April 15, 2026

Chuck Gillette, P.E.
Ivins City
City Manager
Via email: cgillette@ivinsutah.gov

Re: Ivins Fire Station Addition Proposal

Dear Chuck:

Thank you for the opportunity to provide this proposal. Based on our coordination to date, this document outlines the work required to complete the civil design and construction documents for the Ivins Fire Station Addition, an approximately 0.8-acre property located at Center Street and 100 West in Ivins, Utah.

This proposal is organized as follows:

- **Article 1 Engineering Scope of Work**
- **Article 2 Engineering Fee**

Article 1 Engineering Scope of Work

1.1. Topographic Survey and Record Survey

The ENGINEER will:

1. Complete a topographic and boundary survey of the project site using GPS and/or aerial drone survey methods, as appropriate.
2. Ensure the survey includes all existing improvements, visible utilities (including rim and invert elevations for sewer and storm drain structures at the site and immediately downstream), control points, monuments, and topography tied to Utah South State Plane (NAD83 horizontal, NAVD88 vertical).
3. Confirm that any existing improvements the design will tie into are field-shot with GPS for accuracy.
4. Prepare base mapping of the survey, including property boundaries, adjoining parcels, rights-of-way, easements, contours, drainage corridors, existing improvements, and visible utilities.
5. Perform a Record (Boundary) Survey of the property and provide a legal description of the deeded parcel(s).
6. Prepare CAD base mapping and supporting survey data for use in design; these materials will be provided to the CLIENT upon request.

1.2. Road Abandonment

The ENGINEER will:

1. Prepare a legal description of the area proposed for road abandonment.
2. Complete and submit required City application forms and supporting documentation associated with the abandonment request.
3. Coordinate with the City during processing of the request, including assisting with preparation and recording of the abandonment documents with the County.

1.3. Construction Documents

The ENGINEER will:

1. Meet with the City to discuss the project and receive initial feedback on site layout and general utility design constraints specific to the site.
2. Prepare preliminary site, utility, and grading plans and present to CLIENT and City to receive more in-depth information on utility and design constraints for the project.
3. Complete detailed utility and grading designs for the project.
4. Incorporate the designs into full construction drawings for submittal through the City JUC and Site Plan Review process. The construction drawings shall include a civil site plan, utility plans, grading and drainage plans, erosion control drawings, and any pertinent details necessary for construction of the designed improvements.
5. Coordinate with the City and utility entities and address any comments in order to receive approvals and permitting for the civil portion of the project.
6. Provide final construction drawings stamped by a professional engineer.

The CLIENT shall provide:

- Geotechnical Investigation
- Power Load Calculations, One-Line Diagram, Photometric Plan, and New Construction Form
- Water Demand Calculations and Connection(s) into Building
- Sewer Demand Calculations and Connection(s) into Building
- Pretreatment Calculations and Connection(s) into Building
- Landscape Plans

1.4. Miscellaneous Services

The ENGINEER will provide additional engineering services at the request of the CLIENT.

Article 2 Engineering Fee

2.1. Engineering Services. The ENGINEER shall be compensated by the CLIENT for the services outlined in **Article 1 Scope of Work** as follows:

2.1.1.	Topographic Survey and Record Survey	$3,621.00
2.1.2.	Road Abandonment	$950.00
2.1.3.	Construction Documents	$9,927.00
	Total	**$14,498.00**

2.2. Miscellaneous Services. Additional work and reproduction expenses will be invoiced per the *Standard Rate Schedule*.

2.3. Construction-Phase Services. Construction-phase services are not included in this proposal unless specifically stated. After City approval or the CLIENT's verbal or written acceptance of the drawings as final, the ENGINEER will remain available to answer general questions regarding the approved plans. Any additional services requiring meaningful effort or resulting in changes to the drawings shall be considered miscellaneous services and performed only at the CLIENT's request. These services may include, but are not limited to, construction site visits, value engineering, contractor coordination, responses to additional City or utility comments, change orders, proposal requests,

submittal reviews, and partial payment reviews. All miscellaneous services will be invoiced per the *Standard Rate Schedule*.

2.4. Client-Provided Information and Non-Civil Materials. Unless otherwise noted, the CLIENT shall be responsible for providing all required ownership documentation, authorization forms, application signatures, and any architectural, planning, legal, traffic, landscape, or other non-civil exhibits or materials required by the City, utilities, or other jurisdictional agencies in support of the project.

2.5. Agency Application and Review Fees. Any application or review fees imposed by the city, utilities, or other jurisdictional agencies shall be the responsibility of the CLIENT. Such fees shall be paid by the CLIENT directly to the agency. Alternatively, the ENGINEER can pay these fees if directed by the CLIENT, in which case the ENGINEER shall be compensated the fee amount plus 10%.

Attachment A, which is our *Engineering Services Agreement*, and Attachment B, which is our *Standard Rate Schedule*, are hereby referenced and are attached with this proposal. If you have any questions regarding this proposal, feel free to reach out to me on my cell at (435) 680-5667. If this proposal is acceptable to you, please sign and return a copy.

Sincerely,

Jared Madsen, PE
SKY ENGINEERING

Chuck Gillette, P.E.
IVINS CITY

ATTACHMENT A

ENGINEERING SERVICES AGREEMENT
BETWEEN CLIENT AND ENGINEER

A. CONDITIONS OF AGREEMENT: This Agreement expires if not signed and the stipulated retainer paid, if any, within thirty days from the Agreement date.

B. AUTHORIZATION TO PROCEED: Execution of this Agreement by Client will be authorization for Sky Engineering to proceed with the work unless otherwise provided for in this Agreement.

C. SERVICES OFFERED: This Agreement does not include any studies, calculations, plans, testing, or any other service not specifically addressed in the Agreement, nor does it include any other service not specifically addressed. Engineering will be limited to areas within the project boundary and designed as a single phase, unless stated otherwise.

D. OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, are prepared by the Engineer as instruments of service and shall remain the property of the Engineer. Unless stated and provided otherwise, deliverables can be made available for purchase upon request by the Client.

E. RESPONSIBILITY OF CLIENT: The Client shall be responsible to provide the Engineer with all information in his possession pertinent to our completion of this project. Client will designate a representative to review and approve documents submitted by Sky Engineering. The representative shall be empowered to render decisions and provide information in a timely manner that will not delay the orderly progress of the work. Sky Engineering is entitled to rely upon the information, decisions, and approvals furnished by the Client's representative.

F. COST OPINIONS: Any cost opinions or project economic evaluations provided by Sky Engineering will be on a basis of experience and judgement, but Sky Engineering does not guarantee that bids, ultimate construction cost, or project economics will not vary from these opinions.

G. STANDARD OF CARE: The standard of care applicable to Sky Engineering's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

H. ASBESTOS OR HAZARDOUS SUBSTANCES: To the maximum extent permitted by law, Client will indemnify Sky Engineering from all claims, damages, losses, and costs, including litigation expenses and attorney's fees, arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the project.

I. LIMITATION OF LIABILITY: To the maximum extent permitted by law, Client agrees to limit the Engineer's liability to the Client and to all construction contractors and subcontractors on the project, due to the Engineer's negligent acts, errors or omissions, such that the total liability of the Engineer to all those named shall not exceed $1,000,000/$2,000,000 (occurrence/aggregate) or the Engineer's total fee for services rendered on the project, whichever is greater. Client acknowledges that Sky Engineering has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation. The Engineer will not be liable for consequential damages of any kind, nature, or description.

J. INTERPRETATION: The limitations of liability and indemnities will apply whether Sky Engineering's liability arises under breach of contract or warranty; tort, including negligence; strict liability; or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitations of liability or sole negligence for indemnification. Said limitations shall apply to Sky Engineering's officers, affiliated corporations, employees, and subcontractors.

K. UTAH LAW: The laws of the State of Utah shall govern any litigation, controversy or adversary proceeding.

L. SEVERABILITY AND SURVIVAL: If any provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability indemnities, and other express representations shall survive termination of this Agreement for any cause.

M. PAYMENT: Progress payments shall be made in proportion to services performed. All payments shall be due within 30 days of the Engineer's submittal of his invoice. Any invoiced amounts not paid within 30 days from date of presentation of the invoice shall commence to bear an interest of 18% per annum. Sky Engineering is entitled to suspend the performance of any and all obligations under this agreement if payment is not received within 30 days from delivery of invoice. If the amount is not paid and must be placed into the hands of a collector or attorney, additional charges will be due for the cost of collection, interest costs, and reasonable attorney's fees.

N. COSTS: The Client will pay the costs of all fees related to this project including checking, inspection, zoning, annexation, applications, assessments, permits, bond premiums, title company charges, utility design charges, testing, and all other charges not specifically covered under terms of this contract. Additional work and reproduction expenses will be invoiced per the *Standard Rate Schedule*. Should any proceedings be brought against the Engineer because of any failure or alleged failure to perform, error, omission, or negligence and if not successfully prosecuted, client agrees to pay the Engineer any and all costs of defense.

ATTACHMENT B

STANDARD RATE SCHEDULE

January 2026

Description	Billing Rate / Hour
Managing Principal, P.E.	$165
Secretary	$62

Direct Expenses	
Mileage	$0.75 per mile
Print, B/W 8.5x11	$0.08 each
Print, Color 8.5x11	$0.23 each
Print, B/W 11x17	$0.16 each
Print, Color 11x17	$0.46 each
Print, Large Format Bond	$0.45 per square foot

Other Reimbursable Expenses

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, shipping, and other similar incurred expenses. Reimbursable Expenses shall be billed at cost plus 10%.