Ivins City Staff Report
City Council Meeting 02/06/2025

Agenda Item: Approval of expenditure to reimburse Onyx 600, LLC for Center Street / Kwavasa Roundabout

Submitted by: Thomas J Jorgensen, P.E., Assistant City Engineer

Recommended City Council Action:
Approve expenditure of $277,540 to reimburse Onyx 600, LLC for Center Street / Kwavasa Roundabout plus an additional $20,000 contingency for unforeseen expenses for a total of $297,540.

BACKGROUND:

Two developments, Onyx Canyon and Onyx Valley, are currently under construction on parcels located at the southeast and northwest corners of the Center Street and Kwavasa intersection. The Ivins City Transportation Master Plan identifies the need to upgrade this intersection from a stop-controlled configuration to a roundabout.

As the roadway design for these developments progressed, it became evident that constructing the roundabout simultaneously would be beneficial for the city. To streamline the process and ensure coordination, City staff requested that the developer integrate the roundabout into their design and construction plans. Additionally, staff collaborated with the developer and their contractor to generate a cost estimate for the roundabout improvements.

FINDINGS AND ANALYSIS:

City staff collaborated with the developer and contractor to determine which portions of the improvements would have been required under current development standards. Any infrastructure elements—such as asphalt, curb and gutter, trails, sidewalks, pedestrian ramps, and lighting—that would have been necessary regardless of the roundabout's construction remain the developer's responsibility. However, the City has agreed to cover any costs exceeding those standard requirements.

The contractor for Onyx 600, LLC has submitted the attached quote, totaling $277,540. Staff has reviewed the unit prices and found them to be reasonable and consistent with expected costs.

Staff recommends approving the expenditure of $277,540 to reimburse Onyx 600, LLC for Center Street / Kwavasa Roundabout plus an additional $20,000 contingency for unforeseen issues for a total of $297,540.

SUPPORT MATERIALS:

Reimbursement Agreement – which includes the following:
- Legal Description of the Property
- Concept Plan of Proposed Subdivision
- Itemized Estimates of Costs of Improvements

FINANCIAL IMPACT:

This project was not included in the latest Transportation Master Plan's five-year projection but will be added in the next amendment or update as fully impact fee eligible. In the meantime, funding may need to be temporarily allocated from the capital improvements fund, with reimbursement from impact fee funds once the master plan is updated.

This item is not currently budgeted and will be included in the budget amendment process. It will be addressed as part of the estimated-to-complete fiscal year (FY) budget amendment, which takes place alongside the approval of the upcoming FY budget.

Respectfully Submitted:

Thomas J. Jorgensen, P.E., Assistant City Engineer

Content Review:

Dale Coulam, City Manager

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement") is made this ____ day of _____, _____, by and between Ivins City, a Utah municipality (the "City"), and Onyx 600 LLC (the "Developer"). The City and the Developer are sometimes collectively referred to herein as the "Parties."

RECITALS:

A. The Developer is the owner (or is under contract to acquire) the real property comprised of approximately 5.6 acres located within the municipal boundaries of the City and described in Exhibit "A" hereto (the "Property"). The Property is proposed for development as a residential community known as "*Onyx Canyon*" (the "Subdivision") as generally depicted in the Concept Plan attached as Exhibit "B" hereto.

B. In connection with its approvals of the Subdivision, the City requires the Developers to design, construct, and install the following improvements: (i) the roundabout at Kwavasa and Center Street as shown on the Concept Plan attached as Exhibit "B" hereto (the "Roundabout Roadway Improvements").

C. For purposes of this Agreement, the Roundabout Road Improvements are collectively referred to as the "Improvements."

D. Developer or assigns is entitled to be reimbursed by the City for the costs of the Improvements in accordance with the terms and provisions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the above Recitals, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Improvements.** The Developer represents and warrants to the City that it has completed or will complete the installation of the Improvements in accordance with the City's requirements, and that, unless already conveyed or dedicated to the City, Developer shall convey or dedicate the Improvements to the City by executing and delivering to the City a bill of sale warranting title to the Improvements in favor of the City. Other than the warranty contained in Section 3 below, Developer does not make any other representations or warranties to the City.

Section 2. **Condition of Improvements.** The Developer has caused (or will cause) the installation and construction of the Improvements to be completed at Developer's sole cost and expense by qualified licensed contractors. Prior to City's acceptance of ownership of the Improvements, Developer shall provide evidence satisfactory to the City that all labor, materials, equipment, rental, and other costs incurred in performing the Improvements have been paid in full and that the City will receive the Improvements free and clear of all liens and encumbrances, and any claims that may ripen into a lien.

Section 3. **Indemnification and Warranty**. To the fullest extent allowed by law, the Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or connected in any way to the Developer's design, fabrication, construction, installation, and maintenance of the Improvements for a period of one (1) year after acceptance of the Improvements by the City. If any claim is made against the City that is covered by the preceding indemnification from the Developer, the City shall notify Developer of the same and Developer shall have a period of sixty (60) days thereafter to resolve the same. After said 60-day period, if the Developer has not resolved the claim, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and the Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, the Developer shall be liable for all City's related costs and expenses, including, without limitation, reasonable attorneys' fees, all judgments or verdicts, and all monies paid in settlement. In addition, the Developer, warrants, and certifies to the City that all work performed and materials used in connection with the Improvements are free and clear of any defects related to the design, construction, and installation of the Improvements. The warranty set forth in this section shall be in effect for one year from the date on which the City accepts conveyance of the Improvements. The Developer shall indemnify and hold the City harmless for breach of any warranties hereunder.

Section 4. **Reimbursement**. The City shall reimburse Developer by paying Developer the full amount of costs incurred by Developer for the Improvements within thirty (30) days after Developer completes the Improvements and provides the City with documented proof of the actual costs incurred for the Improvements. Attached as Exhibit C hereto are the itemized cost estimates for each item to be reimbursed and paid by the City to Developer. The total estimated amount of the Improvements is $277,540, but the correct and final reimbursement amount to be paid by the City will be the actual costs incurred for such Improvements. Developer shall provide the City with documented proof of the actual costs incurred for the City to verify the correct reimbursement amount. Developer shall obtain bids prior to the work being performed and present such bids to City Staff for approval. Sufficient time shall be allowed that if bids appear to be higher than current market pricing, the City may demand that additional negotiation efforts be made to reduce pricing or that additional bids from different contractors and/or subcontractors are obtained prior to proceeding with the work.

Section 5. **Offset Rights**. The Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the City may set off against any payments otherwise due and owing to the Developer under Section 4 of this Agreement any amount that the City may be entitled pursuant to indemnification under Section 3 of this Agreement or otherwise. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of the City's indemnifications under Section 3 of this Agreement.

Section 6. **Miscellaneous Provisions**.

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(e) Cumulative Remedies. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(f) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties.

(g) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah. This Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the "drafter" of this Agreement.

(h) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(i) *Notice*. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

Developer
Onyx 600 LLC
Attn: Devin Sullivan
1363 E 170 S STE 301
St. George, UT 84790

Ivins City
Attn: City Manager
85 N. Main St.
Ivins, Utah 84738

(j) Time of Essence. Time is the essence of this Agreement.

(k) Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Assignability. The Developer may assign this agreement to other affiliated entities that develop the property in its behalf or may sell the project for which case this agreement must run with the sale and be assigned to the new owner.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

IVINS CITY

By_____
City Manager
Dated: _____

ATTEST:

_____
City Recorder

STATE OF UTAH)
)ss:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ and _____, as the City Manager and City Recorder, respectively, of IVINS CITY, a Utah municipality.

_____
Notary Public

DEVELOPER(S):

ONYX 600 LLC

By: _____
Name: _____
Title: _____

STATE OF UTAH)
)ss:
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of _____.

_____
Notary Public

EXHIBIT A

Legal Description of the Property

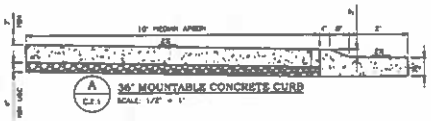
A PORTION OF LOT 1, BLOCK 5, OF THE ST. GEORGE AND SANTA CLARA IRRIGATION COMPANY SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

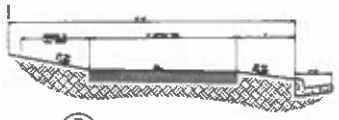
BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 5 AND RUNNING THENCE NORTH 89°24'17" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET 373.57 FEET; THENCE NORTH 01°21'03" EAST 652.37 FEET TO A POINT ON THE NORTH LINE OF LOT 1, BLOCK 5; THENCE SOUTH 89°24'21" EAST ALONG SAID NORTH LINE 373.61 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 600 WEST STREET; THENCE SOUTH 01°21'14" WEST ALONG THE WEST LINE OF SAID RIGHT-OF-WAY 652.38 FEET TO THE POINT OF BEGINNING.

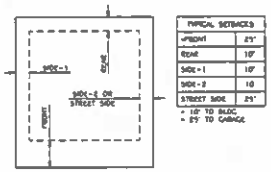
CONTAINING 243,699 SQUARE FEET OR 5.59 ACRES.

EXHIBIT B

Concept Plan of Proposed Subdivision







TYPICAL LOT SETBACKS
SCALE: NTS



0 40' 80'
SCALE: 1" = 40'

SITE PLAN NOTES:

1. CONTRACTOR TO MATCH EXISTING CONDITIONS AT ALL TIE-IN LOCATIONS. PROTECT IN PLACE ALL IMPROVEMENTS TO REMAIN. SAWCUT EXISTING C&G AND ASPHALT WHERE APPROPRIATE TO PROVIDE A SMOOTH TRANSITION FROM EXISTING TO NEW.
2. CONTRACTOR IS REQUIRED TO STAGE CURB AND GUTTER CROSS SLOPES FROM THE EXISTING CROWN. ADDITIONAL ASPHALT MAY NEED TO BE REPLACED TO CREATE A MORE ACCEPTABLE TRANSITION BETWEEN NEW AND OLD ASPHALT.
3. CLASS I AND/OR CLASS II SURVEY MONUMENTS SHOWN ON THIS PLAN ARE FOR INFORMATION ONLY. FINAL LOCATIONS FOR ALL SURVEY MONUMENTS TO BE PROVIDED BY THE LICENSED SURVEYOR.
4. ALL FIELD DESIGN CHANGES MUST BE APPROVED BY THE ENGINEER AND CITY PRIOR TO PROCEEDING WITH PROPOSED FIELD DESIGN CHANGES.
5. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY WITH THE CITY LOCATIONS OF SIGNS PRIOR TO INSTALLATION.
6. ALL BACKS OF SIGNS AND SIGN POLES ARE TO BE PAINTED "MOBO" COLOR. CLC 12864 W-0960, LB-YE+, 80-936, TH-38.

SITE AREA INFORMATION

DESCRIPTION	ACRE	PERCENT
PUBLIC STREET R.O.W.	0.61	14.9
OPEN SPACE	0.51	9.1
EASEMENTS	0.00	0.0
12 LOTS/UNITS	4.27	76.4
TOTAL	5.99	100.0
PERVIOUS AREA	3.37	60.3
IMPERVIOUS AREA	2.22	39.7
TOTAL	5.99	100.0

KEY NOTES:

		DETAIL
1	2'-6" MODIFIED CONCRETE CURB & GUTTER	E-01
2	STANDARD SIDEWALK PER APWA SPECIFICATIONS	APWA 231
3	30" HIGH BACK CONCRETE CURB & GUTTER	E-01
C	36" CUSTOM MOUNTABLE CONCRETE SPILL CURB	A
5	UDOT "M2" CONCRETE MEDIAN CURB	UDOT GW EA
6	STANDARD 10' TRAIL	E-10
7	STD. PED. RAMP W/ 5' CAST IRON TRUNCATED DOME PAD	E-80
8	TRAIL PED. RAMP W/ 10' CAST IRON TRUNCATED DOME PAD	E-80
9	BIKE LANE RAMP	
10	CURB CUT AT BIKE LANE RAMP OR PEDESTRIAN CROSSING	

LEGEND:

	DETAIL
PROPOSED PARCEL BOUNDARY	
EXISTING/ADJACENT PARCEL BOUNDARY	
PROPOSED CENTERLINE ALIGNMENT	
EXISTING CENTERLINE ALIGNMENT	
PROPOSED SETBACK LINE	
SURVEY SECTION LINE	
SURVEY SECTION CORNER MONUMENT	
CLASS I SURVEY MONUMENT	-
CLASS II SURVEY MONUMENT	-
CORNER PEDESTRIAN RAMP	E-03
STANDARD STREET SIGN	E-05-E-08
STANDARD STOP SIGN	E-05-E-08
PROPOSED ROCK WALL (SEE GRADING PLANS)	
EXISTING ROCK RETAINING WALL	
2.5" ASPHALT OVER 8" BASE PAVEMENT SECTION	
4" ASPHALT OVER 8" BASE PAVEMENT SECTION	
CONCRETE SURFACE	
LANDSCAPE AREA	
3" GRAVEL / CHIPPER OVER 6" BASE AT 10' TEMPORARY TRAIL	

BY	DATE	REVISIONS

AMERICAN CONSULTING & ENGINEERING

DATE: 08/28/2024
JOB #: 23-038
DRAWN BY: BSA
CHECKED BY: ARC

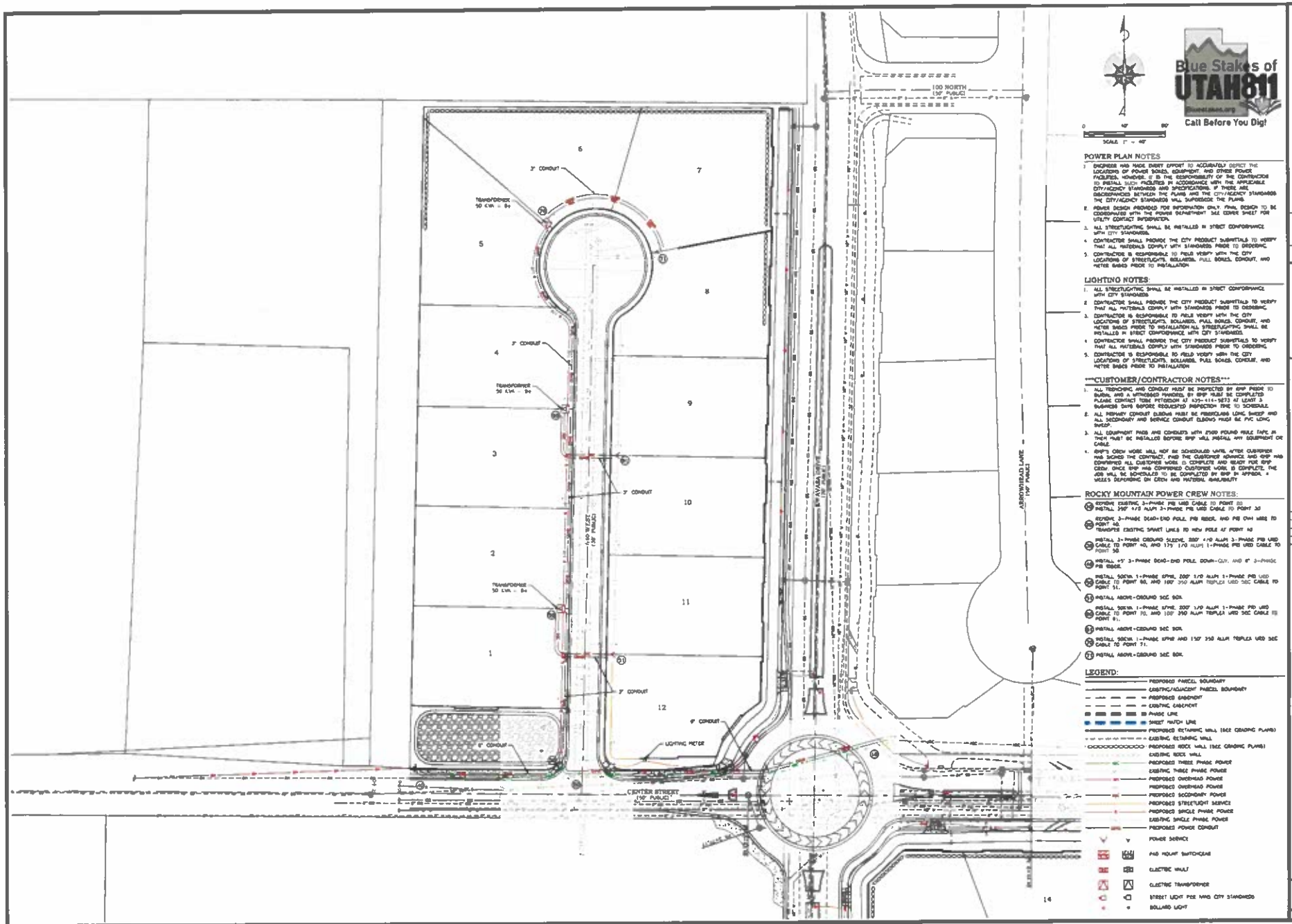
ONYX CANYON
SECTION 31, TOWNSHIP 41 S, RANGE 16 W, SLB&M
IVINS, UTAH

SITE PLAN
CONSTRUCTION DRAWINGS

C.2.1

SHEET | 2 | of | 13

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Blue Stakes of UTAH811
Call Before You Dig!

SCALE 1" = 40'

POWER PLAN NOTES

1. ENGINEER HAS MADE EVERY EFFORT TO ACCURATELY DEPICT THE LOCATIONS OF POWER BOXES, EQUIPMENT, AND OTHER POWER FACILITIES. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL SUCH FACILITIES IN ACCORDANCE WITH THE APPLICABLE CITY/AGENCY STANDARDS AND SPECIFICATIONS. IF THERE ARE DISCREPANCIES BETWEEN THE PLANS AND THE CITY/AGENCY STANDARDS THE CITY/AGENCY STANDARDS WILL SUPERSEDE THE PLANS.
2. POWER DESIGN PROVIDED FOR INFORMATION ONLY. FINAL DESIGN TO BE COORDINATED WITH THE POWER DEPARTMENT SEE COVER SHEET FOR UTILITY CONTACT INFORMATION.
3. ALL STREETLIGHTING SHALL BE INSTALLED IN STRICT CONFORMANCE WITH CITY STANDARDS.
4. CONTRACTOR SHALL PROVIDE THE CITY PRODUCT SUBMITTALS TO VERIFY THAT ALL MATERIALS COMPLY WITH STANDARDS PRIOR TO ORDERING.
5. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY THE CITY LOCATIONS OF STREETLIGHTS, BOLLARDS, PULL BOXES, CONDUIT, AND METER BASES PRIOR TO INSTALLATION.

LIGHTING NOTES:

1. ALL STREETLIGHTING SHALL BE INSTALLED IN STRICT CONFORMANCE WITH CITY STANDARDS.
2. CONTRACTOR SHALL PROVIDE THE CITY PRODUCT SUBMITTALS TO VERIFY THAT ALL MATERIALS COMPLY WITH STANDARDS PRIOR TO ORDERING.
3. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY WITH THE CITY LOCATIONS OF STREETLIGHTS, BOLLARDS, PULL BOXES, CONDUIT, AND METER BASES PRIOR TO INSTALLATION ALL STREETLIGHTING SHALL BE INSTALLED IN STRICT CONFORMANCE WITH CITY STANDARDS.
4. CONTRACTOR SHALL PROVIDE THE CITY PRODUCT SUBMITTALS TO VERIFY THAT ALL MATERIALS COMPLY WITH STANDARDS PRIOR TO ORDERING.
5. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY WITH THE CITY LOCATIONS OF STREETLIGHTS, BOLLARDS, PULL BOXES, CONDUIT, AND METER BASES PRIOR TO INSTALLATION

CUSTOMER/CONTRACTOR NOTES

1. ALL TRENCHING AND CONDUIT MUST BE INSPECTED BY RMP PRIOR TO BURIAL AND A WITNESSED MANDREL BY RMP MUST BE COMPLETED PLEASE CONTACT TOM PETERSON AT 435-414-9273 AT LEAST 3 BUSINESS DAYS BEFORE REQUESTED INSPECTION TIME TO SCHEDULE.
2. ALL PRIMARY CONDUIT ELBOWS MUST BE FIBERGLASS LONG SWEEP AND ALL SECONDARY AND SERVICE CONDUIT ELBOWS MUST BE PVC LONG SWEEP.
3. ALL EQUIPMENT PADS AND CONDUITS WITH 2500 POUND PULL TAPE IN THEM MUST BE INSTALLED BEFORE RMP WILL INSTALL ANY EQUIPMENT OR CABLE.
4. RMP'S CREW WORK WILL NOT BE SCHEDULED UNTIL AFTER CUSTOMER HAS SIGNED THE CONTRACT, PAID THE CUSTOMER ADVANCE AND RMP HAS CONFIRMED ALL CUSTOMER WORK IS COMPLETE AND READY FOR RMP CREW. ONCE RMP HAS CONFIRMED CUSTOMER WORK IS COMPLETE, THE JOB WILL BE SCHEDULED TO BE COMPLETED BY RMP IN APPROX. 4 WEEKS DEPENDING ON CREW AND MATERIAL AVAILABILITY

ROCKY MOUNTAIN POWER CREW NOTES:

(30) REMOVE EXISTING 3-PHASE PIB URD CABLE TO POINT 32. INSTALL 350' 4/0 ALUM 3-PHASE PIB URD CABLE TO POINT 30.

(31) REMOVE 3-PHASE DEAD-END POLE, PIB RISER, AND PIB OVH WIRE TO POINT 40. TRANSFER EXISTING SPARE LINES TO NEW POLE AT POINT 40

(32) INSTALL 3-PHASE GROUND SLEEVE, 200' 4/0 ALUM 3-PHASE PIB URD CABLE TO POINT 40, AND 175' 1/0 ALUM 1-PHASE PIB URD CABLE TO POINT 50.

(33) INSTALL 45' 3-PHASE DEAD-END POLE, DOWN-GUY, AND 8' 3-PHASE PIB RISER.

(34) INSTALL 50KVA 1-PHASE XFMR, 200' 1/0 ALUM 1-PHASE PIB URD CABLE TO POINT 60, AND 100' 350 ALUM TRIPLEX URD SEC CABLE TO POINT 51.

(35) INSTALL ABOVE-GROUND SEC BOX.

(36) INSTALL 50KVA 1-PHASE XFMR, 200' 1/0 ALUM 1-PHASE PIB URD CABLE TO POINT 70, AND 100' 350 ALUM TRIPLEX URD SEC CABLE TO POINT 61.

(37) INSTALL ABOVE-GROUND SEC BOX.

(38) INSTALL 50KVA 1-PHASE XFMR AND 150' 350 ALUM TRIPLEX URD SEC CABLE TO POINT 71.

(39) INSTALL ABOVE-GROUND SEC BOX.

LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED RETAINING WALL (SEE GRADING PLANS)
- EXISTING RETAINING WALL
- PROPOSED ROCK WALL (SEE GRADING PLANS)
- EXISTING ROCK WALL
- PROPOSED THREE PHASE POWER
- EXISTING THREE PHASE POWER
- PROPOSED OVERHEAD POWER
- PROPOSED OVERHEAD POWER
- PROPOSED SECONDARY POWER
- PROPOSED STREETLIGHT SERVICE
- PROPOSED SINGLE PHASE POWER
- EXISTING SINGLE PHASE POWER
- PROPOSED POWER CONDUIT
- POWER SERVICE
- PAD MOUNT SWITCHGEAR
- ELECTRIC VAULT
- ELECTRIC TRANSFORMER
- STREET LIGHT PER WMC CITY STANDARDS
- BOLLARD LIGHT

NO.	DESCRIPTION	DATE	BY

AMERICAN CONSULTING & ENGINEERING

DATE: 08/29/2024
JOB #: 23-030
DRAWN BY: BSA
CHECKED BY: ABC

ONYX CANYON

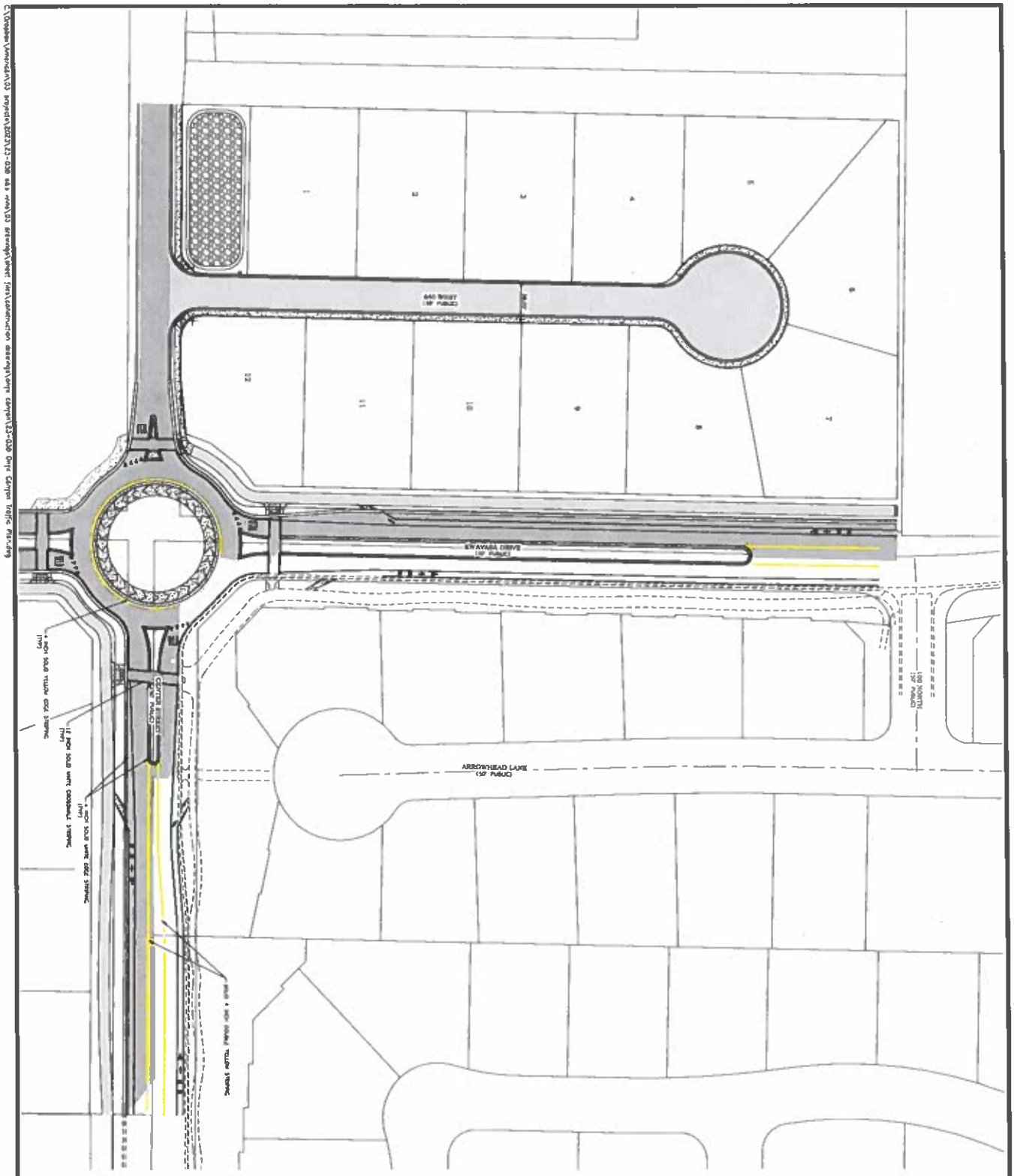
SECTION 31, TOWNSHIP 41 S, RANGE 16 W, SLB&M
IVINS, UTAH

POWER
CONSTRUCTION DRAWINGS

C.6.1

SHEET 8 of 13

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C.8.1

ONYX CANYON

SECTION 31, TOWNSHIP 41 S, RANGE 16 W, SLB&M
IVINS, UTAH

STRIPING PLAN

CONSTRUCTION DRAWINGS

AMERICAN CONSULTING & ENGINEERING

DEV	DATE	REVISION

EXHIBIT C

Itemized Estimates of Costs of Improvements

Royal T ENTERPRISES

PROJECT PROPOSAL

Project: Center St. Roundabout
Quote #: 2024-B35
Customer: S&S Homes
Date: 8/15/2024 (Valid for 30 Days)

General Conditions	Qty	Units	Unit Price	Total (Rounded)
Project Management	1	LS	2,000.00	2,000
Mobilization	1	LS	5,000.00	5,000
Air Quality Compliance	1	LS	3,000.00	3,000
Traffic Control	1	LS	8,000.00	8,000
Total General Conditions				**18,000**

02 - Demolition				
Demo - Ex. Asphalt	4,700	sf	1.00	4,700
Total Demolition				**4,700**

03 - Earthwork & Grading				
Subgrade Preparation	22,200	sf	0.30	6,660
Road Base Under Concrete	17,200	sf	1.50	25,800
Road Base Under Asphalt	5,000	sf	1.25	6,250
Finish Grading	22,200	sf	0.30	6,660
10 temp Gravel/Cinder trail	1,150	sf	2.00	2,300
Total Earthwork & Grading				**47,660**

07 - Concrete				
Concrete - 36" Mountable Curb	360	lf	29.00	10,440
Concrete -30" Highback Curb	350	lf	25.00	8,750
Concrete - UDOT M2 Median Curb	1,900	lf	25.00	47,500
Concrete - 10' Median Flatwork	3,200	sf	10.00	32,000
Concrete - Trail Ped Ramp W 10' Dome	1	ea	3,500.00	3,500
Concrete - Raise Storm Drain Collars/ Water Co	6	ea	1,500.00	9,000
Concrete -Curb Cut Bike Entrances	5	ea	1,500.00	7,500
Total Concrete				**118,690**

08 - Asphalt				
Asphalt - 3"	5,000	sf	2.50	12,500
Total Asphalt				**12,500**

09 - Extras				
Irrigation Sleeves	400	lf	20.00	8,000
Painting/Striping	1	ls	7,000.00	7,000
Total Extras				**15,000**

Total Proposal	**216,560**

Terms and Conditions

- This proposal is based on Unapproved plans from American Land Consulting 6-7-2024
- Exclusions are: Surveying, Testing, Permits, and Fees.
- Royal T Enterprises is not responsible for damage to finished subgrade, road base, concrete, and/or asphalt surfaces by other trades. Any re-grading that may be required due to the activities of other trades, after the completion of Royal T Enterprises' work scope, will be billed additionally.
- Royal T Enterprises will install track out pad, and burms required by SWPPP. Additional track out rock will be $500 per load. The SWPPP/BMP's provided by Others, during the prosecution of our scope(s) of work.
- Landscaping, gas, & site electrical/JUC work are excluded from this bid proposal.
- Subcontractor-provided quantities are estimates only. Payment for unit price work performed by subcontractors will be based on as-measured quantitiesafter completion of their portion of the work.
- In the event that encountered field conditions are markedly different than those represented in the plans, Royal T Enterprises reserves the right to negotiate an agreeable change in compensation.
- In the event that rock that cannot be excavated is hit that isn't already indicated on the soils report, Royal T Enterprises reserves the right to negotiate additional compensation for hammering, blasting, or additional equipment needed to perform the task.
- This bid proposal excludes any and all work not specifically outlined in the above items.
- Any blasting necessary for excavation or trenching will be billed at the current blasting rates plus 15%.
- Any changes/addenda to the above-referenced plans constitute a change to our scope of work and will allow us additional/modified compensation.
- General Conditions for this proposal will be billed in two equal installments on the first and second pay requests, if applicable.
- If accepted, this proposal is to be included as part of the contract documents, if a subcontractor agreement is to follow.
- Concrete, Asphalt, Pipe and all other materials, do not include any future price increases. Current market fluctuations render it impossible for Royal T Enterprises to guarantee these prices. Any significant material price increase occurring during the prosecution of related scope items will be applied to this estimate and or contract.
- Annual interest of eighteen (18)% will be applied monthly after thirty (30) days past due on outstanding invoices. The customer agrees to pay all costs associated with the collection of any unpaid invoices.

Approval

Proposal Total: $231,360

S&S Homes

(Signature)

(Printed Name)

(Date)

Royal T Enterprises, Inc.

(Signature)

(Printed Name)

(Date)

335 E St. George Blvd. Ste 101
St. George, UT 84770
435.627.8414

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU

Royal T
ENTERPRISES
Est 2004

Tri-State Electric & Utility, Inc.
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Tri-State Electric & Utility, Inc.

Proposal

To:	S&S Homes	**From:**	Estimator/Brit Olsen/Tony Filice
Phone:	435-467-1255	**Pages:**	2 24-107
E-Mail	devin@sshomes.info	**Date:**	11-14-24
Att:	Devin/Justin	**Job:**	Onyx Canyon, Ivins Lighting

Lighting installed as per C.7.1-7.6,6.1. American Engineering dated 7/17/24. Installed per Ivins City standards.

Kwavasa Dr. Lighting:

Work to include:

1: 560 ft. Trench, backfill & compaction

2: 7/ Streetlight boxes

3: 7/ Bollard lights, with bases. Ivins spec.

4: 580 ft. 2 in. PVC conduit

5: 70 ft. 1 in. PVC conduit.

6: 660 ft. #4 Urd wire

7: 1/ Meter service, mounted to wall, contactor and photocell for light control.

8: 2/ Street Lights, (1)12 ft., (1) 18 ft. Pole with precast pole base.

7: Fuses and make-up materials.

.....Kwavasa Dr. Lighting Total: $ 53,279.00.....

Center Street Lighting:

Work to include:

1: Cut-in box at end of existing bollards, to feed new lights.

2: 5/ Bollards, with base. Ivins spec.

3: 6/ Streetlight secondary boxes

4: 430 ft. Trench, backfill, compaction.

5: 440 ft. 2 in. PVC

6: 500 ft. #4 Urd secondary wire.

7: Fuses, and make-up materials.

.....Center Street Lighting Total: $ 27,764.00 .....

..... Lighting Total Center/Kwavasa: $ 81,043.00 .....

Round-a-bout Ivins City Lighting:

Lighting around roundabout, City lighting. Island bollards and crosswalk lighting.

Work to include:

1: 780 ft. Trench, Backfill, compaction

2: 660 ft. #4 Urd secondary wire.

3: 595 ft. 2 in. PVC conduit.

4: 290 ft. 1 in. PVC conduit.

5: 6/ Streetlight secondary boxes.

6: 13/ Bollards, with bollard base, Ivins spec.

7: Fuses, and make-up.

.....Roundabout lighting Total: $ 60,980.00.....