Districts at the meeting tomorrow for the kickoff the state watershed council. Commissioner Victor Iverson will be representing the Utah Association of Counties. Dan said after the implementation of the state watershed council tomorrow he will find another time to meet with the water district about how that council could be effective and meaningful for the district.

Ed asked if there was any other comments or questions,

Steve Meisner of the Virgin River Program said they have their 2022 calendars out and they are available here at the district.

Consider approval of Board of Trustees' meeting minutes from December 1, 2021.

Kevin Tervort made a motion to approve the minutes of the December 1, 2021, Board of Trustees' meeting as presented. The motion was seconded by Michele Randall and the voting was as follows:

<i>Victor Iverson</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Chris Hart</i>	<i>Yes</i>
<i>Ed Bowler</i>	<i>Yes</i>
<i>Michele Randall</i>	<i>Yes</i>
<i>Kevin Tervort</i>	<i>Yes</i>

Meeting Adjourned - There was no further business, and the meeting was adjourned upon motion.



Secretary

OPMA Closed Meeting Steps

Board member moves to close the meeting for one of the permitted reasons

- "I move to close the meeting for (reason)"
- Second by another board member

Chair holds vote

- Two-thirds of members present must vote to close meeting
- Chair publicly announces to the public:
 - Reason(s) for closing the meeting
 - Location of the closed meeting
 - Vote by name, of each member of the public body, for or against closing the meeting
- Secretary enters the above information into the minutes of the open meeting
- Chair invites the public to leave

Chair begins the closed meeting by stating for the recording:

- Date, time, and place of meeting
- Names of members present and absent
- Names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of closing the meeting

Recording and Minutes

- A recording of the closed meeting must be kept (except as outlined below).
- Minutes are not required but may be kept (except as outlined below). If minutes are kept, they should contain the information in the section above.
- When discussing (1) the character, professional competence, physical or mental health of an individual, or (2) the deployment of security personnel, devices or systems, no recording or minutes are kept. Instead, the chair or board member presiding signs a sworn statement affirming that the sole purpose for closing the meeting was to discuss one of these purposes.

Prohibitions in Closed Meeting

- DO NOT discuss a matter that is not the permitted reason for closing the meeting.
- DO NOT approve an ordinance, resolution, rule, regulation, contract, or appointment.
- DO NOT vote on anything except to close the meeting. Take all votes resulting from the closed meeting discussion in an open meeting after ending the closed meeting.
- DO NOT interview a person applying to fill an elected position.
- DO NOT discuss filling a midterm vacancy or temporary absence governed by the election code, or the character, professional competence, or physical or mental health of a candidate for the vacancy.

Board Member Moves to End the Closed Meeting

- "I move to end the closed portion of the meeting and return to a public meeting."
- Second
- Motion may be approved by simple majority of members present (rather than two-thirds of members)
- Chair opens the meeting to the public and holds any votes in open portion of meeting





Open and Public Meetings Act

Utah Code Annotated § 52-4-101 et seq.

1

Notice: In General

- 24 hours
- Agenda, date, time and place of meeting:
 - Agenda must be reasonably specific about topics to be considered
 - May only take final action in an open meeting where topic is listed on agenda and included in the advance public notice
- Principal office of the public body
- Utah Public Notice Website
- Newspaper
 - Fulfilled if newspaper/subscribes to the notices on the Utah Public Notice Website (U.C.A. § 63G-1-701(4)(d))
- Post notice of annual meeting schedule (date, time, and place)

Utah Code Ann. § 52-4-202

2

Notice: Emergencies

- Emergency Meeting:
 - Best notice practicable: time, place and topics of meeting
- May only be held if:
 - Attempt to notify all members of public body and majority of members approve the meeting

Utah Code Ann. § 52-4-202

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Open Meeting

- Convening of a public body
- Quorum present
- In person or electronically
- To discuss, receive comments from the public, or act upon a matter over which the public body or specific body has jurisdiction or advisory power

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Open Meeting

- Does not mean . . . chance gathering or social gathering. U.C.A..
- Includes workshops and executive sessions

Utah Code Ann. §§ 52-4-103(6); 52-4-201(2)

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Open Meeting

Minutes:

- Date, time, place of meeting;
- Names of members present and absent;
- Substance of all matters proposed, discussed or decided;
- Record of each vote taken by individual;
- Names of persons who provide public comment/testimony and substance thereof;
- Other information that is a record of the proceeding that a member requests entered

U.C.A. § 52-4-203(2)

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OPEN MEETING

Updates to Minute Requirements

- Board must require that an individual presenting or providing electronic information in the meeting provides a copy to the body for inclusion in the public record.
- Within 3 business days after approving written minutes, either the minutes and any public materials distributed at the meeting, or a link to these items as posted on the district website, must be posted on the state public notice website. (Continue to make available at public body's primary office as well.)

U.C.A. § 52-4-203(4)(d)&(g)

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Open Meeting

Recording: (U.C.A. § 52-4-203(3))

- complete and unedited from beginning to adjournment
- labeled/identified with date, time, place of meeting

8

Closed Meeting

- **Individual:** discussion of the character, professional competence, or physical or mental health of an individual;
- **Collective Bargaining**
- **Litigation:** strategy sessions to discuss pending or reasonably imminent litigation;

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Closed Meeting

- **Procurement**
- **Real Property Purchase, Exchange, Lease, Sale** if public discussion of the transaction would disclose value or prevent completing the transaction on best possible terms
- **Security Deployment**
- **Criminal Misconduct:** investigative proceedings regarding allegations of criminal misconduct

U.C.A. §52-4-205

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Closed Meeting

Updates to Closed Meeting Purposes

- **Colorado River Authority of Utah Meeting** (may be closed if):
 - Purposes is to discuss interstate claim to the use of water in Colorado River; and
 - Failing to Close meeting would:
 - Reveal contents of a protected record,
 - Reveal legal strategy relating to state claim in river;
 - Harm ability of the authority or river commissioner to negotiate the best terms regarding to use of water river; or
 - Give any advantage to another state or the federal government in negotiations regarding use of water in river

U.C.A. 52-4-205(2)(f)

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Closed Meeting

- **Quorum**
- **Open meeting properly noticed**
- **Two-thirds of members present vote to close**
- **Publicly announce in open meeting and include in minutes:**
 - Reason(s) for closed meeting
 - Location of closed meeting
 - Vote, by name, of each member either for or against closing the meeting

Utah Code Ann. § 52-4-204(4)

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Closed Meeting

- Each matter discussed in the closed meeting must be a matter for which a meeting may be closed
- An ordinance, resolution, rule, regulation, contract, or appointment may not be approved at a closed meeting.

Utah Code Ann. § 52-4-204(2)–(3)

13

Closed Meeting

Updates to Closed Meeting Requirements

- No vote may be taken in a closed meeting (except a vote on motion to end the closed portion of the meeting)
- A motion to end the closed portion may be approved by a majority of the members present.

U.C.A. §52-4-204(3)(b)

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Closed Meeting

- Except in certain specified instances:
 - Closed portion must be recorded
 - Complete and unedited
 - Written minutes may be kept
- Recording and any minutes must include:
 - Date, time, and place of the meeting
 - Names of members present and absent, and
 - Names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of closing the meeting.

Utah Code Ann. § 52-4-206(1)–(3)

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Closed Meeting

- If exclusively for discussing security deployment or individual:
 - Person presiding signs sworn statement affirming sole purpose for closing the meeting was for such, and
 - No recording or minutes are kept

Utah Code Ann. § 52-4-206(6)

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Electronic Meeting

- To hold an electronic meeting, board must adopt a resolution governing electronic meetings (see Admin Policy 7.9.4)
- Post notice as normally required plus provide notice of electronic meeting to board members at least 24 hours before meeting and a description of how board members will connect
- Must provide an anchor location for the public (except under some circumstances) and may provide an electronic means for public to attend

U.C.A. §52-4-207

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Electronic Meeting

Exception to Anchor Location Requirement

- The electronic meeting may be held without an anchor location if:
 - The board chair determines that conducting the meeting with an anchor location presents a substantial risk to health or safety of those who are/would be present; or
 - The normal meeting location has been ordered closed to the public for health or safety reasons.
 - The public body provides a means for members of the public to attend electronically.
- The determination expires 30 days after the date it is made.

U.C.A. §52-4-207

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Electronic Meeting

Exception to Anchor Location Requirement (cont'd)

- If the chair determination or closure order is made before the meeting, the public notice must include a statement describing the chair's determination; a summary of the facts upon which the determination is based; and information about how the public may attend electronically;
- If the chair determination is made during the electronic meeting, the chair must announce it during the meeting and state a summary of facts upon which it is made.

U.C.A. §52-4-207

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Public Comment

- Allowed but not required
 - Exception: Required where statute requires a public hearing (limited cases)
- May be limited by the public body
- If a "person willfully disrupts the meeting to the extent that orderly conduct is seriously compromised," the person may be removed. (U.C.A. § 52-4-301)

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Public Comment

- At the discretion of the presiding member, a topic raised by the public may be discussed during an open meeting, even if not included in the agenda or advance public notice.
- However, a public body may not take final action on a topic in an open meeting unless the topic is:
 - Listed under an agenda item, and
 - Included with the advance public notice

Utah Code Ann. § 52-4-202(6)

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Enforcement

- Actions voidable by court
- Suits to compel compliance, enjoin violations
- Attorney fees awarded to successful plaintiff
- Public disclosure of closed meeting content
- Class B Misdemeanor of knowing or intentional violation of closed meeting provisions

U.C.A. §52-4-301 *et seq.*

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Procurement Memo

To Zachary Renstrom, General Manager
From Randy Johnson, Project Manager
Date January 5th, 2022
Subject Procurement of Construction Services for Cottam Well 3 MG Tank

Type of Procurement: Invitation to Bid for Construction Services

Item Description: Construction Services are needed to construct the Cottam Well 3 MG Water Storage Tank.

Reason for Procurement: The Project Development Department of the Washington County Water Conservancy District (District) needs to procure this service because the District needs to construct an additional water storage tank to increase its water storage capacity in the Cottam Well System.

Review of Bidders: Ralph L. Wadsworth Construction submitted the lowest responsive bid of \$5,148,000.00. Other bids received are described in the attached bid tabulation.

Purchase Amount: \$5,148,000

Contract Type(s): fixed price

Approved:

Zachary Renstrom, General Manager

BID SCHEDULE SUMMARY

Cottam Well Tank Project
Washington County Water Conservancy District
Bids Were Opened On: Tuesday, December 14, 2021



BASE BID		Description	Quantity	Unit	Engineer's Option	Dale Cox Construction	Interstate Rock Products	ProBuild Construction	Ralph L. Wadsworth	Price Summary		
Item No.										Amount	Average	Low
1		Mobilization, Demobilization, and Administrative Items	1	LS	\$520,000	\$450,000	\$188,000	\$500,000	\$668,000	\$890,000	\$536,000	\$168,000
2		Construction Surveying and Stormwater Pollution Prevention Plan	1	LS	\$50,000	\$45,000	\$25,900	\$50,000	\$30,000	\$120,000	\$53,483	\$25,900
3		Earthwork, Excavation, and Structural Fill for new Tank Embankment and Access Roads, Complete	1	LS	\$548,205	\$619,500	\$345,500	\$1,000,000	\$900,000	\$250,000	\$610,534	\$250,000
4		Construction of new 3 MG Cottam Well Tank Project, Complete	1	LS	\$3,502,503	\$4,236,769	\$4,268,360	\$5,600,000	\$2,745,000	\$3,875,000	\$4,037,942	\$2,745,000
5		Lump Sum Costs for balance of Work, Complete in accordance with these Contract Documents, including all Work not included in Items 1 through 4.			\$587,038	\$597,553	\$321,000	\$500,000	\$805,000	\$285,000	\$512,599	\$265,000
					Base Bid Price:	\$6,207,746	\$6,148,780	\$7,680,000	\$5,148,000	\$6,460,900	\$5,750,558	\$5,148,000
					DIFFERENCE FROM LOW BID:	\$59,746	\$780	\$2,502,000	\$0	\$252,000		
					% DIFFERENCE FROM LOW BID:	1.16%	0.015%	48%	0%	5%		

EXHIBIT A - SCOPE OF WORK DRY WASH RESERVOIR PROJECT

ARTICLE 1

DESIGN ENGINEERING SCOPE OF WORK

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

- 1.1 Topographic and Right of Way Survey.** The ENGINEER will conduct a topographic survey using our drone survey equipment to cover the entire proposed reservoir basin so that appropriate storage-elevation and elevation-discharge relationships can be developed. The topographical drone survey will be supplemented by additional field survey using GPS survey equipment to define key features where more detailed design information is required to complete planning and design of this project. Current mosaic aerial imagery will be obtained at the time of the survey to be utilized for the planning and design work. Field survey will be completed to identify rights of ways and property lines, existing storm drain and utilities where available, and other information necessary to complete the design of the reservoir. The ENGINEER will also plot the existing easements, road dedication(s) and property ownership for the project. This will include establishing centerlines, developing topographic information, collecting profiles, test pit and boring locations, and cross-sections for various lines and structures.

All measurements and ground surveys shall be located with Universal Transverse Mercator (UTM) coordinates. Benchmarks shall be on the North American Datum 1983 (NAD 83) for horizontal and North American Vertical Datum 1988 (NAVD 88) for vertical. The ENGINEER will use a combination of traditional transit field survey methods and photogrammetry to compile any required survey data.

Two control points will be established for the project which will have horizontal and vertical control datum established for each. This control will be used throughout the contract. The location, description, and elevation of the control points will be shown on the aerial topography mapping created for the project.

- 1.2 Legal Descriptions for Easements and Rights-of-Way.** The ENGINEER will prepare legal descriptions and associated exhibits for sections of the reservoir or access and haul routes on private property that need to be purchased or that require an easement. The legal descriptions and associated exhibits will be labeled as Exhibits A and B and be incorporated into the Washington County Water Conservancy Districts (WCWCD) standard Easement form. We recommend title work be completed for the easements (or property purchase) to identify lien holders. We will review the title reports for each respective property and plot any existing easements noted and update property ownership as necessary from the title report for each parcel. We will also identify existing senior lien holders from the title report for each property and prepare consent to record documents for each easement (or warranty deed) to be signed by the lienholder(s). The legal descriptions will be given to an appraiser, selected by the

OWNER, for an appraisal of each of the easements required. After the easements have been appraised, we understand the WCWCD will meet with each property owner to obtain the easements. The ENGINEER will assist the OWNER in meeting with individual property owners as needed.

- 1.3 Hydrology and Hydraulic Design.** The ENGINEER will complete the hydrologic and hydraulic analyses for the reservoir and shall include the following: Determine the hazard classification for the dam, hydrologic analyses, hydraulic analyses, prepare flood plain maps, and develop breach flood inundation map for Emergency Evaluation Plans. We have assumed the hazard classification will be High Hazard and will verify this per the requirements of the Utah Office of the State Engineer, Dam Safety.

The hydrologic analysis will include developing inflow hydrographs, outflow hydrographs hydraulic stream routing and hydraulic routing and proportioning of the dam, and a hydrology and hydraulics report. The ENGINEER will evaluate precipitation values per Utah State Rule R655-11-4 and will calculate the Spillway Evaluation Precipitation (SEP). Using the SEP values, the ENGINEER will generate hydrographs for both the 72-hour, general Spillway Evaluation Flood (SEF) as well as the 6-hour local SEF as required by the State of Utah. For basin capacity calculations, a Sediment Survey and volume calculations shall be completed. RB&G Engineering's Project Geologist will review the sediment yield to the basin under projected future conditions. The inflow hydrographs shall be routed through the proposed dam and downstream through the study area. This will provide outflow hydrographs and stream routing downstream of the dam. Uncontrolled drainage areas downstream of the dam shall be included in the analyses. Water surface profiles for the routed storms shall be completed using HEC-RAS and the hydrology and hydraulic models with sensitivity analysis shall be run through several iterations so that the models provide consistent results. The breach hydrograph shall be developed using procedures in TR-66 and shall be routed downstream using the HEC-RAS model. The hydrology and hydraulics report shall be a narrative summary of all procedures and assumptions.

Flood plain mapping downstream of the dam shall be developed for the rainy day and sunny day failures as required by the Utah State Engineers office and shall show the plan or aerial view only. The breach inundation map delineates the area affected by a catastrophic failure of the dam and shall show the following flood plains: Freeboard hydrograph, Breach hydrograph and 100-year, 24-hour hydrograph. The map shall provide an aerial view and profile with water surfaces shown.

- 1.4 Preliminary Design.** The ENGINEER will evaluate the alignment from the 2004 study using current topography and preliminary investigations. The ENGINEER will also evaluate the existing 36" Ivins City storm drain that discharges into the existing wash from Center Street that will be inundated as part of this project and provide recommendations for raising the outlet and energy dissipation structure above the proposed high water elevation. Existing piping from the reuse pipeline system along Old Highway 91 will be evaluated, and preliminary outlet works laid out. Preliminary design will also evaluate proposed staging areas and haul routes and preliminary profiles will be prepared for these routes. As part of the preliminary design, the ENGINEER will prepare a rehabilitation or mitigation and monitoring plan for planting riparian and wetland vegetation that is disturbed.

- 1.5 404 Permit.** The ENGINEER will prepare and submit to the Utah State Engineers office and the US Army Corps of Engineers the joint permit application to obtain the necessary stream alteration and Section 404 permits for the project. This will include completion of the application, preparation of necessary exhibits, quantities, and shape files in support of the application.
- 1.6 Outlet Works and Spillway Design.** The ENGINEER will complete design for the outlet works and primary and secondary spillway and appurtenant design to include providing foundation design recommendations, performing structural design analyses and details for cut-off walls, weirs and intake structures. The dam freeboard is a critical component of spillway and embankment seismic stability design which will be closely coordinated with the design team and the State Engineers office. Coordination will be performed for an efficient design considering multiple design factors.
- 1.7 Additional Foundation Investigation.** Three possible dam alignments were identified at the Dry Wash site during the 2004 feasibility study. At that time, a dam with a hydraulic height up to about 80 feet retaining up to about 4,500 acre-feet was considered. Dam Alignment 3, which is upstream of a left abutment slide area and a salient containing thick overburden deposits was recommended. For conceptual design of the smaller dam currently being considered, it is anticipated that the most economical alternative will be to construct the dam along Alignment 1 with a cutoff that extends in an easterly direction on the left abutment to a location where relatively low-permeability bedrock exists at the reservoir high water elevation.

As indicated in the 2004 report, geotechnical borings are recommended at about 200-foot spacing along the dam alignment. Borings at about 100-foot spacing are recommended along the left abutment cutoff. The dam embankment will be about 650 feet long and the left abutment cutoff may be about 600 feet long. We recommend that 4 borings be planned along the dam embankment alignment and 6 borings be planned along the left abutment cutoff alignment. We also recommend that three additional borings be planned to investigate dam and spillway foundation conditions.

Four of the 13 recommended borings were completed during the 2004 Feasibility Study. For the final design study, we have assumed that 1 boring will be drilled to a depth of 75 feet along the dam alignment, 5 borings will be drilled to average depths of 60 feet along the left abutment cutoff alignment, and 3 borings will be drilled to average depths of 25 feet along the outlet and spillway alignments. Permeability tests will be performed to evaluate seepage characteristics and samples will be obtained for laboratory testing. We have assumed that one week of work with a trackhoe will be required to construct access roads for final design foundation investigations.

Samples obtained during the foundation investigations will be tested in the laboratory to determine appropriate design parameters. We have assumed that moisture content, unit weight, mechanical analyses, Atterberg limits, soluble salt, unconfined compressive strength, direct shear, triaxial compression, and dispersive clay tests will be performed.

- 1.8 Borrow Investigations.** We anticipate that identifying the materials to be used for construction of the dam will be a key component of this design since limited quantities of

embankment core and shell materials are available from within the proposed reservoir basin. We have assumed that 60 hours of trackhoe work will be required to investigate potential borrow areas, and that borrow areas will include the Dry Wash basin and other areas available for use during the project. The type of dam (earthfill, rockfill, RCC) most efficient for this project will be dependent upon the type and quality of materials available for embankment construction.

- 1.9 Laboratory Testing.** Samples obtained during the borrow investigations will be tested in the laboratory to determine appropriate design parameters. We have assumed that moisture content, mechanical analyses, Atterberg limits, moisture density relationship (Proctor), soluble salt, direct shear, triaxial compression, dispersive clay, specific gravity, absorption, soundness, and Los Angeles abrasion tests will be performed.
- 1.10 Final Stability, Seepage and Settlement Analysis.** The ENGINEER will perform Stability, seepage, and settlement analyses for final design evaluations. Evaluations will be performed for static and seismic conditions to demonstrate compliance with Utah State design requirements. We have assumed that Newmark sliding block analyses will be required for seismic design of the embankment.
- 1.11 Final Embankment Design.** As discussed above, earthfill, rockfill, and RCC embankments will be considered for this project. The 2004 analyses estimated that an embankment with an earthfill upstream slope and a rockfill downstream slope would have the lowest estimated cost at this site; however, the estimated costs for a rockfill embankment or an RCC structure were only 5 to 12% greater than the earthfill-rockfill option. Refined final embankment design evaluations will be performed considering the foundation conditions, investigations, testing, available borrow materials, and analyses described in the tasks above.
- 1.12 Final Design Report.** The ENGINEER will complete a report summarizing the design evaluations for the project. The report will include summaries of the investigations and laboratory testing, design analyses, and assumptions made during the project design. A draft report will be submitted for review by the OWNER. Comments received will be addressed in the final design report. The final report will be submitted with final construction drawings to the Utah State Engineers office of Dam Safety for review.
- 1.13 Construction Plans and Specifications.** Construction plans and specifications will be prepared for the dam, outlet works, spillway(s) appurtenant structures, structural details, piping connection plans, and all associated details for the dam construction. Construction plans will also include re-routing of the Ivins City storm drain and energy dissipation structure above high water. Construction drawings will include specifications and details for the necessary riparian and wetland vegetation re-planting below the dam that was identified in the E/A. We have assumed that 60% drawings will be prepared illustrating major design components, 90% drawings and specifications will be prepared for final project team review, and final drawings and specifications will be prepared for project bidding. The plans and specifications will be submitted to the OWNER for review. Technical specifications will be provided to be included in the WCWCD's standard front-end contract documents, and an updated Engineers Opinion of Probable Cost will be provided with this submittal.
- 1.14 Agency Review.** The ENGINEER will coordinate with the various agencies that will need

to review the plans as part of this project. We have envisioned that this will include the State Engineers office, Dam Safety division, the City of Ivins, and SITLA. Coordination will be completed with the OWNER prior to submitting to any of the affected agencies.

1.15 Make Revisions/Additions. After receiving comments from the OWNER, State Engineers office, City of Ivins and SITLA, the construction drawings, Engineers Opinion of Probable Cost, specifications, and contract documents will be revised accordingly.

1.16 Assemble Bid Package. The revised construction drawings, cost estimate, specifications, and contract documents will be assembled and submitted to the OWNER for final review and approval. Upon receiving final approval, a final Bid package will be put together for bidding the project.

Included in this budget are in person (RB&G virtual) meetings every two weeks during the critical design periods with 60% and 90% review meetings to be held in St. George. We anticipate the following schedule in completing design deliverables:

- Test Hole Logs and Laboratory Test Results – To be submitted within four months following the Notice to Proceed (NTP).
- 60% Design Drawings – To be submitted within six months following the NTP.
- 90% Design Drawings, Construction Specifications, and Design Report – To be submitted within nine months following the NTP.
- Final Design Documents – To be submitted within one month following receipt of 90% review comments. We estimate that final design documents will be available about one year following NTP.

ARTICLE II

CONSTRUCTION ENGINEERING SCOPE OF WORK

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

2.1 Bid Advertisement. The ENGINEER will prepare for the OWNER an Advertisement for Bids for the project. The ENGINEER will also provide copies of the drawings, specifications, and contract documents required by prospective bidders, material suppliers, and other interested parties, but may charge for the actual cost of such copies.

2.2 Pre-Bid Meeting. The ENGINEER will invite all potential bidders and conduct a pre-bid meeting. Elements of the contract will be discussed and presented to potential bidders to aid them in preparation of their bids.

2.3 Bid Opening. The ENGINEER will attend the bid opening, tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.

2.4 Contract Award. Upon award of the Contract, the ENGINEER will furnish to the OWNER,

five (5) sets of contract plans and specifications for execution of the Contract.

- 2.5 Preconstruction Conference.** The ENGINEER shall provide notification for and conduct a Preconstruction Conference for the project prior to beginning work. Invitations to the Preconstruction Conference shall be issued to the OWNER, Contractor, State Engineer, Bureau of Land Management, and others having specific interest in the project.
- 2.6 Construction Staking.** The ENGINEER will provide construction staking for the project including staking for the dam alignment, foundation excavation, access and haul roads, storm drain re-alignment, outlet works, spillway(s), and construction limits.
- 2.7 Contractor Partial Payments.** The ENGINEER will review the Contractor's applications for progress and final payment and, when approved, submit the same to the OWNER for payment.
- 2.8 Construction Observation & Testing.** The ENGINEER will provide full time observation of the work to ascertain satisfactory completion of work performed and provide required documentation to the Utah State Engineer, Dam Safety office through the course of construction. An on-site laboratory will be provided and testing including proctors to determine optimum density, density tests, gradations, and concrete testing will be performed. The ENGINEER does not guarantee the performance of the Contractor(s) by the ENGINEER's performance of said periodic construction observations. The ENGINEER's undertaking hereunder shall not relieve the Contractor of the obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the Contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
- 2.9 Substantial Completion.** The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of satisfactory completion to and obtain the written acceptance of the facility from the OWNER.
- 2.10 Record Drawings.** The ENGINEER will provide the OWNER with one set of reproducible record drawings and two sets of prints to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction and reviewed by the ENGINEER and from the ENGINEER's construction data.
- 2.11 Emergency Action Plan and Standard Operating Procedure.** The ENGINEER will prepare an Emergency Action Plan (EAP) and Standard Operating Procedure (SOP) for the reservoir and appurtenant structures. Flood inundation mapping prepared as part of the design will be included in the EAP. The EAP and SOP will be coordinated with the OWNER and the State Engineers office. Upon approval from the State Engineer, the EAP and SOP will be provided to the OWNER in hard copy and digital format. Acquisition

ARTICLE III

BASIS OF COMPENSATION

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

3.1 Design Fee. For all design engineering services as outlined in Article I, "Design Engineering Scope of Work", the ENGINEER shall be compensated the fixed fee not to exceed Eight Hundred Twenty Five Thousand Nine Hundred and Fifty Five dollars, \$825,955.00. The lump sum design fee is broken down for different aspects of the project as follows:

3.1.1	Topographic and Right of Way Survey	\$17,712.00
3.1.2	Legal Descriptions for Easements and Rights-of-Way.....	\$10,080.00
3.1.3	Hydrology and Hydraulic Design	\$37,320.00
3.1.4	Preliminary Design	\$76,828.00
3.1.5	404 Permit.....	\$7,574.00
3.1.6	Outlet Work and Spillway Design	\$56,382.00
3.1.7	Additional Foundation Investigation	\$93,071.00
3.1.8	Borrow Investigation	\$43,586.00
3.1.9	Laboratory Testing.....	\$28,503.00
3.1.10	Final Stability, Seepage and Sediment Analysis.....	\$47,564.00
3.1.11	Final Embankment Design.....	\$35,664.00
3.1.12	Final Design Report	\$45,774.00
3.1.13	Construction Plans and Specifications.....	\$132,758.00
3.1.14	Agency Review	\$16,760.00
3.1.15	Make Revisions/Additions.....	\$14,860.00
3.1.16	Assemble Bid Package.....	<u>\$34,480.00</u>
	Total Design Fee.....	\$698,916.00

3.2 Construction Engineering Fee. For all construction engineering services as outlined in Article II, "Construction Engineering Scope of Work", the ENGINEER shall be paid on an hourly rate basis in accordance with our *Standard Rate Schedule*. An estimated cost for construction engineering has been prepared for project budgeting purposes. The construction engineering estimate will be refined at about the 90% design level, when the scope and schedule of construction for the project are better defined. This preliminary estimate assumes the following:

- The Lead Geotechnical Design Engineer will attend on-site meetings and inspections bi-weekly,
- A Senior Geotechnical Engineer will attend on-site meetings and inspections monthly,
- There will be one full-time resident engineer and one full time inspector. A field technician will be required 50% of the project duration.
- An on-site field office, and laboratory will be provided. The OWNER will provide temporary power service to these facilities.

It may be feasible to reduce the construction engineering costs if the Dry Wash Dam is constructed while the City of St. George constructs the Graveyard Wash Dam, since on-site facilities and Design Engineer/Sr. Engineer visits could likely be shared between the two projects.

Construction Management

Item	Rate	Quantity	Cost
Principal Engineer, P.E. (1 hrs/wk)	\$189	52	\$9,828.00
Principal Geotechnical Engineer, P.E. (3.5 hrs/wk)	\$176	182	\$32,032.00
Senior Engineer, P.E. (20 hrs/wk)	\$140	1,040	\$145,600.00
Project Engineer, P.E. (50 hrs/wk)	\$127	2,600	\$330,200.00
Land Surveyor, L.S.	\$130	68	\$8,840.00
Survey Crew Chief w/ GPS	\$133	128	\$17,024.00
Field Inspector and Field Technician (50 & 25) hrs/wk)	\$61	3,900	\$237,900.00
Design Technician (Record Drawings, EAP, SOP)	\$101	100	\$10,100.00
Secretary	\$69	156	\$10,764.00
Foundation Mapping Senior Geologist	\$132	60	\$7,920.00
Foundation Mapping Staff Geologist	\$85	60	\$5,100.00
Direct Costs /wk (Field Office and Lab Trailer, Testing Equipment, Mileage, Per Diem etc.)	\$3,508	52	\$182,416.00
Total Estimated Construction Management			\$997,724.00

- 3.3 **Additional Services.** Additional work and reproduction expenses will be invoiced per our *Standard hourly rates*. No extra work will be performed without the consent of the OWNER. It should be noted that hourly rates will be adjusted by inflation each year.

Toquerville City / WCWCD Exchange

12-11-21



Toq. City to
WCWCD
0.15 ac.

WCWCD to
Toq. City
0.14 ac.

Final
Alignment
2021

Exist.
alignment to
be replaced

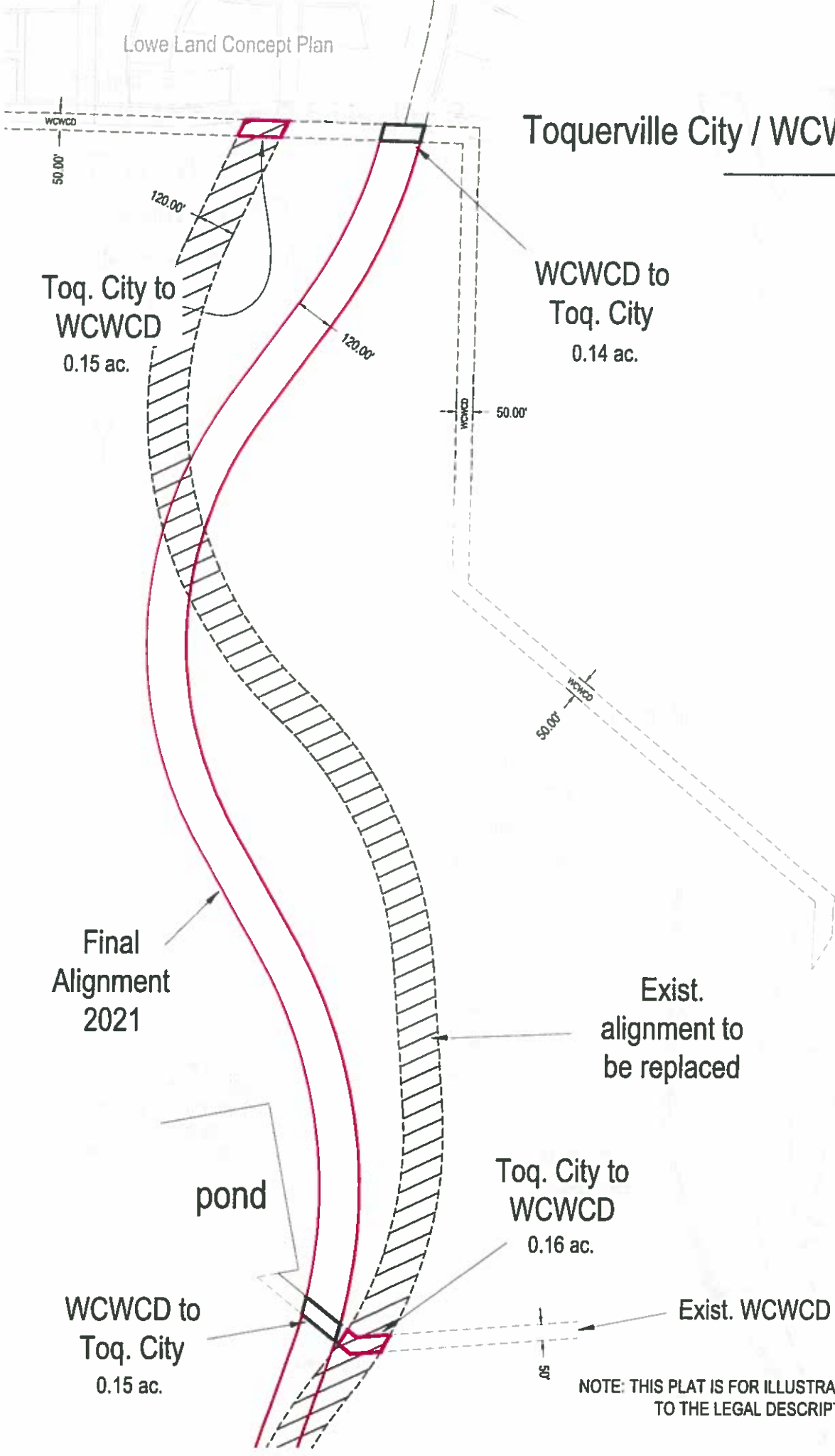
pond

Toq. City to
WCWCD
0.16 ac.

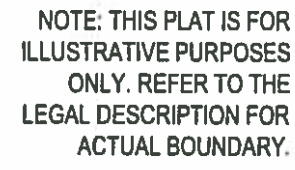
WCWCD to
Toq. City
0.15 ac.

Exist. WCWCD Fee Simple Strip

NOTE: THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. REFER
TO THE LEGAL DESCRIPTION FOR ACTUAL BOUNDARY.



Low Land Concept Plan



12-30-21



NOTE: THIS PLAT IS FOR
ILLUSTRATIVE PURPOSES
ONLY. REFER TO THE
LEGAL DESCRIPTION FOR
ACTUAL BOUNDARY.

Toquerville City / WCWCD Exchange

12-11-21



Toq. City to
WCWCD
0.15 ac.

WCWCD to
Toq. City
0.14 ac.

Final
Alignment
2021

Exist.
alignment to
be replaced

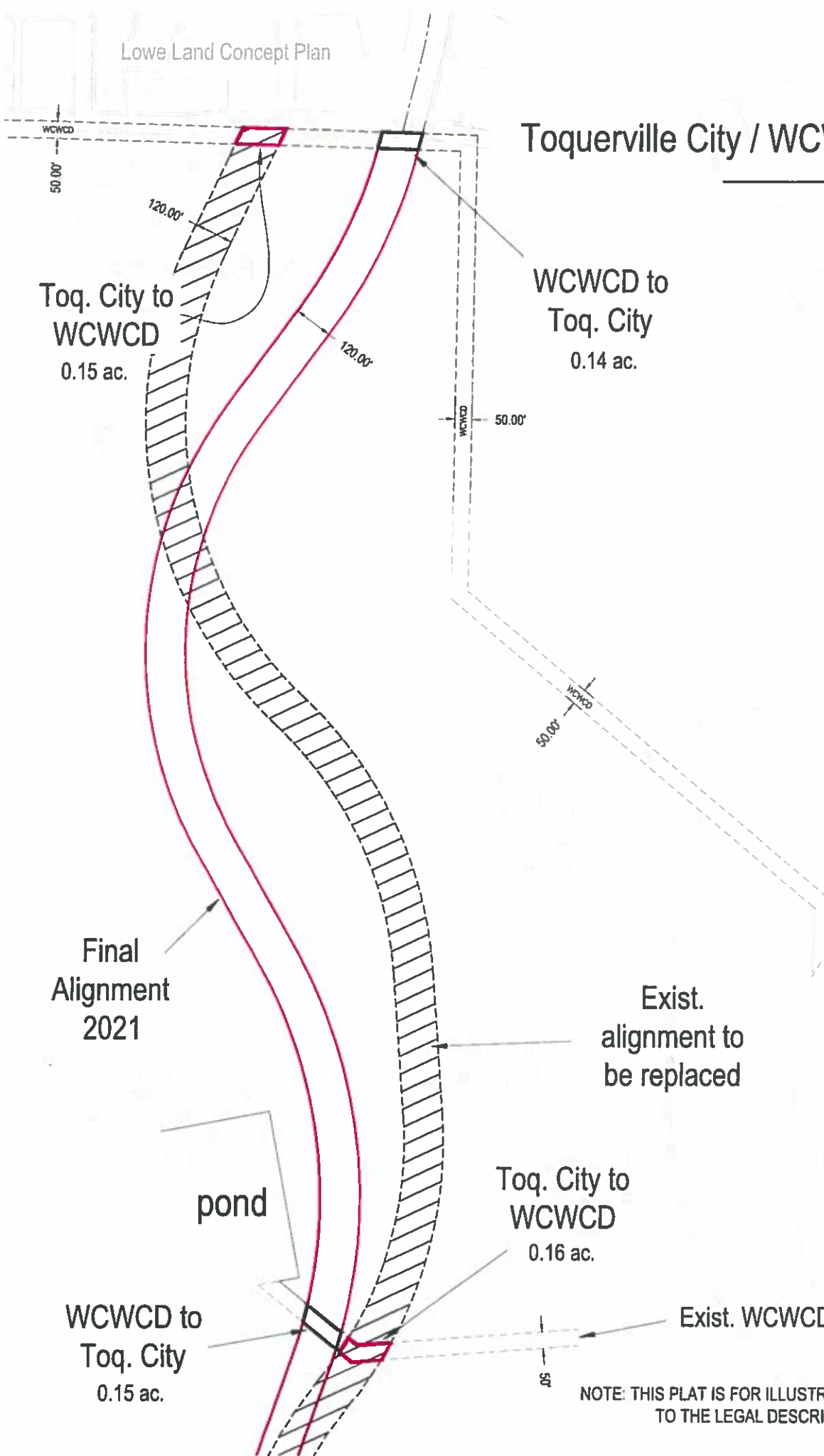
pond

Toq. City to
WCWCD
0.16 ac.

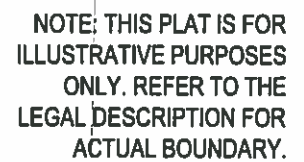
WCWCD to
Toq. City
0.15 ac.

Exist. WCWCD Fee Simple Strip

NOTE: THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. REFER
TO THE LEGAL DESCRIPTION FOR ACTUAL BOUNDARY.



Low Land Concept Plan



Toquerville City / WCWCD Exchange

12-11-21



Toq. City to
WCWCD
0.15 ac.

WCWCD to
Toq. City
0.14 ac.

Final
Alignment
2021

Exist.
alignment to
be replaced

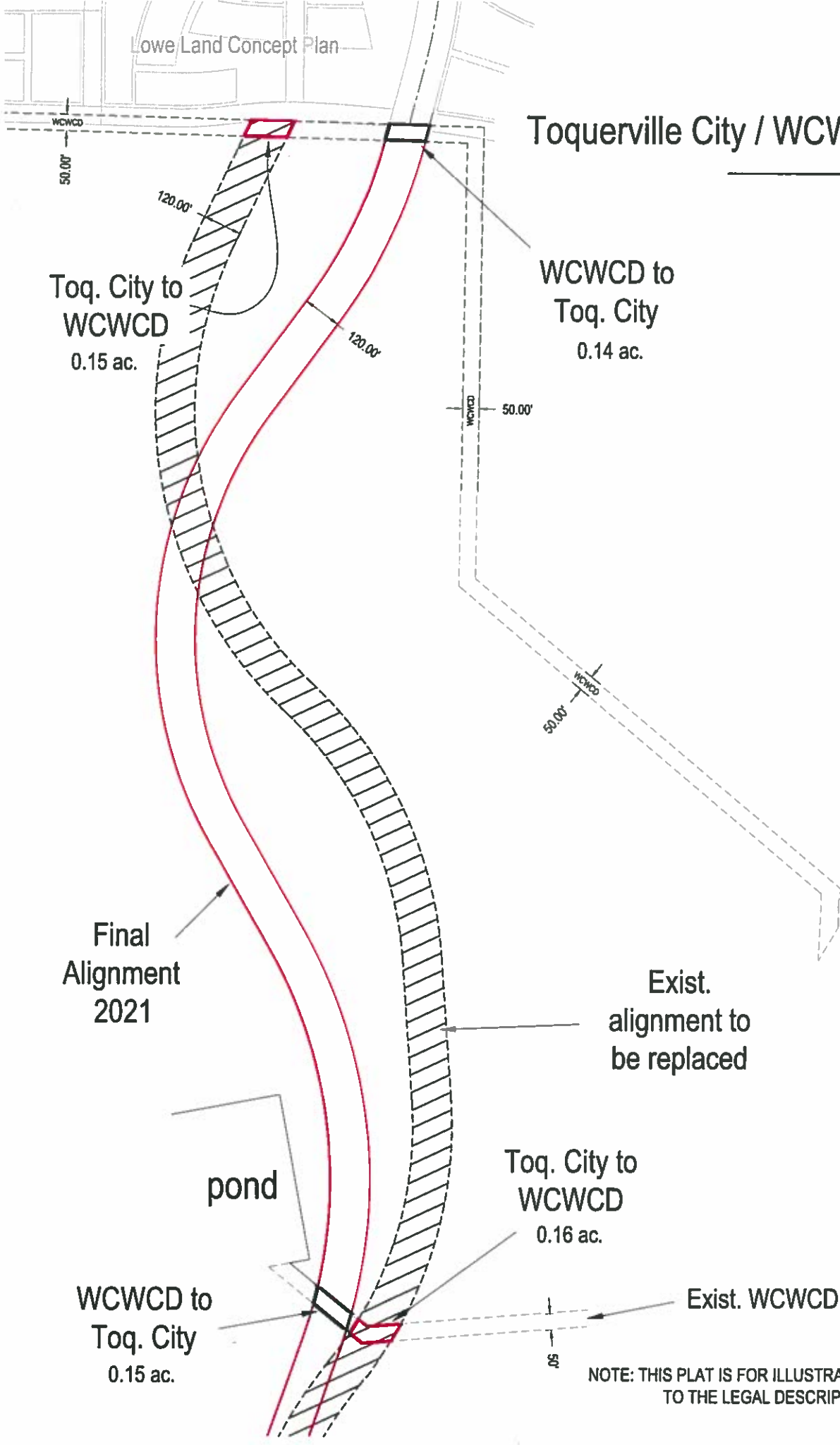
pond

Toq. City to
WCWCD
0.16 ac.

WCWCD to
Toq. City
0.15 ac.

Exist. WCWCD Fee Simple Strip

NOTE: THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. REFER
TO THE LEGAL DESCRIPTION FOR ACTUAL BOUNDARY.



MEMORANDUM OF UNDERSTANDING

Toquerville Parkway Project

Effective January 5, 2022, this Memorandum of Understanding (MOU) is made between Washington County Water Conservancy District (District) and Toquerville City (Toquerville) (jointly referred to as Parties, or separately as Party).

I. AUTHORITY

The statutes authorizing the District to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act), 17B-1-101 *et seq.* (Local District Powers), and 17B-2a-1001 *et seq.* (Water Conservancy District Act).

The statutes authorizing Toquerville to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act) and 10-8-1 *et seq.* (Municipal General Powers).

II. BACKGROUND

The District's proposed Toquer Reservoir Outfall Pipeline (Pipeline) runs from the future Toquer Reservoir to the TSWS Pond in Toquerville and is part of the larger Ash Creek Project. A portion of the Pipeline follows the Toquerville Parkway Project (Project). In order to avoid unnecessary conflicts, crossings, and coordination, the portion of the Pipeline will be installed within the Project roadway and solicited as part of the Project.

Toquerville is managing the procurement for the Project in coordination with the District as a cooperative procurement pursuant to Utah Code Section 63G-6a-2105. William Charles Construction was the lowest responsive bidder to the Parties' solicitation and was awarded a contract for constructing the Project (Contractor). Alpha Engineering designed the District's portion of the Project (Engineer). Stanley Consultants will manage the Project (Project Manager).

III. PROPOSED TRANSACTION

The District will reimburse Toquerville for the amount specified in the Bid Schedule (Exhibit A) as work is completed and the Contractor submits partial payment and final payment requests. The District will also reimburse Toquerville for any change orders that have been approved by the District. All change orders will be incorporated into the Bid Schedule and the revised Bid Schedule will be considered an attachment to this MOU. The District will provide its own inspector for the Pipeline.

IV. RESPONSIBILITIES OF PARTIES

To accomplish the Proposed Transaction described above, the Parties respectively agree to pursue in good faith the following:

A. Washington County Water Conservancy District

1. Coordinate design work with Engineer.
2. Coordinate project management with Toquerville, Project Manager, and Engineer.
3. Reimburse Toquerville for the amount specified in the Bid Schedule as work is completed and approved by the Engineer and District's Inspector and Contractor submits partial and final payment requests approved by the District and paid by Toquerville.
4. Reimburse Toquerville for any funds spent on change orders that have been approved by the District.
5. Provide inspector for the District's Pipeline portion of the Project.

B. Toquerville City

1. Submit partial payment and final payment requests from Contractor to Engineer and District for review and approval prior to making any payment to Contractor.
2. Pay in full each partial payment and final payment as work is completed and approved.
3. Submit a request for reimbursement to the District after each payment is made.

VI. GENERAL

1. Amendment. This MOU may be amended through written agreement of all Parties.
2. Termination. Any Party may end its participation in this MOU for any reason and at any time by providing written notice to the other Parties. If not terminated earlier, this MOU will end when all of the Parties have fulfilled their respective commitments described above or December 31, 2025, whichever occurs first.
3. Other Agreements. Nothing in this MOU limits any Party from entering into other agreements with one another or with third parties.
4. Release. The Parties agree to release one another from any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description arising out of performance under this MOU. This release shall survive any termination of this MOU. However, if a third party were to challenge anything arising out of the performance under this MOU, each Party will bear its own costs and incur any liabilities imposed by the third-party action.
5. No Third-Party Beneficiaries. Nothing in this MOU is intended to create any rights, duties, or obligations by the Parties to any person or entity not a party, and this MOU shall not be deemed to give rise to any right by any person or entity not a party against any Party to this MOU. Nothing in this MOU is intended to nor shall be deemed to relieve or discharge the obligation or liability of any person or entity not a party to this MOU.

6. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
7. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
8. Immunity and defenses retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
9. Enforceability. The Parties agree that this MOU does not create any contractual, or any other legal obligations meant to be enforceable by operation of law.
10. Counterparts. This MOU may be executed in counterparts.
11. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this MOU.
12. Laws and Regulations. Any and all actions performed pursuant to this MOU will comply fully with all applicable Federal, State and local laws and regulations.
13. Points of Contact. Each Party designates below a primary point of contact ("POC") to coordinate all matters concerning the carrying out of activities under this MOU. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

Party	Point of Contact	Address	Telephone	e-mail
District	Trinity Stout	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	trinity@wcwcd.org
Toquerville City	Ty Bringhurst	P.O. Box 27 212 N Toquer Blvd Toquerville, UT 84774	465-635-1094	tybringhurst@toquerville.org

14. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A: Bid Schedule

Entered into and effective on the date first written above:

Zachary Renstrom, General Manager
Washington County Water Conservancy District

Keen Ellsworth, Mayor
Toquerville City

WCWCD
WCWCD 24" Irrigation Pipeline - Toquerville Parkway Project
Bid Tabulation - December 12, 2021

BID SCHEDULE

				William Charles	
Item	Description	Quantity	Units	Unit Price	Total
1	Furnish and Install 24" Ductile Iron Pipe w/V-Bio Polywrap	3,450	L.F.	\$227.00	\$783,150.00
2	Furnish and Install 8" C-900 DR18 PVC Pipe	100	L.F.	\$160.50	\$16,050.00
3	Furnish and Install 24" MJ 90 Deg Ductile Iron Bend	2	Each	\$3,745.00	\$7,490.00
4	Furnish and Install 24" MJ 11.25 Deg Ductile Iron Bend	1	Each	\$2,657.00	\$2,657.00
5	Furnish and Install 24" MJ x 8" Flg Ductile Iron Tee	1	each	\$6,765.00	\$6,765.00
6	Furnish and Install 8" Flg x MJ Gate Valve w/ Valve Box	1	Each	\$1,677.00	\$1,677.00
7	Furnish and Install 3" Combination Air/Vac Assembly and Manhole	1	Each	\$12,230.00	\$12,230.00
8	Furnish and Install 24" DI Cap	2	Each	\$2,286.00	\$4,572.00
9	Construct Drain Headwall, Riprap, and Screened Discharge Complete	1	Lump	\$11,120.00	\$11,120.00
Total Bid Schedule					\$845,711.00



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

January 4, 2022

Mr. Trinity Stout, P.E.
Washington County Water Conservancy District
533 E Waterworks Drive
St. George, UT 84770

Re: Anderson Junction Sewer Lift Station Relocation Project– Bid Results and Recommendation of Award.

Dear Trinity:

The bid opening for the Anderson Junction Sewer Lift Station Relocation Project was held January 4, 2022, at 2:00 p.m. at the Washington County Water Conservancy District offices. A total of 2 bids were received. The bids were reviewed and evaluated today.

After reviewing the submitted bids, we recommend approval of the lowest bidder, Interstate Rock Products, Inc., to be the contractor for the Anderson Junction Sewer Lift Station Relocation Project at the total bid price of \$576,705.20. Enclosed is the bid tabulation for this project.

If you have any questions regarding this project, please call.

Sincerely,

Glen E. Carnahan, P.E.
Alpha Engineering Company

Cc: Corey Cram, Washington County Water Conservancy District
Mike Chandler, P.E., Ash Creek Special Service District
Brandon Horrocks, P.E., RB&G Engineering

Encl: Bid Tabulation – Anderson Junction Sewer Lift Station Relocation Project January 4, 2022

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Washington County Water Conservancy District

Anderson Junction Lift Station Relocation Project

Bid Date: Tuesday, January 4, 2022 - 2:00 pm MST

BID SCHEDULE - WCWCD ANDERSON JUNCTION LIFT STATION RELOCATION

Item	Description	Quantity	Units	Interstate Rock Products		Vancon	
				Unit Price	Total	Unit Price	Total
1	Mobilization	1	L.S.	\$19,600.00	\$19,600.00	\$50,000.00	\$50,000.00
2	Demotion, Salvage & Removals	1	L.S.	\$15,600.00	\$15,600.00	\$70,000.00	\$70,000.00
3	Erosion Control	1	L.S.	\$5,700.00	\$5,700.00	\$10,000.00	\$10,000.00
4	Lift Station Site Grading (Cut)	104	C.Y.	\$10.00	\$1,040.00	\$100.00	\$10,400.00
5	Lift Station Site Grading (Fill)	4	C.Y.	\$25.00	\$100.00	\$500.00	\$2,000.00
6	Lift Station	1	L.S.	\$441,000.00	\$441,000.00	\$639,000.00	\$639,000.00
7	2" Gravel over 6" Roadbase Lift Station Site	1,182	S.F.	\$3.60	\$4,255.20	\$5.00	\$5,910.00
8	New Water Service to Lift Station	1	Each	\$3,400.00	\$3,400.00	\$7,000.00	\$7,000.00
9	12' Wide 8' Tall Double Swing Gate	2	Each	\$1,400.00	\$2,800.00	\$1,250.00	\$2,500.00
10	8-ft Tall 8" CMU Wall	153	L.F.	\$310.00	\$47,430.00	\$400.00	\$61,200.00
11	60" Polymer Sewer Manhole	1	Each	\$17,700.00	\$17,700.00	\$23,500.00	\$23,500.00
12	8" SDR-35 PVC Gravity Sewer Pipe	26	L.F.	\$120.00	\$3,120.00	\$240.00	\$6,240.00
13	8" C-900 PVC Pressurized Sewer Pipe	30	L.F.	\$120.00	\$3,600.00	\$190.00	\$5,700.00
14	8" C-900 45° Elbow	2	Each	\$720.00	\$1,440.00	\$2,750.00	\$5,500.00
15	Power Service to Lift Station	1	L.S.	\$3,950.00	\$3,950.00	\$5,000.00	\$5,000.00
16	Install Relocated Propane Tank and Gas Line	1	L.S.	\$4,250.00	\$4,250.00	\$10,500.00	\$10,500.00
17	Furnish and Install 6" Roadbase (Access Road)	800	S.F.	\$2.15	\$1,720.00	\$3.50	\$2,800.00
Total Bid Schedule					\$576,705.20		\$917,250.00



WCWCD
WCWCD 24" Irrigation Pipeline - Toquerville Parkway Project
Bid Tabulation - December 12, 2021

BID SCHEDULE

				William Charles	
Item	Description	Quantity	Units	Unit Price	Total
1	Furnish and Install 24" Ductile Iron Pipe w/V-Bio Polywrap	3,450	L.F.	\$227.00	\$783,150.00
2	Furnish and Install 8" C-900 DR18 PVC Pipe	100	L.F.	\$160.50	\$16,050.00
3	Furnish and Install 24" MJ 90 Deg Ductile Iron Bend	2	Each	\$3,745.00	\$7,490.00
4	Furnish and Install 24" MJ 11.25 Deg Ductile Iron Bend	1	Each	\$2,657.00	\$2,657.00
5	Furnish and Install 24" MJ x 8" Flg Ductile Iron Tee	1	each	\$6,765.00	\$6,765.00
6	Furnish and Install 8" Flg x MJ Gate Valve w/ Valve Box	1	Each	\$1,677.00	\$1,677.00
7	Furnish and Install 3" Combination Air/Vac Assembly and Manhole	1	Each	\$12,230.00	\$12,230.00
8	Furnish and Install 24" DI Cap	2	Each	\$2,286.00	\$4,572.00
9	Construct Drain Headwall, Riprap, and Screened Discharge Complete	1	Lump	\$11,120.00	\$11,120.00
Total Bid Schedule					\$845,711.00

