

**CITY OF HILDALE PROFESSIONAL SERVICES
FIRST AMENDMENT TO AGREEMENT
FOR SERVICES WITH JONES & DEMILLE ENGINEERING, INC.**

This is a First Amendment to the original Agreement dated June 12, 2023, between the City of Hildale, a municipal corporation, with offices at 320 Newell Ave., Hildale, Utah 84784 (hereinafter called the “CITY”), and Jones & DeMille Engineering, Inc., with offices at 1535 South 100 West, Richfield, Utah 84701 (hereinafter called “CONSULTANT”).

WITNESSETH THAT:

The following portions of the Agreement between the CITY and the CONSULTANT for the Hildale City ▪ Booster Station Design project are amended to increase the scope of the project to include engineering work associated with the project.

1. Scope of Work. The additional scope of work will include:
 - Environmental Services:
 - Preparation of a cultural file search (Class I) and report for Division of Drinking Water (DDW) to conduct National Historic Preservation Act Section 106 Consultation with the Utah State Historic Preservation Office (SHPO)
 - Contractor Procurement:
 - Prepare procurement package, post bid, host meetings and assist with selection
 - Prepare and include DDW required funding documents.
 - Funding Documentation:
 - Assist client with funding DDW funding application for emergency/State Revolving Funds (SRF) funds.
 - DDW issued the letter of award on 9/10/2024 for loan no. 3S2669 for \$237,000 granted and a loan of \$551,000 at 1.73% interest for 30 years.
 - Letter of Award and scope of work is as follows. Refer to the letter of award for additional items and details.
 - By City (or City’s attorney or bond counsel)
 - Provide water rate structure (and updating as needed), fund debt service, establish capital facilities account.
 - Bonding (and fidelity bond), minutes, signing notices and certifications.
 - Attorney’s letter of opinion.
 - Manage contract retention.
 - By Consultant
 - DDW funding communication and checklist
 - Right-of-way map (for City attorney’s letter of opinion.)
 - Research plats and dedicated ROW
 - Document all Hildale and Colorado City water system.

- Report parcels with no apparent easements
 - Water conservation plan.
 - Goals and Implementation: Clearly state water use reduction goals and develop an implementation plan with timelines and evaluation processes.
 - System Profile: Provide a map of the service area, list water connections by type, and chart current and future water supply sources.
 - Rate Structure: Include the current water rate structure, adopted by the governing body.
 - Water Loss: Detail methods for leak detection and repair, and list water and revenue losses with control practices.
 - Water Use Measurement: Record potable and non-potable water use by sector and chart per capita water use.
 - Conservation Practices: Provide new Best Management Practices (BMPs) for the next five years with an implementation timeline and evaluation process.
 - Public Awareness: Detail public awareness practices, education/training, rebates/incentives, and conservation ordinances.
 - Asset management plan
 - 5-point inventory and financial planning
 - Construction Administration
 - In addition to the original Construction Engineering services:
 - Process partial payments and documentation for DDW.
 - Additional site visits and construction documentation for DDW.
 - Additional 2 site visits with DDW project manager.
2. Compensation. An lump sum amount of \$61,500 (forty-eight thousand dollars and no cents) on the following estimated distribution of compensation:
- | | | |
|----|--|------------------|
| a. | Environmental Services | \$ 1,000 |
| b. | Contractor Procurement (lump sum) | \$ 6,500 |
| c. | Funding Documentation (lump sum) | \$ 38,200 |
| d. | Construction Administration (lump sum) | <u>\$ 15,800</u> |
| | TOTAL | \$ 61,500 |
| | | |
| | Original agreement (lump sum/hourly) | \$ 59,500 |
| | 1st amendment (lump sum) | <u>\$ 61,500</u> |
| | AMENDED TOTAL | \$121,000 |

3. Hold Harmless: Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Town later elects to reduce design professional's scope of services, Town hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.
4. Period of Service: The compensation amount stipulated is conditioned on a period of service not exceeding four (4) months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement, effective as of January 7, 2025.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY OF HILDALE and CONSULTANT effective from the day and year first written above.

CITY CITY OF HILDALE
:

CONSULTANT: JONES & DEMILLE ENGINEERING,
INC.

Donia Jessop, Mayor

Kendrick Thomas, Director

:

Approved as to form:
Hildale City Attorney

Sirrene Barlow, City Recorder

By: _____