



Hildale City Council Meeting

Tuesday, March 04, 2025 at 6:00 PM

320 East Newel Avenue, Hildale City, Utah 84784

Agenda

Notice is hereby given to the members of the Hildale City Council and the public, that the City Council will hold a public meeting on **Tuesday, March 4, 2025 at 6:00 p.m. (MDT)**, at 320 East Newel Avenue, Hildale City, Utah 84784.

Councilmembers may be participating electronically by video or telephone conference. Members of the public may also watch the City of Hildale through the scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/95770171318?pwd=aUVSU0hRSFFHcGQvcUIPT3ZYK0p5UT09>

Meeting ID: 957 7017 1318

Passcode: 993804

Comments during the public comment or public hearing portions of the meeting may be emailed to recorder@hildalecity.com. All comments sent before the meeting may be read during the meeting and messages or emails sent during the meeting may be read at the Mayor's discretion.

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Roll Call of Council Attendees: City Recorder Jessop

Pledge of Allegiance: By Invitation of Mayor Jessop

Special Recognitions:

1. City Council Community Recognition and Appreciation Award

Conflict of Interest Disclosures: Mayor and Council Members

Public Presentations: None

Appointments to Boards or Commissions:

2. Swearing of Officer Aaron Musser.

Approval of Minutes of Previous Meetings: Council Members

3. Consideration and possible approval of City Council meeting minutes for the Work Session January 22, 2025, Regular Council Meeting February 5, 2025 and the Work Session February 26, 2025.

Public Comments: 3 minutes each - Discretion of Mayor Jessop

Council Comments: For items not on the agenda (10 minutes total)

Oversight Items: 10 minutes - Mayor Jessop

4. Invoice Register approval

5. Department reports

Public Hearing:

6. Hildale City Council will hold a public hearing during the regular public meeting to receive public comment concerning possible amendment to Hildale City Code, Sec 31-82 Compensation of Elected and Statutory Officers.

Unfinished Council Business:

- [7.](#) Consideration, discussion and possible approval to have Jones and DeMille Eng. assist the City in applying for a Utah Division of Outdoor Recreation Grant for the Maxwell Park Improvements project.

New Council Business:

8. Consideration, discussion, and possible action concerning Resolution 2025-03-001, appointing a Hildale City Trustee to the Southwest Mosquito Abatement & Control District; and designating an alternate.
- [9.](#) Consideration, discussion and possible approval for amendment to City Code, Sec. 31-82 Compensation of Elected and Statutory Officers.
- [10.](#) Consideration discussion and possible approval to award Sewer Master Plan Update to Sunrise Engineering in the amount of \$107,800. All funds for Hildale and Colorado City are Impact Fee eligible.
- [11.](#) Consideration, discussion and possible approval to award the Homestead Wastewater Engineering Services to Sunrise Engineering in the amount of \$106,900. All funds are Impact Fee eligible.
- [12.](#) Consideration, discussion and possible approval to award the A Line Sewer Manhole Repair Engineering Services to Sunrise Engineering in the amount of \$61,900. All funds will come from the Wastewater Fund.

Calendar of Upcoming Events: 5 minutes - Mayor Jessop

- [13.](#) City Council Calendar

Executive Session: As needed

14. Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional confidence or physical or mental health of an individual.

Adjournment: Mayor Jessop

Agenda items and any variables thereto are set for consideration, discussion, approval, or other action. Council Members may be attending by telephone. Agenda is subject to change up to 24 hours prior to the meeting. Individuals needing special accommodations should notify the City Recorder at 435-874-2323 at least three days prior to the meeting.



Hildale City Council and Utility Board Work Session

Wednesday, January 22, 2025 at 6:00 PM
50 North Colvin Street, Colorado City, AZ 86021

Minutes

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Mayor Jessop called the meeting to order at 6:05 pm.

Roll Call of Council Attendees: City Recorder

PRESENT

Mayor Donia Jessop
Council Member Luke Merideth
Council Member JVar Dutson
Council Member Terrill Musser
Council Member Darlene Stubbs
Council Member Brigham Holm

Utility Board Chair Ezra Nielsen

Utility Board Member Ruth Steed

Upper Mesa Special Service District Chair Mike Barrett

Upper Mesa Special Service District Vice Chair Lawrence Barlow

Upper Mesa Special Service District Member Les Black

Staff:

Nathan Fischer

Bryan Thiriot

Roger Carter

City Recorder Maxene Jessop

Public:

Dan Jessop

Pledge of Allegiance: By Invitation of Mayor Jessop

New Council Business:

1. Budget Basics Training - Presentation by Roger Carter

Hildale City Council and Utility Board will participate in a Budget Basics training.

NO ACTION WILL BE TAKEN

Roger Carter presented the basics of Government Budgets. He explained in detail how the individual funds are set up and if/when funds should be transferred between funds.

Adjournment: Mayor Jessop

Mayor Jessop adjourned the meeting at 8:02 pm.

Minutes were approved at the City Council Meeting on _____.

Maxene Jessop, City Recorder

PENDING APPROVAL



Hildale City Council Meeting

Wednesday, February 05, 2025 at 6:00 PM
320 East Newel Avenue, Hildale City, Utah 84784

Minutes

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Mayor Jessop called the meeting to order at 6:00 pm

Roll Call of Council Attendees: City Recorder

PRESENT

Mayor Donia Jessop
Council Member Luke Merideth
Council Member JVar Dutson
Council Member Terrill Musser
Council Member Darlene Stubbs
Council Member Brigham Holm

Pledge of Allegiance: By Invitation of Mayor Jessop

Council Member Musser led the pledge.

Conflict of Interest Disclosures: Mayor and Council Members

None

Special Recognitions:

1. City Council Community Recognition and Appreciation Award

Mayor Jessop called on Council Member Meredith to present the Recognition and Appreciation Award.

Council Member Meredith nominated the UZONA Chamber of Commerce for bringing people together and common progress in the community.

Martha and Kevin Lebaron accepted the award expressing gratitude and thanks with an explanation of UZONA Chamber's work and accomplishments.

Public Presentations:

2. Chief of Staff - Kyle Wilson - Congresswoman Celest Malloy

Kyle Wilson, District Director of Congresswoman Celest Malloy's office, presented. He gave good tidings and presented tokens of appreciation to the Council. It's a tradition in the military to provide tokens of accomplishment for challenges performed.

Mayor Jessop requested to relay to Celeste Malloy gratitude for her efforts to Hildale City.

Approval of Minutes of Previous Meetings: Council Members

Hildale City Council - February 05, 2025

3. City Council meeting minutes of January 8, 2025 & Emergency meeting January 16, 2025

The Council looked over the previous meeting minutes. Mayor Jessop called for a motion.

Motion made by Council Member Musser, to approve City Council meeting minutes of January 8, 2025 & Emergency meeting January 16, 2025. Seconded by Council Member Stubbs.

Voting Yea: Council Member Meredith, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

Motion Carried

Public Comments: 3 minutes each - Discretion of Mayor Jessop

4. 3 minutes each - Discretion of Mayor Jessop

Jared Nicol - Gave a statement referencing City Manager Duthie's administrative leave of 3 months thus far without information being given to the public.

Eric Duthie - Stated that he was placed on administrative paid leave before Thanksgiving and is under the understanding that the City was to buy out his City contract. He would like a response from the Mayor and Council for the public and himself the reason he is under administrative leave.

Council Comments: For items not on the agenda (10 minutes total)

5. For items not on the agenda (10 minutes total)

Council Member Musser talked about there being more ATV accidents in the past few months. He would like to see the community pull together and educate the youth and find a solution to protect everyone. He gave appreciation to the Uzona Chamber of Commerce for the recent Gala event they did for the community.

Council Member Dutson added to the comment of the ATV's accidents and agreed that being safe by following traffic signs and educating the youth would be a solution of helping the situation. He gave a shout out to staff that are carrying on to make Utilities and business work with the current changes happening.

Council Member Meredith appreciated Jared Nicol's concern for the community and the communities for their patience.

Council Member Stubbs expressed gratitude to the staff and asked Sergeant Gower if the Police Office had free helmets and gear for the youth. Sergeant Gower responded that there is free protective gear that is available through the Police Station.

Council Member Holm thanked the Parks Supervisor, Nathaniel Barlow for his efforts in beautifying the Parks.

Oversight Items: 10 minutes - Mayor Jessop

6. Financial Report and Invoice Register approval

Mayor Jessop called on the Deputy Recorder to present the Invoice Register. There were a few items explained and discussed.

Motion made by Council Member Dutson, to pay the bills as the funds become available. Seconded by Council Member Holm.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

Motion Carried.

7. Department Reports

Mayor Jessop invited the Departments to present their monthly reports.

Superintendent Fischer presented the Utilities Operations for Gas, Water, and Sewer. Director Postema presented on Utilities Administration.

Mayor Jessop presented that the Public Works Director, John Todd Barlow has resigned and extended gratitude for his hard work for so many dedicated years in his role and to his future endeavors. Rick White will be the intern Director until the position is filled. All the Council expressed appreciation to John Todd for his time served at the City.

Bryan Baire presented the Innovation Center report.

Sergeant Gower presented the Police report.

Appointments to Boards or Commissions:

None

Unfinished Council Business:

None

New Council Business:

8. Consideration and Discussion on the Intent to have Jones & DeMille Engineering assist the City in applying for a Utah Division of Outdoor Recreation Grant for the Maxwell Park Improvements project.

Ferrah Stout, Jones and DeMille Engineering Representative, presented and updated the Council on various grants available to apply for the Maxwell Park Improvements Project. Discussion was had with the Council. Item was tabled to the next meeting as an action item.

9. Consideration, discussion, and possible approval to purchase Maxwell Park Lawn Mower in the amount of \$11,083.50. (Nathaniel Barlow)

Parks Supervisor, Nathaniel Barlow, presented the need for a new mower and referenced a few quotes. Council Member Holm donated a mower to the Parks which will help with this need. The Council gave appreciation Nathaniel for his work and efforts on the research provided.

Motion made by Council Member Dutson, to approve purchase Maxwell Park Lawn Mower in the amount of \$11,083.50 Seconded by Council Member Holm.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

Motion Carried.

Calendar of Upcoming Events: 5 minutes - Mayor Jessop

10. City Council Calendar

The Council discussed the Calendar.

The next meeting is scheduled for March 4th and Budget Work Session February 25th.

Executive Session: As needed

- 11. Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional confidence or physical or mental health of an individual.

Mayor Jessop called for a motion at 7:16 pm.

Motion Motion made by Council Member Musser, to go into the Executive Session at 7:16 pm to discuss litigation, security, property acquisition or sale or the character and professional confidence or physical or mental health of an individual. Seconded by Council Member Stubbs.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

Motion Carried.

Mayor Jessop called for a motion at 8:33 pm.

Motion made by Council Member Dutson, to come back into session at 8:33 pm. Seconded by Council Member Musser.

Voting Yea: Council Member Merideth, Council Member Dutson, Council Member Musser, Council Member Stubbs, Council Member Holm

Motion Carried.

Adjournment: Mayor Jessop

Mayor Jessop adjourned the meeting at 8:34 pm.

Minutes were approved at the City Council Meeting on _____.

Maxene Jessop, City Recorder



Hildale City Hildale City Council and Utility Advisory Board Work Session

Wednesday, February 26, 2025 at 6:00 PM

50 North Colvin Street, Colorado City, Arizona 86021

Minutes

Welcome, Introduction and Preliminary Matters: Mayor Jessop

Roll Call of Council Attendees: City Recorder

PRESENT

- Mayor Donia Jessop
- Council Member JVar Dutson - Arrived at 6:15pm
- Council Member Terrill Musser
- Council Member Brigham Holm
- Board Member Ruth Steed
- UMSSD Board Vice Chair Lawrence Barlow - Arrived at 6:09
- UMSSD Board Chair Mike Barrett - Arrived at 6:40
- UMSSD Board Member Les Black - Arrived at 7:32

Pledge of Allegiance: By Invitation of Mayor Jessop

None

New Council Business:

1. Budget Monitoring - Presentation by Roger Carter

Hildale City Council and Utility Board will participate in a Budget Basics training.

NO ACTION WILL BE TAKEN

Mayor Jessop invited Dr. Erin O'Brien to explain the City Alliance program, and how it can help the City save significantly by having their professors create curriculum that is in line with the needs of the city and their students complete the curriculum in real life experiences, all free to the City.

Roger Carter started his Budget training at 6:45. He explained in depth how to ask the right questions while reviewing an Annual Budget.

Adjournment: Mayor Jessop

Meeting adjourned at 8:37pm

Minutes were approved at the City Council Meeting on _____.

Maxene Jessop, City Recorder

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
1155 ARIZONA STRIP LANDFILL CORP									
COLL 0125	1	Invoice	LANDFILL SERVICES	01/31/2025	03/02/2025	44,216.00	0	02/25	11-21312
Total 1155 ARIZONA STRIP LANDFILL CORP:						44,216.00			
1430 CASELLE, INC.									
138523	1	Invoice	90% UTILITIES - SPLIT DISTRIBUTION	02/01/2025	03/03/2025	1,399.50	0	02/25	65-41-318
138523	2	Invoice	10% ADMIN - SPLIT DISTRIBUTION	02/01/2025	03/03/2025	155.50	0	02/25	11-41-318
Total 1430 CASELLE, INC.:						1,555.00			
1481 CHEMTECH-FORD LABORATORIES, INC.									
25B1297	1	Invoice	Water Tests	02/20/2025	03/22/2025	53.00	0	02/25	81-41-314
Total 1481 CHEMTECH-FORD LABORATORIES, INC.:						53.00			
1580 COLORADO CITY FIRE DEPARTMENT									
2425025	1	Invoice	FIRE DEPT IGA	02/01/2025	02/16/2025	7,583.34	0	02/25	11-44-980
Total 1580 COLORADO CITY FIRE DEPARTMENT:						7,583.34			
2170 HILDALE CITY UTILITIES									
3180001-012	1	Invoice	Lab Shop Utilities	02/07/2025	02/22/2025	903.39	0	02/25	65-41-280
6077001-012	1	Invoice	CITY HALL UTILITIES - 33% Admin - Split Distribution	02/07/2025	02/22/2025	164.01	0	02/25	11-41-280
6077001-012	2	Invoice	CITY HALL UTILITIES - 67% Utilities - Split Distribution	02/07/2025	02/22/2025	332.99	0	02/25	65-41-280
6217001-012	1	Invoice	MAXWELL PARK UTILITIES	02/07/2025	02/22/2025	411.75	0	02/25	11-48-280
6231904-012	1	Invoice	INNOVATION CENTER UTILITIES	02/07/2025	02/22/2025	440.50	0	02/25	41-41-790
6238007-012	1	Invoice	HILDALE CITY ANNEX BUILDING	02/07/2025	02/22/2025	171.00	0	02/25	11-48-730
6428701-012	1	Invoice	Propane Yard Lease	02/07/2025	02/22/2025	100.00	0	02/25	84-41-580
Total 2170 HILDALE CITY UTILITIES:						2,523.64			
2260 IIMC									
47770 2025	1	Invoice	Annual Membership 2025	02/14/2025	03/16/2025	195.00	0	02/25	11-41-210
Total 2260 IIMC:						195.00			
2560 HINTON BURDICK CPAs & ADVISORS									
317573	1	Invoice	FY24 Audit Progress Billing - 33% Admin Split Distribution	01/31/2025	03/02/2025	10,065.00	0	02/25	11-41-313
317573	2	Invoice	FY24 Audit Progress Billing - 67% Utilities Split Distribution	01/31/2025	03/02/2025	20,435.00	0	02/25	65-41-313
Total 2560 HINTON BURDICK CPAs & ADVISORS:						30,500.00			
2671 LES OLSON COMPANY									
EA1514087	1	Invoice	MAINTENANCE CONTRACT - 75% UTILITIES	02/18/2025	03/20/2025	324.22	0	02/25	65-41-250
EA1514087	2	Invoice	MAINTENANCE CONTRACT - 25% ADMIN	02/18/2025	03/20/2025	108.08	0	02/25	11-41-241
Total 2671 LES OLSON COMPANY:						432.30			
3560 SOUTH CENTRAL COMMUNICATIONS									
16343900 02	1	Invoice	MAXWELL PARK INTERNET	02/01/2025	02/16/2025	209.73	0	02/25	11-48-287
8297800 022	1	Invoice	CITY HALL PHONES & FAX LINES - 33% ADMIN - Split						

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
8297800	022	2 Invoice	Distribution CITY HALL PHONES & FAX LINES - 67% UTILITIES - Split	02/01/2025	02/16/2025	323.17	0	02/25	11-41-287
			Distribution	02/01/2025	02/16/2025	656.14	0	02/25	65-41-287
17523300	01	2 Adjustmen	MAXWELL INTERNET	01/01/2025	01/16/2025	304.02-	0	01/25	11-48-287
Total 3560 SOUTH CENTRAL COMMUNICATIONS:						885.02			
3930 TOWN OF COLORADO CITY									
11142	1	Invoice	GENERAL & PROFESSIONAL LIABILITY	02/01/2025	02/16/2025	3,306.90	0	02/25	84-41-510
11142	2	Invoice	RISK MANAGEMENT FUND	02/01/2025	02/16/2025	635.95	0	02/25	65-41-510
11142	3	Invoice	TUITION REIMBURSEMENT	02/01/2025	02/16/2025	254.38	0	02/25	65-41-140
11142	4	Invoice	PROPANE LIABILITY	02/01/2025	02/16/2025	291.67	0	02/25	84-41-510
11147	1	Invoice	GAS - PUBLIC WORKS ADMIN	02/01/2025	02/16/2025	449.89	0	02/25	11-41-257
11147	2	Invoice	DIESEL - PUBLIC WORKS - STREETS & ROADS	02/01/2025	02/16/2025	161.44	0	02/25	11-47-257
11147	3	Invoice	GAS - PUBLIC WORKS - STREETS & ROADS	02/01/2025	02/16/2025	108.50	0	02/25	11-47-257
11147	4	Invoice	ADMIN FEE - FUEL	02/01/2025	02/16/2025	23.67	0	02/25	65-41-257
11147	5	Invoice	FUEL FOR PROPANE TRUCK	02/01/2025	02/16/2025	196.63	0	02/25	84-41-257
11147	6	Invoice	FUEL FOR VAC TRUCK	02/01/2025	02/16/2025	154.33	0	02/25	82-41-257
11147	7	Invoice	FUEL - UTILITIES	02/01/2025	02/16/2025	1,434.21	0	02/25	65-41-257
11147	8	Invoice	ADMIN FEE UTILITIES - FUEL	02/01/2025	02/16/2025	53.83	0	02/25	65-41-257
PROST	0125	1 Invoice	AZ SALES TAX PROPANE	01/31/2025	02/15/2025	3,385.84	0	02/25	84-21371
WAT	0125	1 Invoice	AZ SALES TAX WATER	01/31/2025	02/15/2025	1,490.10	0	02/25	81-21371
11153	1	Invoice	DOJ - KEITH	02/18/2025	03/05/2025	1,607.92	0	02/25	63-41-310
11158	1	Invoice	DOJ - CARTER	02/18/2025	03/05/2025	346.50	0	02/25	63-41-310
11152	1	Invoice	JUF PAYROLL	02/12/2025	02/28/2025	25,738.30	0	02/25	65-41-110
11152	2	Invoice	GF PAYROLL	02/12/2025	02/28/2025	728.29	0	02/25	11-41-110
11152	3	Invoice	BLDG PAYROLL	02/12/2025	02/28/2025	788.95	0	02/25	11-45-110
11152	4	Invoice	PUBLIC WRKS PAYROLL	02/12/2025	02/28/2025	5,426.96	0	02/25	11-47-110
11152	5	Invoice	COMM OUTREACH PAY	02/12/2025	02/28/2025	.00	0	02/25	11-49-110
11152	6	Invoice	COURT PAYROLL	02/12/2025	02/28/2025	1,703.84	0	02/25	11-42-110
11152	7	Invoice	GF CITY MANAGER	02/12/2025	02/28/2025	2,945.38	0	02/25	11-41-113
11152	8	Invoice	GF CITY RECORDER	02/12/2025	02/28/2025	1,285.50	0	02/25	11-41-115
11152	9	Invoice	GF CITY TREASURER	02/12/2025	02/28/2025	.00	0	02/25	11-41-114
11152	10	Invoice	JUF CITY MANAGER	02/12/2025	02/28/2025	1,262.31	0	02/25	65-41-113
11152	11	Invoice	JUF CITY RECORDER	02/12/2025	02/28/2025	1,285.50	0	02/25	65-41-115
11152	12	Invoice	JUF CITY TREASURER	02/12/2025	02/28/2025	.00	0	02/25	65-41-114
11152	13	Invoice	JUF TEMP EMPLOYEE	02/12/2025	02/28/2025	.00	0	02/25	65-41-120
11152	14	Invoice	INNOVATION CENTER	02/12/2025	02/28/2025	2,884.62	0	02/25	41-41-790
11152	15	Invoice	JUF PAYROLL TAXES	02/12/2025	02/28/2025	2,107.15	0	02/25	65-41-130
11152	16	Invoice	JUF BENEFITS	02/12/2025	02/28/2025	3,441.95	0	02/25	65-41-140
11152	17	Invoice	GF PAYROLL TAXES	02/12/2025	02/28/2025	429.04	0	02/25	11-41-130
11152	18	Invoice	GF BENEFITS	02/12/2025	02/28/2025	602.04	0	02/25	11-41-140
11152	19	Invoice	PUBLIC WRKS PAYROLL TAXES	02/12/2025	02/28/2025	405.29	0	02/25	11-47-130
11152	20	Invoice	PUBLIC WRKS PAYROLL TAXES	02/12/2025	02/28/2025	750.46	0	02/25	11-47-140
11152	21	Invoice	COMM OUT PAYROLL TAXES	02/12/2025	02/28/2025	.00	0	02/25	11-49-130
11152	22	Invoice	COURT PAYROLL TAX & BENEFITS	02/12/2025	02/28/2025	301.24	0	02/25	11-42-130
11152	23	Invoice	INNOVATION CENTER TAX & BEN	02/12/2025	02/28/2025	493.26	0	02/25	41-41-790
11152	24	Invoice	ADMIN PAYROLL FEE	02/12/2025	02/28/2025	262.90	0	02/25	11-41-242
11152	25	Invoice	ADMIN PAYROLL FEE	02/12/2025	02/28/2025	262.90	0	02/25	65-41-242
Total 3930 TOWN OF COLORADO CITY:						67,007.64			

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
4149 STATE OF UTAH DEPT OF TRANSPORTATION									
S-R499(300)	1	Invoice	RADAR SPEED DRIVER FEEDBACK SIGN	01/23/2025	02/22/2025	5,860.00	0	02/25	11-47-740
Total 4149 STATE OF UTAH DEPT OF TRANSPORTATION:						5,860.00			
4202 ROCKY MOUNTAIN POWER									
68511976-00	1	Invoice	MONTHLY POWER	02/04/2025	03/06/2025	11.07	0	02/25	84-41-285
Total 4202 ROCKY MOUNTAIN POWER:						11.07			
4220 UTAH STATE TREASURER									
TC-55 0125	1	Invoice	SURCHARGES January 2025	02/05/2025	03/07/2025	1,392.96	0	02/25	11-42-550
Total 4220 UTAH STATE TREASURER:						1,392.96			
4221 UTAH STATE TAX COMMISSION									
STC 0125	1	Invoice	SALES AND USE TAX	02/24/2025	03/26/2025	2,201.85	0	02/25	84-21375
Total 4221 UTAH STATE TAX COMMISSION:						2,201.85			
4605 SUMMIT ENERGY, LLC									
0125HILD	1	Invoice	Natural Gas Commodity	02/06/2025	03/08/2025	56,024.48	0	02/25	84-41-431
Total 4605 SUMMIT ENERGY, LLC:						56,024.48			
4613 NEWBY BUICK									
6167443/1	1	Invoice	Computer reprogram for new service bed truck #3221	01/16/2025	02/15/2025	445.00	0	02/25	65-41-250
Total 4613 NEWBY BUICK:						445.00			
4620 VERIZON WIRELESS									
6103612213	1	Invoice	WIRELESS SERVICE - ADMIN 57%	02/06/2025	03/08/2025	143.66	0	02/25	11-41-287
6103612213	2	Invoice	WIRELESS SERVICE - UTILITIES 43%	02/06/2025	03/08/2025	108.38	0	02/25	65-41-287
6106059702	1	Invoice	WIRELESS SERVICE - ADMIN 57%	02/14/2025	03/16/2025	143.51	0	02/25	11-41-287
6106059702	2	Invoice	WIRELESS SERVICE - UTILITIES 43%	02/14/2025	03/16/2025	108.26	0	02/25	65-41-287
Total 4620 VERIZON WIRELESS:						503.81			
4750 DJB GAS SERVICES, INC.									
0001566210	1	Invoice	CYLINDER RENTAL	01/31/2025	03/02/2025	29.92	0	02/25	65-41-250
Total 4750 DJB GAS SERVICES, INC.:						29.92			
5057 GARKANE ENERGY									
1684200 022	1	Invoice	MAXWELL PARK POWER	02/14/2025	02/28/2025	512.14	0	02/25	11-48-285
1709902 022	1	Invoice	POWER PLANT WELL	02/14/2025	02/28/2025	57.58	0	02/25	81-41-285
1711203 022	1	Invoice	INNOVATION CENTER	02/14/2025	02/28/2025	129.85	0	02/25	41-41-790
1717500 022	1	Invoice	CENTENNIAL PARK LIFT STATION	02/21/2025	02/28/2025	1,144.87	0	02/25	82-41-285
1734500 022	1	Invoice	EAST WATER TANKS	02/21/2025	02/28/2025	63.61	0	02/25	81-41-285
1755204 022	1	Invoice	HILDALE CITY ANNEX	02/14/2025	02/28/2025	59.70	0	02/25	11-48-730
1763000 022	1	Invoice	SPRINKLER PUMP STATION	02/14/2025	02/28/2025	281.10	0	02/25	82-41-285
1763900 022	1	Invoice	SEWER HEADWORKS POWER	02/14/2025	02/28/2025	3,325.18	0	02/25	82-41-285
1768100 022	1	Invoice	Well #8	02/21/2025	02/28/2025	36.50	0	02/25	81-41-285
1772300 022	1	Invoice	Well #10	02/21/2025	02/28/2025	42.93	0	02/25	81-41-285

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
1772400 022	1	Invoice	Well #4	02/21/2025	02/28/2025	43.29	0	02/25	81-41-285
177250 0225	1	Invoice	CITY HALL POWER 67%	02/14/2025	02/28/2025	321.07	0	02/25	65-41-285
177250 0225	2	Invoice	CITY HALL POWER 33%	02/14/2025	02/28/2025	158.14	0	02/25	11-41-285
1775500 022	1	Invoice	WATER PLANT POWER	02/21/2025	02/28/2025	2,665.00	0	02/25	81-41-285
1780600 022	1	Invoice	Well #19	02/21/2025	02/28/2025	41.44	0	02/25	81-41-285
1781000 022	1	Invoice	Well #17	02/21/2025	02/28/2025	36.50	0	02/25	81-41-285
1782300 022	1	Invoice	LAB SHOP POWER	02/14/2025	02/28/2025	896.35	0	02/25	65-41-285
1782501 022	1	Invoice	Well #22	02/14/2025	02/28/2025	1,010.22	0	02/25	81-41-285
1787300 022	1	Invoice	PROPANE YARD	02/14/2025	02/28/2025	108.41	0	02/25	84-41-285
1790000 022	1	Invoice	STREET LIGHTS	02/14/2025	02/28/2025	489.71	0	02/25	11-47-286
1793900 022	1	Invoice	MILLION GALLON TANK	02/14/2025	02/28/2025	41.96	0	02/25	81-41-285
1945500 022	1	Invoice	ACADEMY AVE WELL	02/21/2025	02/28/2025	48.91	0	02/25	81-41-285
2026700 022	1	Invoice	Well #21	02/21/2025	02/28/2025	2,732.34	0	02/25	81-41-285
Total 5057 GARKANE ENERGY:						14,246.80			
5137 ESPLIN CATTLE CO,									
LEASE AGR	1	Invoice	SEWER DISPOSAL FIELD LEASE	02/01/2025	02/28/2025	7,500.00	0	02/25	82-42-710
Total 5137 ESPLIN CATTLE CO.:						7,500.00			
5201 HYDRO SPECIALTIES CO.									
29262	1	Invoice	NEW WATER METERS	01/30/2025	02/28/2025	4,247.18	0	02/25	81-41-273
Total 5201 HYDRO SPECIALTIES CO.:						4,247.18			
5288 TOWN OF COLORADO CITY DISPATCH									
11139	1	Invoice	TOCC DISPATCH IGA	02/01/2025	02/28/2025	10,979.00	0	02/25	11-46-980
Total 5288 TOWN OF COLORADO CITY DISPATCH:						10,979.00			
5290 TOWN OF COLORADO CITY POLICE									
11140	1	Invoice	POLICE SERVICE IGA	02/01/2025	02/28/2025	37,577.83	0	02/25	11-43-980
Total 5290 TOWN OF COLORADO CITY POLICE:						37,577.83			
5336 WCF									
8082196	1	Invoice	WORKERS COMP. INSUR. 20%	02/03/2025	02/28/2025	109.15	0	02/25	11-41-510
8082196	2	Invoice	WORKERS COMP. INSUR. - 80% JUF	02/03/2025	02/28/2025	436.61	0	02/25	65-41-510
Total 5336 WCF:						545.76			
5356 BUCKS ACE HARDWARE									
360544	1	Invoice	Black plastic for Sewer Headworks building	01/16/2025	02/28/2025	119.99	0	02/25	82-41-273
Total 5356 BUCKS ACE HARDWARE:						119.99			
5401 SHRED ST GEORGE									
5334702102	1	Invoice	65 GAL BULK SHRED - PAPER SHREDDING - 50% ADMIN	02/10/2025	02/28/2025	27.48	0	02/25	11-41-240
5334702102	2	Invoice	65 GAL BULK SHRED - PAPER SHREDDING - 50% UTILITIES	02/10/2025	02/28/2025	27.47	0	02/25	65-41-271
Total 5401 SHRED ST GEORGE:						54.95			

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
5471 PINNACLE GAS PRODUCTS									
176368	1	Invoice	pipe fittings for gas meter sets	02/13/2025	02/28/2025	522.15	0	02/25	84-41-273
176369	1	Invoice	gas regulators	02/13/2025	02/28/2025	1,331.20	0	02/25	84-41-340
176442	1	Invoice	pipe fittings for gas meter sets	02/14/2025	02/28/2025	51.25	0	02/25	84-41-273
Total 5471 PINNACLE GAS PRODUCTS:						1,904.60			
5518 CUSTOMER DEPOSIT REFUND									
3209004 021	1	Invoice	3209004 CUSTOMER DEPOSIT REFUND	02/11/2025	02/28/2025	136.46	0	02/25	81-21350
6099002 020	1	Invoice	6099002 CUSTOMER DEPOSIT REFUND	02/07/2025	02/28/2025	10.92	0	02/25	81-21350
6232002 021	1	Invoice	6232002 CUSTOMER DEPOSIT REFUND	02/11/2025	02/28/2025	303.08	0	02/25	81-21350
6449906 020	1	Invoice	6449906 CUSTOMER DEPOSIT REFUND	02/03/2025	02/28/2025	495.05	0	02/25	81-21350
3499707 021	1	Invoice	3499707 CUSTOMER DEPOSIT REFUND	02/19/2025	02/28/2025	177.79	0	02/25	81-21350
Total 5518 CUSTOMER DEPOSIT REFUND:						1,123.30			
5553 EXECUTECH UTAH, INC.									
PHX-204977	1	Invoice	OFFICE 365 G3 GCC (GOVERNMENT) 70% SPLIT	01/31/2025	02/28/2025	696.15	0	02/25	65-41-318
PHX-204977	2	Invoice	OFFICE 365 G3 GCC (GOVERNMENT) 30% SPLIT	01/31/2025	02/28/2025	298.35	0	02/25	11-41-316
PHX-204997	1	Invoice	IT MANAGEMENT SERVICES 70% SPLIT	02/01/2025	02/28/2025	2,793.00	0	02/25	65-41-318
PHX-204997	2	Invoice	IT MANGEMENT SERVICES ADMIN 30% SPLIT	02/01/2025	02/28/2025	1,197.00	0	02/25	11-41-316
Total 5553 EXECUTECH UTAH, INC.:						4,984.50			
5592 PROJECT POWER INTERMEDIATE HOLDINGS LLC									
INV0020869	1	Invoice	OPERATOR QUALIFICATION TRAINING	08/30/2024	02/28/2025	3,551.68	0	02/25	84-41-210
Total 5592 PROJECT POWER INTERMEDIATE HOLDINGS LLC:						3,551.68			
5607 ENBRIDGE GAS UT WY ID									
5948550000-	1	Invoice	NATURAL GAS TRANSPORT	01/31/2025	02/28/2025	9,662.81	0	02/25	84-41-434
Total 5607 ENBRIDGE GAS UT WY ID:						9,662.81			
5626 WASHINGTON COUNTY									
889899	1	Invoice	665 N MAPLE STREET - PROPANE YARD - BACK PROPERTY TAXES	02/20/2025	02/28/2025	7,096.83	0	02/25	84-42-710
Total 5626 WASHINGTON COUNTY:						7,096.83			
5646 XPRESS BILL PAY									
INV-XPR020	1	Invoice	Bill Pay Transactions and Account Maintenance	01/31/2025	02/28/2025	1,092.14	0	02/25	65-41-317
Total 5646 XPRESS BILL PAY:						1,092.14			
5745 PUBLIC MANAGEMENT PARTNERS									
01-24	1	Invoice	COURT MONITOR FEES	02/17/2025	02/28/2025	389.67	0	02/25	63-41-310
Total 5745 PUBLIC MANAGEMENT PARTNERS:						389.67			
5794 PAT WALKER CONSULTING LLC									
2025-005	1	Invoice	Professional Accounting						

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
			Services (BILL, PAT, CRISTINA) 70% split JUF	02/13/2025	02/28/2025	6,798.75	0	02/25	65-41-145
2025-005	2	Invoice	Professional Accounting Services (BILL, PAT, CRISTINA) 30% SPLIT GF	02/13/2025	02/28/2025	2,913.75	0	02/25	11-41-312
Total 5794 PAT WALKER CONSULTING LLC:						9,712.50			
5821 JONES & DEMILLE ENGINEERING									
0136399	1	Invoice	MAXWELL PARK IMPROVEMENT - ENGINEERING	12/20/2024	02/28/2025	90,000.00	0	02/25	11-48-730
0136798	1	Invoice	MAXWELL CANYON PUBLIC UTILITY ACESS IMPROVEMENTS - ENGINEERING	02/20/2025	02/28/2025	37,500.00	0	02/25	45-48-731
Total 5821 JONES & DEMILLE ENGINEERING:						127,500.00			
5824 CUSTOMER REFUND									
3198004-022	1	Invoice	3198004 CUSTOMER OVERPAYMENT REFUND	02/20/2025	02/28/2025	105.40	0	02/25	01-11750
Total 5824 CUSTOMER REFUND:						105.40			
5825 ZION TROPHIES AND AWARDS									
1591	1	Invoice	DESK PLATES & PLAQUE	02/04/2025	02/28/2025	61.92	0	02/25	11-41-310
Total 5825 ZION TROPHIES AND AWARDS:						61.92			
5894 JERALD A POSTEMA									
1069-25	1	Invoice	UTILITIES DIRECTOR CONTRACT	02/01/2025	02/28/2025	5,000.00	0	02/25	65-41-310
1069-25	2	Invoice	EXPENSES REIMBURSEMENT	02/01/2025	02/28/2025	1,979.91	0	02/25	65-41-310
Total 5894 JERALD A POSTEMA:						6,979.91			
5903 THE SHERWIN-WILLIAMS COMPANY									
8757-0	1	Invoice	CITY HALL BREAK ROOM PAINT	02/12/2025	02/28/2025	144.75	0	02/25	11-41-271
8794-3	1	Invoice	PAINT FOR CITY HALL ROOMS	02/13/2025	02/28/2025	289.50	0	02/25	11-41-271
Total 5903 THE SHERWIN-WILLIAMS COMPANY:						434.25			
5930 HOLIDAY RESORT MANAGEMENT, PC									
03012025	1	Invoice	APARTMENT RENT	03/01/2025	03/31/2025	1,012.99	0	02/25	65-41-580
Total 5930 HOLIDAY RESORT MANAGEMENT, PC:						1,012.99			
5932 The Data Center, LLC									
68233	1	Invoice	FULL COLOR STATEMENTS & POSTAGE	01/31/2025	02/28/2025	814.08	0	02/25	65-41-144
68320	1	Invoice	FULL COLOR STATEMENTS & POSTAGE	02/14/2025	02/28/2025	808.36	0	02/25	65-41-144
Total 5932 The Data Center, LLC:						1,622.44			
5936 UPPER MESA ECONOMIC DEVELOPMENT GROUP									
03012025	1	Invoice	CONSULTING SERVICES	03/01/2025	03/31/2025	5,500.00	0	02/25	11-41-312
Total 5936 UPPER MESA ECONOMIC DEVELOPMENT GROUP:						5,500.00			

Invoice	Seq	Type	Description	Invoice Date	Due Date	Total Cost	GL Activity	Period	GL Account
5940 FLAGSTAR PUBLIC FUNDING CORP.									
500491001	1	Invoice	AMBULANCE LOAN PAYMENT	01/01/2025	02/28/2025	17,950.88	0	02/25	11-44-810
Total 5940 FLAGSTAR PUBLIC FUNDING CORP.:						17,950.88			
5947 UPAHEAD, LLC									
AA649CC8-0	1	Invoice	TEXT MESSAGE SERVICES	02/06/2025	02/28/2025	300.00	0	02/25	65-41-210
Total 5947 UPAHEAD, LLC:						300.00			
5956 FIRST RESPONDERS FIRST, LLC									
HILDALE CIT	1	Invoice	24/7 Support, Therapy & Wellness Checks	02/17/2025	02/28/2025	2,562.50	0	02/25	11-44-811
Total 5956 FIRST RESPONDERS FIRST, LLC:						2,562.50			
5969 WESTERN GAS TECHNOLOGIES									
INV-3250419	1	Invoice	DRESSER 8C175 METER WITH IMC PTZ	02/03/2025	02/28/2025	2,304.00	0	02/25	84-41-341
Total 5969 WESTERN GAS TECHNOLOGIES:						2,304.00			
5972 EMPLOYEE REIMBURSEMENTS									
021825	1	Invoice	CDL FINAL DRIVE OUT - REIMBURSEMENT - ALVEY	02/18/2025	02/28/2025	200.00	0	02/25	82-41-230
Total 5972 EMPLOYEE REIMBURSEMENTS:						200.00			
5973 THE HORROCKS COMPANY, LLC									
1481736	1	Invoice	WATER TREATMENT CHEMICAL	12/03/2024	02/28/2025	3,665.29	0	02/25	81-41-273
Total 5973 THE HORROCKS COMPANY, LLC:						3,665.29			
Grand Totals:						506,409.15			

Report GL Period Summary

GL Period	Amount
01/25	304.02-
02/25	506,713.17
Grand Totals:	506,409.15

Vendor number hash: 442207
 Vendor number hash - split: 636046
 Total number of invoices: 94
 Total number of transactions: 142

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Net 15	24,893.76	.00	24,893.76
NET 30	143,420.39	.00	143,420.39
Open Terms	338,095.00	.00	338,095.00

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Grand Totals:	506,409.15	.00	506,409.15



Utilities Monthly Report February 2025

Gas Operations:

Natural Gas

Gas staff installed a gas meter on North Richard Street to serve a new customer.

Propane Gas

Gas staff delivered and hooked up three (3) new propane tanks for customers. Staff delivered 16,356 gallons of propane to 133 customers in January.

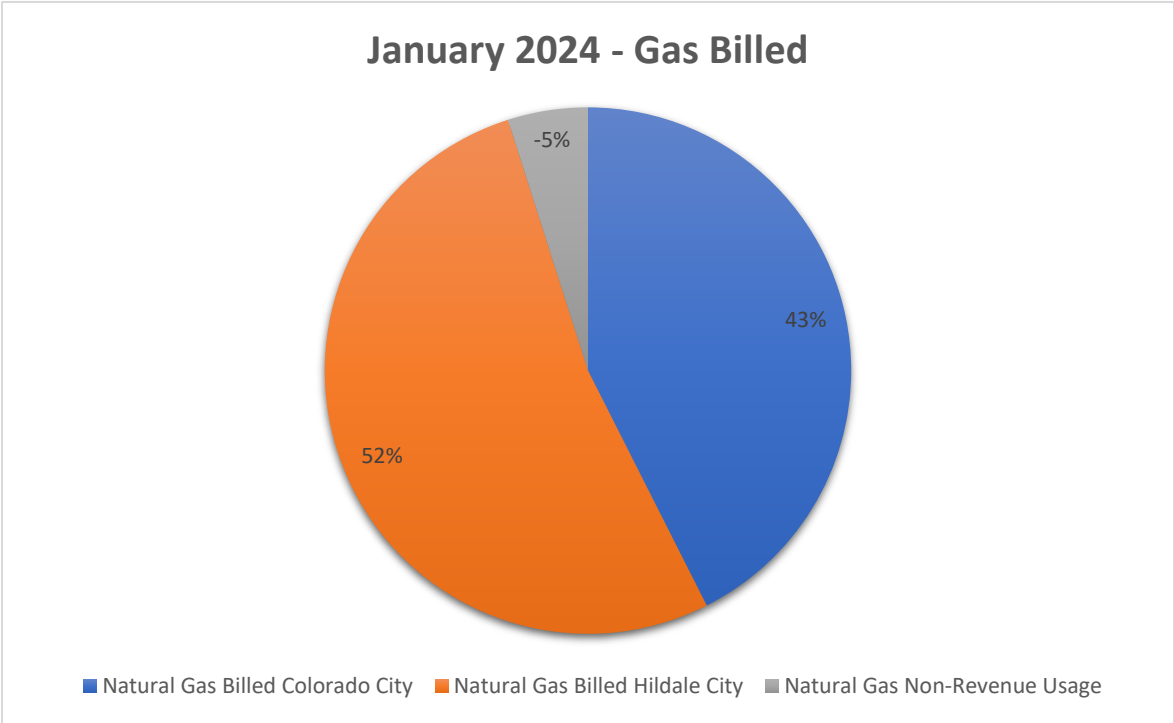
The Utah Department of Agriculture & Food Division of Regulatory Service/Weights & Measures completed an annual inspection of the propane trucks and dispensers. We passed the state certification inspection.

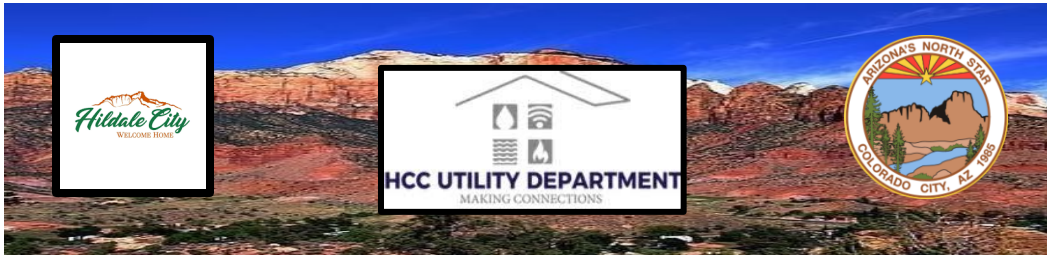




Gas billed Colorado City and Hildale City customers for December 2024.

Description	Quantity Billed*	Number of Customers
Natural Gas Purchased	10,506,600	
Natural Gas Billed Colorado City	5,118,600	388
Natural Gas Billed Hildale City	6,150,700	315
Natural Gas Non-Revenue Usage	(762,700)	
*Numbers are in Corrected Cubic Feet (100 Corrected Cubic Feet = 1 Therm)		





Item 5.

Sewer Operations:

The Utility Crew cleaned 1,957 feet of sewer main line this month. Staff constructed a new fence at the Sewer Lagoons for the goats that we use for weed control. We have two (2) new kid additions to the goat herd. Sewer pond #5 is 9.5 feet deep due to less than normal rainfall this winter and is expected to provide sufficient storage for the spring season.



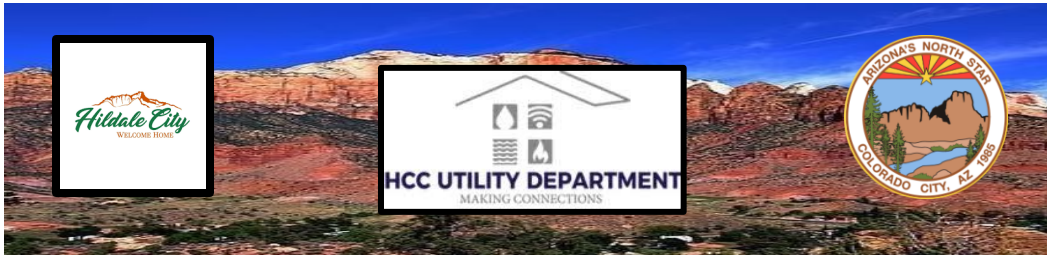


Item 5.

Sewer Headworks Building Project

Aardvark Underground is nearing completion of the Sewer Headworks Building Project.





Item 5.

Water Operations:

The Utility Crew repaired two (2) main line water valves. The first water valve repair was located on Johnson Avenue and Homestead Street. The second water valve repair was located on Cottonwood Street in front of El Capitan School.

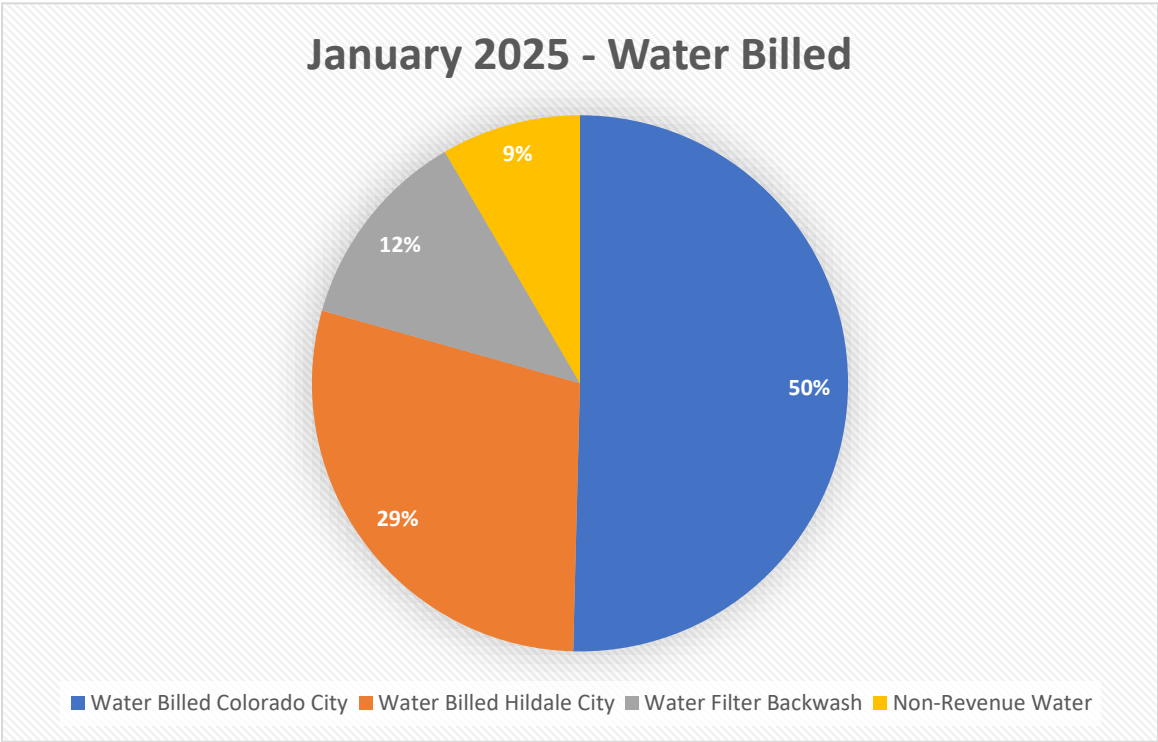
Staff repaired a damaged fire hydrant at the intersection of Barlow Street and Township Avenue due to a vehicle collision.





Water billed to Colorado City and Hildale City customers for January 2024.

Description	Quantity Billed*	Number of Customers
Water Produced	20,966,000	
Water Billed Colorado City	10,568,000	809
Water Billed Hildale City	6,075,000	388
Water Filter Backwash	2,560,000	
Non-Revenue Water	1,763,000	
*Numbers are in gallons		





Staffing

The current staffing levels in the Utility Department for Field Staff are 7 positions filled. We welcome Luke Tebbs to our team as the new hire for the Operator Technician I position!

The Utility Administration Team is at full staffing levels with 5 of the 5 positions filled. With the reorganization the following positions make up the new Utility Administration Team: Director, Superintendent, Administrative Analyst/Assistant, Billing Clerk, Customer Service Advocate.

Staff Training

Nathan, Mitch, Alvey and James attended the Rural Water Association of Utah 2025 Annual Conference at the Dixie Convention Center in St. George, Utah February 24th through the 27th, 2025.

Customer Service/Billing

Utilities Activities for January

	Total
Propane Tickets	163
Service Orders	74
Shut Off Notices	170
Shut Offs	28



Administration:

Work has been completed on the Raw Water Line from the wells to the Water Treatment Plant. Wells #25 & #26 have been completed and are capped until funding is available for the electrical work, pump and motor for the well. The Mohave County Colorado City ARPA Grant Project closed out as of February 2025.

A meeting was held with the Arizona Department of Environmental Quality (ADEQ), Jones DeMille, Nathan and Jerry. Due to a lack of permitting when the original system was installed, the City must provide a water blending plan to ADEQ and a request for an Ability to Construct (ATC) and Ability of Construction (AOC) permit for the blending plan. In addition, a request for the AOC permit to use the Academy Well is being submitted. Well #17 will have an AOC permit request submitted once the Blending Plan permit is received. The Water Treatment Plant was not permitted and is now in the process of being permitted through ADEQ in the near future.

Discussions have been occurring with Centennial Park about the expansion of their Wastewater System and the impact it will have on our current Lift Station and Force Main. Conversations will begin with Apple Valley on an agreement for collecting wastewater as a Customer Community. The ancillary flows will be included in the Wastewater Master Plan and paid for by the requesting agency.

The WIFA Water Program Grant, with a \$2.0 million Grant and up to \$3.0 million Loan, application is being worked on by the Utility staff. There is a list of projects from the Water Master Plan and from internal reviews which are not Impact Fee eligible to submit for the \$2.0 million grant.

PFAS Testing is required quarterly by EPA after the initial testing of our wells showed several wells having PFAS levels above the Maximum Contaminant Levels (MCL). The current requirement from EPA, under the previous administration, is to provide quarterly sampling results to the EPA/DDW. If the tests require treatment, EPA has told DDW and the community they will fund the treatment installation.



The Booster Station design has been reviewed by the Utah DDW and was approved in November 2024. On December 16, 2024, Hildale received an update to the funding opportunities between the community and the Drinking Water Board Infrastructure Funding Section Manager, adding \$40,550.00 to the Grant portion of the Project Funding. With the DDW permit issued, we will have the bid documents completed by our engineer and advertise for the construction of the facility.

The award of the contract would happen in mid-March of 2025. The new total for the Grant/Loan is \$829,050.00.

To meet DDW requirements and continue in good standing with the state of Utah and Arizona, the Utility Department and City's will have to create an Asset Management Plan and a Water Conservation Ordinance to receive continued grant funding. This resulted in a Change Order to the agreement with Jones & DeMille to help staff implement the two plans prior to completion of the Pressure Booster Station.

The Utility Staff are updating the Fiber Plans and adding to the GIS system more information on the current Utility Fiber System. After mapping, an inventory of connections and controls/switches, etc. will be conducted and a review of costs and fees will be made for presentation to the Utility Advisory Board and the Councils. Meetings are being scheduled with SC Broadband for use of existing fiber and open conduits.

The Utility Advisory Board has recommended all new Subdivisions in the two communities be required to enter into a Development Agreement with Utilities prior to approval of the Councils. Three (3) contracts for Wastewater Projects were recommended for approval to the Councils from the Utility Advisory Board.

OUR MISSION Is to provide regional leadership and fiscally responsible, necessary public services so that residents can enjoy living in a healthy and safe community.

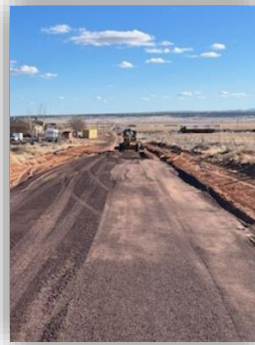


Public Works Report

February 2025

CITY & STREETS MAINTENANCE

Cleanup and maintenance: Public work crew delivered base to the corner of Harker Avenue and Homestead Street for curb and gutter. Potholes were filled on North Hildale Street, Canyon Street, Airport Road, west Mohave Avenue, Utah Avenue, and north Richard Street. Discussion and a list were compiled for trees to be added to upcoming projects, including for the town homes on Mohave Avenue. The water project was started in the planter strips down Central Street. Another layer of base was added on Redwood Street from Township Avenue to Johnson Avenue. Base was added to Elm Street between Uzona Avenue and Arizona Ave.



Sign replacement and addition: Public works crew repaired two posts at Maxwell Park, due to damage done by a vehicle.

Screen plant operations: 3,113 yards of road base were made. Some repairs were done on the crusher including tightening screw connections and replacing a faulty breaker.



PARKS AND RECREATION

Heritage Park: Branches were cleaned up off the lawn, pruning, weeding and clean-up were done.

Lauritzen Park: Park crews painted the men's and women's restrooms. A bid was put in for Jenson for epoxy flooring for both the men's and women's bathrooms and the park crew have an estimate for the roof repairs. Improvements were made including gate locks, door sweeps, and trash clean up. Branches were cleaned up off the lawn, pruning, weeding and clean-up were done.



EQUIPMENT MAINTENANCE AND REPAIR

Police vehicle number 1123 had all 4 tires mount and balanced. Police vehicle number 1108 had the coil pack, and front lower control arm replaced. The skid loader number 2342 had an LOF inspection, and the hydraulic filter, cabin filter, and fuel filter replaced. Garbage truck number 4462 had the rear drive tires replaced. Landfill Truck number 4466 had a LOF inspection and fuel filter replaced.

LANDFILL

The landfill crew has gotten a quote for some remodeling to be done on the scale house.

Scale house operator Maryett Jeffs has resigned, we would like to extend our gratitude towards Maryett for her hard work and time while with the city and we wish her all the best in her future endeavors. Landfill and the Town of Colorado City would like to welcome Rose Black as our new scale house operator.

In February, 783.36 tons of waste were taken to the landfill.

ADMINISTRATIVE

Public works submitted a grant application for WACOG to replace the faulty base on Mohave Avenue from SR389 to Redwood Street, the estimated cost of this project is \$907,200. The amount available for the WACOG grant is \$639,468. It will be several months before we know if the funding has been approved, if it is, the estimated start time for this project will be 2026.

Total man hours spent:

Arizona: 461

Utah: 21

The public works team takes pride in, and appreciates the opportunity, in working to improve the community and looks forward to its continued success.

Public Works Director.

HILDALE - COLORADO CITY FIRE DEPARTMENT

FIRE CHIEF'S REPORT TO THE BOARD

February 25, 2025

ADMINISTRATIVE ACTIONS:

Chief Porter and myself met with Fredonia Fire Chief Don Johnson to discuss possible mutual aid agreement updates and upcoming training opportunities.

Mathew Zitting has taken on the project of understanding and updating the financials for the Relief and Pension Fund. We have received some help from previous employees Mary Barlow and Lily Barlow. This project is one of our priorities due to approaching deadlines for reporting and audits.

Chief Porter has been working to catch us up to date on our NFIRS reporting to the state. We were able to submit 5 months' worth of reports and expect to be clear caught up within the month.

I have received an updated MOU from the State of Utah informing us that we have been awarded an additional 2,371.00 of funds that can be used toward Hildale EMS operations. These funds will be processed directly through Hildale City and are not reflected in our books.

Chief Porter is working on an application to the 100's Club of Arizona for a grant that could provide much needed firefighting gear and equipment.

TRAINING REPORT:

The February ALS Inservice training was focused on Behavioral Emergencies, we have seen an increase in these types of calls. H-CCPD Officers helped provide training in self-defense and appropriate patient restraint. This was well attended with over 70 participants present. This training included some case reviews from violent patient encounters we have responded to recently. A catered meal was provided.

We have conducted the first of two New Employee Orientation classes. These Orientation trainings have not been done since early 2022 so we have over 30 new members that were needing this training. This training covers the expected conduct of each member as well as the procedures related to emergency calls.

Our Peer Support group put on a training for department members and their families. The training topic was First Responder Relationships.

We are in the process of recertifying all of our wildland firefighters. This recertification requires annual refresher training as well as a rigorous physical fitness test. We have to have these applications submitted before the start of wildland season in April.

MAINTENANCE REPORT:

Lots of time has been spent these last few months doing the vehicle data entry into the Maintenance Pro Software. We now do our Tuesday evening truck check-offs on the app which will report any deficiencies directly to our maintenance staff. We are now working to build our EMS supply check lists in this same program for our weekly check-offs which will be audited by the state going forward.

All turbo repair has been completed as well as an oil leak that was found while doing maintenance. Daniel Roy has taken a couple of the ambulances into the dealer for warranty recall work. We now have all ambulances back in service.

Daniel Roy will be working this next week on our annual Pump Testing which will be followed by our annual aerial ladder and ground ladder testing. The pump testing we do in-house while ladder testing is done by a third-party contractor.

Staff with the help of volunteers have removed all the old strobe lights from SQ1031 and have replaced them with newer LED lights that were removed from ambulances and vehicles that we have removed from service. This was a very cost-effective way to significantly update the lighting on that truck.

Due to the cold temperatures, we have had to replace batteries on multiple apparatus including BR1012, SQ1032, A109, TRT1031, and R1011.

FIRE PREVENTION:

The CPR Training Center has trained and certified 6 community members in CPR/First Aid as well as 14 provider level CPR classes.

Chief Porter conducted 4 commercial fire inspections with a few more upcoming. He also conducted multiple plan reviews.

Chief Porter put on a fire extinguisher operations class for 47 staff members from Creek Valley Clinic.

OTHER:

We continue to see a significant amount of ATV and dirt bike accidents with some involving vehicles. There was an article in Saint George News that covered this issue in the communities.

I spent an evening with new Board Member Helen Barlow doing orientation to our staff functions, equipment, facilities, and operations.

Sincerely,

Jesse Barlow, Chief



**Colorado City Police Department
Hildale City Police Department**
Courage-Compassion-Integrity

Robbins A. Radley
Chief Marshal

Police Department Report

February 2025

Patrol: In Colorado City officers took 248 cases and in Hildale City 171 cases. Traffic violations in Colorado City 89 with 52 warnings, and Hildale City had 116 and 50 warnings. Six DUI drivers were taken into custody during the month.

Officer Musser, our animal control and code enforcement officer completed his special function police officer certificate and after he completes field training he will take on additional responsibilities.

Administration:

Since the fee schedule for reports, copies and other administrative requests has not been adjusted for many years a new fee schedule will be submitted for review. These fees just cover the city's costs of producing the requested reports.

An additional Intergovernmental Agreement (IGA) for additional services for Apple Valley will be submitted for review. I believe the additional services requested are appropriate and will have a positive impact for all the communities involved and the motoring public along the highway.

Thank you, *Robbins A. Radley*



985 N. Box Elder St. Hildale, UT 84784
(435)212-4942

Hildale City
320 Newel Ave.
Hildale, UT 84784

Date: 3/3/2025

Mayor Jessop,

This department report represents work for the month of February at the HEAIC. It is intended as an update to be included in the monthly packet for the Mayor, City Council, and the public.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryce A. Bann', is written below the word 'Sincerely,'.

Financials

Remaining Funds:		Category
Rural Communities OP - Final 10% (not received)	\$ 59,906.10	Water Service
Tourism Implementation Grant (75%) (received)	\$ 18,750.00	Tourism Signs
Tourism Implementation Grant (25%) (not received)	\$ 6,250.00	Tourism Signs

Engagement

Calendar

	Inquiries / Outreach	Initial One-On-One Meetings	Visits Per Inquiry	Group Participants	Graduated Companies	Social Follows	Date	Events
Actual '24	117	100	2.09	71	4	333	4-Mar	10:00 - Utah Innovation Collaboration Mtg.
Goals '25	300	250	2.5	100	7	875		
Jan '25	8	6	2	0	0	378		
February	7	5	1.75	0	0	449	6-Mar	5:00 - Uzona Chamber Board Meeting
March								
April								
June								
July							18-Mar	4:00 - Youth Coalition Meeting
August								
September								
October							20-Mar	11:30 - Washco Business & Innovation Lunch
November								
December								
YTD	15	11	1.875	0	0	449		

Renovation: the bid package was extended for the emergency water project

Partner Meetings: Washington County Business Innovation Coordination luncheon

Events: Uzona board meeting, Adult / Youth Prevention Coalition, FutureReady Utah luncheon and industry tours and Premium Production and Zion Cliff Lodge

Activities: Prepared the tourism sign grant chronological report

FY2025 Outdoor Recreation Grant Infrastructure Application

Applicant

Applicant ID

Company Name

Recipient Address

Email

Amount Requested

Status

Draft

Funded



Basic Project and Contact Information

BEFORE BEGINNING: Please read and be familiar with the eligibility requirements, selection process, and reimbursement process outlined in the [2025 Program Guide](#) (PDF link). You may also need this resource as you formulate your responses. If you need additional information, please visit <https://recreation.utah.gov/> (hyperlink)

HELPFUL TIP: We suggest writing your application answers in a word processor outside of the online application. This will allow you to proofread and edit answers more effectively. Using a word processor easily allows you to keep track of the character count in your response, as there are character limits for some questions. This will also help alleviate connection errors and lost work. Lastly, remember to save your work as you fill out the application.

IMPORTANT: No application deadline extensions will be granted under any circumstance. All responses are extracted completely (without editing from the OOR staff) for all necessary reporting. Please make sure it is well-written and free of grammar and punctuation errors. Provide any links as the full URL; hyperlinked text from a word document will not be preserved when copying and pasting into the application.

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is not scored.

Question: Project Name:

Question: Project Latitude (coordinates must be in the following example format: 37.858285).

Question: Project Longitude (coordinates must be in the following example format: -111.0391):

Question: Provide a description or any details of the project location if necessary:

Question: Project County:

Question: Project Organization Tax ID:

Question: Primary Contact First Name:

Question: Primary Contact Last Name:

Question: Primary Contact Organization:

Question: Primary Contact Title:

Question: Primary Contact Email:

Question: Primary Contact Phone:

Question: Secondary Contact Name:

Question: Secondary Contact Organization:

Question: Secondary Contact Title:

Question: Secondary Contact Email:

Question: Secondary Contact Phone:

Question: Project or organization info website, please copy and paste full URL:

Question: Contract Signatory Name:

Question: Contract Signatory Email:

Funding Request

NOTE: Funding decisions are at the discretion of the Utah Outdoor Recreation Infrastructure Advisory Committee based on review of the overall budget and project. The Utah Outdoor Recreation Grant awards Grant Funding Requests ranging from \$30,001 to \$500,000, plus the Regional Asset Tier of \$1,000,000.

Please make sure to ***hover your cursor over the question mark that appears near most questions***. This is "help text" and provides additional information about what your response should include.

For 2025, UORG Tier 1 and Regional Asset Tier grants are using a county-based matching scale, from 50%-20%. [Click here to view the UORG County-Based Matching Scale.](#)

This section is not scored.

Question: Total Project Cost:

Question: Grant Funding Request. UORG Tier 1 funds requests between \$30,001 and \$500,000, plus the Regional Asset Tier up to \$1,000,000.

Question: What suggested minimum match percentage does your project need to provide? See link above in overview section for county-based matching scale.

- 50%
- 40%
- 30%
- 20%

Question: If you are unable to meet your suggested county-based match, please provide justification for being considered for a reduced match requirement. Example: small city budget within highly populated county.

Question: Has the match been secured? If not, please explain.

Question: What is the applicant match for this project? Please give the value for both the cash match and the in-kind, designating each. Do not include the match from partners here.

Question: If the TOTAL cash match (from applicant and all cash partners) has NOT been secured, please provide some details on your contingency plan if other funding sources do not come through. (1000 character limit) If not applicable, put N/A.

Question: Legal Name of all partnering organizations providing any form of in-kind matches, donations/money, land, labor/workforce, equipment, etc. (if applicable)

Question: From all partners listed, (those providing in-kind matches, donations/money, land, labor/workforce, equipment, etc.), explain in detail what each organization is specifically providing to contribute to the success of this project. (If applicable)

Question: Are you applying for the Regional Asset Tier of UORG funding: \$500,001 - \$1,000,000?

- YES
- NO

Question: If applying for Regional Asset Tier: If you do not receive the Regional Asset Tier funding, would you still like to be considered for the \$500,000 UORG amount?

YES

NO

Question: If applying for Regional Asset Tier, what qualifies your project as a regional asset?

Question: Are you applying for 2025 Recreational Trails Program (RTP) as a match for this project?

Yes

No

Project Summary

NOTE: The project summary will provide an opportunity to fully explain the project and its value to the community. Provide any links as the full URL; hyperlinked text from a word document will not be preserved when copying and pasting into the application. Please refer to the program guide for any additional questions.

HELPFUL TIP: We suggest writing your application answers in a word processor outside of the online application as you go. This will allow you to proofread and edit answers more effectively. Using a word processor also easily keeps track of the character count in your response, as there are character limits for some questions. This will also help alleviate connection errors and lost work. Lastly, remember to save your work as you fill out the application.

IMPORTANT: No application deadline extensions will be granted under any circumstance. All responses are extracted completely, without editing from the DOR staff, for all necessary reporting. Make sure it is well-written and free of grammar and punctuation errors.

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Project Abstract: Summarize the project in a concise 2-3 sentence summary. 500 Character Limit

Question: Project Description: Describe your project in detail. Please include specific steps of the project's delivery and the anticipated completion date of each step within the full timeline. 3,000 Character Limit

Question: Measuring the Need: How will your project solve outdoor recreation problems in your community? Provide data that explains the current situation in the community in relation to outdoor recreation. 2,000 Character Limit

Question: Community Outreach and Diversity: How will this project improve recreational opportunities for youth, minorities, people with disabilities, veterans or lower income families living in the area? 2,000 Character Limit

Question: Existing or Expected Users: What recreational user groups, local clubs, youth teams, etc. will use the infrastructure? Provide an estimate of the number of users for each group. 2,000 Character Limit

Question: Marketing: How will you advertise and market this project to locals, tourists and identified user groups? 2,000 Character Limit

Question: Maintenance: Tell us about the maintenance plan for the life of this infrastructure. Who will be responsible for the the light maintenance and who will be responsible for the occasional heavy maintenance? 2,000 Character Limit

Question: Was this project denied support in previous UORG funding cycles or withdrawn by the applicant and you are resubmitting for approval in 2024? If so, what changes have been made to your proposal?

Project Readiness & Scheduling

NOTE: The scoring committee gives extra consideration for shovel-ready projects. If your project is not shovel ready, it must be mature enough in planning to ensure completion by September 2027. If projects don't meet this deadline, they will be disqualified and no funds will be awarded.

If the project will be constructed on federal lands, the project needs to have results from an environmental planning process (such as NEPA).

For more information on cultural clearances with the Utah State Historic Preservation Office, [refer to the Archeological Compliance Guidance document by clicking here.](#)

Please see the [program guide](#) (linked text) for any additional questions.

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Timeline: What is the approximate schedule for your project? When will it be ready for construction and when will it be complete? 3,000 Character Limit

Question: Planning: What engineering or conceptual design work has been done so far? Please explain in detail. 3,000 Character Limit

Question: Permits: List any permits or environmental documentation required to construct the project and their status (if applicable). 2,000 Character Limit

Question: Does your project require a cultural clearance? Any project that is ground-disturbing and in an area that has not been previously disturbed in the last 50 years will likely need an archaeological investigation. See help text for more information.

YES

NO

Question: Land Ownership: Select the PRIMARY type of land the project is being constructed on.

Question: Land Ownership: Select all of the SECONDARY types of land the project is being constructed on (if applicable).

USFS

BLM

State Park

City

- County
- National Park Service
- DWR
- SITLA
- UDOT
- Private with Public Access
- Private with owner granting easement

Question: Land Ownership: If the land owner is not the applicant, please explain the contracts, easements and agreements that have been made between the property owner and the applicant. 3,000 Character Limit

Question: Is this project part of a phased project? If so, please provide some background on other phases of the project and the history that has been done on those previous phases.

Economic Impact

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: What is the PRIMARY economic development need that this project will serve?

Question: What is the SECONDARY economic development need that this project will serve? (Please select a different answer).

Question: Please explain the ways in which your project is helping solve the primary and secondary selections made above. If your project has any additional economic benefits, please explain. 3,000 Character Limit

Question: Highlight the value of the project for the area(urban, rural, suburban) and give details on how it improves quality of life, serves underserved populations, increases property values, benefits local businesses, give access to public transportation, ect.

Question: How many new Full Time jobs will the construction of the infrastructure support? (Full time is at least 30 hours/week)

Question: How many new Part Time jobs will the construction of the infrastructure support? (Part time is less than 30 hours/week; position continues throughout year)

Question: How many new Seasonal jobs will the construction of the infrastructure support? (Seasonal jobs are only a portion of the year)

Recreational Access & Value

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: What is the PRIMARY outdoor recreation activity this project will support? Select one:

Question: What SECONDARY type of outdoor recreation activity will this project support? Select a different one:

Question: Is the project part of a regional, county or other type of master recreation plan for the area? Describe how. 2,000 Character Limit

Question: How are you integrating Americans With Disabilities Act and accessibility considerations into your outdoor recreation site and trail projects? How are you accommodating the needs for adaptive recreation outside of the ADA? for 2,000 Character Limit

Question: What fee will the public be charged to access this amenity? If there is no fee, enter a value of '0.00'.

Question: If the project is a trail project, does it connect two or more significant existing trails or area attractions?

Question: If the project is a trail project, how many NEW miles of trail will be created?

Question: For trail project only: is the trail going to be purpose built for mountain biking? If so, please give some detail about the expected difficulty rating.

Required Supportive Materials and Attachments

NOTE: For each question, click "Choose File," select the correct file you would like to attach, then click "Upload." **Make sure to download the file, complete it, and then reupload otherwise it will attach as a blank template.** Save the page before moving on to the next section. Individual attachments should not exceed 20 MB. Please see the [program guide](#) (linked text) for any additional questions.

[Use this link](#) (linked text) for the required Budget Spreadsheet --- **This budget sheet is hosted in google drive. To edit, you must download the file or make a copy into your own google drive. Please rename the file to your project name.**

[Click here to view the brief UORG Budget Spreadsheet Guide](#) --- [Click here to view the County-Based Matching Scale.](#)

[Use this link](#) (linked text) for the required **Statement of Responsibility.**

[Use this link](#) (link) for the **W-9 tax form.**

Please make sure to **hover your cursor over the question mark that appears near most questions.** This is "help text" and provides additional information about what your response should include.

This section is worth 5 points.

Question: Logo/Pictures: Please attach a logo from the project organization. In addition, you may attach any photos from the project.

Question: Map: Please attach a map of the project location within the community. On the map, identify the main roads that provide access, and any infrastructure that surrounds it. If it is a trail, show how it links to other recreational amenities or other trails.

Question: Site Plan or Concept Drawing: Please attach a recreational site plan or detailed conceptual drawing that includes orientation and layout of the project itself.

Question: Letters of Support: Include at least two and at most seven, letters of support for the project from businesses and/or organizations in the community that demonstrates the project's importance to the area. Please attach as one file.

Question: Tourism/Economic Development Letter: Please attach a letter from the local tourism or ED office with an estimate of community or economic impact of the project.

Question: Budget Spreadsheet: Please download, fill out, and attach the provided budget spreadsheet for the project (in Excel). Please view the brief UORG budget spreadsheet guide linked above in the section overview before filling out.

Question: Statement of Responsibility: Please download, fill out, and attach the provided Statement of Responsibility form to document the entity responsible for long-term maintenance of this project.

Question: W-9: Please fill out and attach the W-9 tax form provided above.

If Applicable Supportive Materials and Attachments

NOTE: For each question, click "Choose File," select the correct file you would like to attach, then click "Upload." Save the page before moving on to the next section. Individual attachments should not exceed 20 MB.

Please see the [program guide](#) for any additional questions.

[Use this link](#) (linked text) when filling out the Sensitive Wildlife Area Documentation.

Please make sure to **hover your cursor over the question mark that appears near most questions**. This is "help text" and provides additional information about what your response should include.

This section is not scored.

Question: Landowner Approval Letter: Please attach if applicant is not the landowner or land manager. This can include a Landowner Approval Letter, MOU, or legal contract with the property owner (If applicable).

Question: NEPA Documentation: Please attach if the project is on or crossing federal lands (If applicable).

Question: Cultural Clearance: Utah State Historic Preservation Office agency letter regarding a project's effects on cultural resources.

Question: Sensitive Wildlife Area Documentation: Please attach documentation from the Utah Department of Wildlife Resources (DWR) if the project is in or near a special management area for a sensitive species such as the Sage Grouse (If applicable).

Question: Permit from Army Corps of Engineers: Please attach for river projects (If applicable).

Question: Engineering Plans: Please attach if engineered plans have been completed (If applicable).

Question: Master Plan: Please attach if the project is part of a regional, county or other type of master recreation plan for the area (If applicable).

Question: Donation Confirmations: Please attach written confirmations of donations from partners or other sponsors in letter form (if applicable).

**HILDALE CITY
ORDINANCE 2025-01**

**AN ORDINANCE PROVIDING FOR THE COMPENSATION OF ELECTED AND
STATUTORY OFFICERS OF HILDALE CITY**

WHEREAS, pursuant to Section 10-3-818 of the Utah Code, the elective and statutory Officers of Hildale City (“City”) shall receive such compensation for their services as the Hildale City Council may fix by ordinance adopting compensation or compensation schedules enacted after public hearing: and

WHEREAS, upon its own motion in a council meeting on March 4, 2025, the Hildale City Council determined that the compensation of certain statutory officers should be amended to account for cost of living increases and that the compensation of the Hildale City Council members may be declined by a City Council member should they choose to forgo such compensation; and

WHEREAS, a duly noticed public hearing was held on March 4, 2025, at which all interested persons were given an opportunity to be heard; and

WHEREAS, the Hildale City Council finds that it is in the best interests of the health, safety and welfare of the inhabitants of the City to amend the compensation of certain statutory officers and to allow a City Council member to decline to receive compensation for their services should they choose to forgo such compensation; and

WHEREAS, the Hildale City Council now desires to amend the compensation of certain officers of the City and allow a City Council member to forgo compensation;

NOW THEREFORE, be it ordained by the Hildale City Council, in the state of Utah, as follows:

SECTION 1: AMENDMENT “Sec 31-82 Compensation of Elected and Statutory Officers” of the Hildale Municipal Code is hereby amended as follows:

Sec 31-82 Compensation of Elected and Statutory Officers

(a) Compensation. The yearly compensation of the elected and statutory officers shall be established as:

Mayor	\$30,000.00	<u>\$78,000.00</u>
Manager	\$109,400.00	
Recorder	\$60,403.00	<u>\$51,800.00</u>
Treasurer	\$51,667.00	<u>\$46,600.00</u>
Attorney	\$60,000.00	<u>Per Contract</u>
Justice Court Judge	\$11,271.00	
Mayor and City Council Stipend	\$70.00/ meeting	

- (b) Payment. The Treasurer shall, on the regularly scheduled bi-weekly payroll drawn on the municipal checking account, pay each elected and statutory officer according to the compensation schedule hereby established. However, should an elected and statutory officer voluntarily choose to decline to receive such compensation by providing notice in writing to the City Recorder, there shall be no payment requirement on the Treasurer in relation to that elected and statutory officer.
- (c) Per Diem. Each member of the governing body shall receive mileage and per diem for all trips approved by the governing body according to the schedules adopted by the City and by the Utah Department of Finance.

SECTION 2: **EFFECTIVE DATE** This Ordinance shall be in full force and effect after the required and publication according to law.

PASSED AND ADOPTED BY THE HILDALE CITY COUNCIL, STATE OF UTAH, ON THIS 4th DAY OF March 2025.

		YES	NO	ABSTAIN	ABSENT
JVar Dutson	Council Member				
Brigham Holm	Council Member				
Luke Merideth	Council Member				
Terrill Musser	Council Member				
Darlene Stubbs	Council Member				

 Donia Jessop, Mayor
 Attest:

_____ (seal)

Maxene Jessop, City Recorder

Utility Advisory Board Recommendation Memorandum

To: Hildale City Mayor & City Council & City Attorney and Colorado City Town Manager and Town Council

From: Hildale/Colorado City Utility Advisory Board Chair, Ezra Nielsen



Page | 1

Date: February 26, 2025

Cc: Jerald A Postema, Utility Director, Nathan Fischer, Utility Superintendent, Athena Cawley, Utility Administrative Assistant/Assistant City Recorder, Maxene Jessop, City Recorder/Accounts Payable, Shirley Zitting, Town Clerk/HR Director

Re: Recommendations to award the following Contracts: 1. Sewer Master Plan contract in the amount of \$107,800.00 to Sunrise Engineering, 2. Homestead Wastewater Line Engineering Services contract in the amount of \$106,900.00 to Sunrise Engineering and 3. A Line Manhole Repair Engineering Services contract in the amount of \$61,900.00 to Sunrise Engineering.

On February 24, 2025, 6:00 pm at Hildale City Hall during the regularly scheduled meeting of the Utility Advisory Board, the members reviewed and acted on the following.

1. Recommendation to award the Sewer Master Plan Update to Sunrise Engineering in the amount of \$107,800.00. All funds for Hildale and Colorado City costs are **Impact Fee eligible**.
2. Recommendation to award the Homestead Wastewater Engineering services to Sunrise Engineering in the amount of \$106,900.00. All funds are **Impact Fee eligible**.
3. Recommendation to award the A Line Sewer Manhole Repair Engineering Services to Sunrise Engineering in the amount of \$61,900.00. All funds will come from the Wastewater Fund.



11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | Fax: 435.652.8416

Item 10.

WORK RELEASE NO. 2024-2

Hildale Wastewater Master Plan Update 2024

Hildale City
320 E Newell Avenue
Hildale, UT 84784

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2024-2 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT: Hildale City

ENGINEER: Sunrise Engineering, LLC

By: _____

By: _____

Date: _____

Date: November 25, 2024

Name: Jerry Postema

Name: Joe Phillips, PE

Title: Director

Title: Vice President

WORK RELEASE NO. 2024-2

This Work Release is entered into by and between Hildale City (CLIENT) and Sunrise Engineering, LLC (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated November 12, 2013, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: **Hildale Wastewater Master Plan Update 2024**
2. Study Location: **Hildale, Washington County, Utah**
3. Summary of Study Objective: **Hildale City desires to update the Wastewater Master Plan including updated Impact Fee Facilities Plan and Impact Fee Certification. Included in this update will be evaluation of the entire sanitary sewer system for the service area including Hildale City, the Town of Colorado City, effluent from Centennial Park and Colorado City Municipal Airport to the system through the Centennial Park lift station, and potential future effluent from Apple Valley to the system through potential Apple Valley lift station(s).**
4. Funding Sources: **CLIENT intends to apply to the Utah Department of Environmental Quality and the Arizona Department of Environmental Quality.**
5. Relevant Studies, Reports, Plans: ***Wastewater Master Plan, Impact Fee Facilities Plan, & Impact Fee Analysis 2016* dated June 21, 2016; Documents related to Centennial Park Development, Wastewater Transmission & Treatment Facilities Project 2001.**
6. Report Format Standards: **ENGINEER's Document Standards**
7. Anticipated Deliverables: **Report entitled *Wastewater Master Plan, Impact Fee Facilities Plan, & Impact Fee Analysis Update 2024*.**
8. Project Assumptions: **Centennial Park installs and maintains its own collection lines. Capacity analysis will not include the Centennial Park collection lines and will begin at the outfall to CLIENT's system.**

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

1. Management of Engineering Services

- a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Develop and submit an engineering services schedule.
 - ii) Coordinate services within ENGINEER's internal team, including subconsultants.
 - iii) Prepare and submit regular engineering services progress reports to CLIENT.
 - iv) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
 - v) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
 - vi) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.

2. Funding Administration Phase

- a) Upon authorization by CLIENT, ENGINEER will:
 - i) Communicate with the Utah Department of Environmental Quality (UDEQ) and Arizona Department of Environmental Quality (ADEQ) to review the potential project funding opportunity.
 - ii) In CLIENT's behalf, prepare an application to UDEQ & ADEQ for funding of the project, including supporting documentation.
 - iii) If required, attend one UDEQ and one ADEQ meeting to support CLIENT's efforts to secure project funding. It is assumed that all funding-related meetings will be virtual.
 - iv) Advise CLIENT in CLIENT's efforts to secure and administer project funding.
 - v) If preliminary communications with UDEQ and ADEQ suggest that funding for the project is unlikely through either agency, CLIENT may direct ENGINEER to pursue alternative funding.
 - vi) CLIENT recognizes that funding for the project through one of the public funding agencies identified herein is not guaranteed.
- b) If the public funding agency to which ENGINEER applies on the CLIENTS's behalf declines to fund the project or funding terms are not deemed by the CLIENT to be in its best interest, CLIENT may self-fund the project, coordinate with ENGINEER to reduce project Scope of Services and Compensation or suspend or terminate ENGINEER's services for convenience.

3. Study or Report Phase

- a) Upon authorization by CLIENT, ENGINEER will:
 - i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
 - (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
 - ii) Visit the site as needed to perform the Study or Report Phase.
 - iii) **Perform or provide the following Study or Report Phase tasks or deliverables:**
 - (1) **Gather and Review Data**
 - (a) Review prior & related studies.
 - (b) Review existing rate & impact fee ordinances.
 - (c) Receive & review anecdotal information from CLIENT.
 - (d) Identify known system needs & project priorities.
 - (2) **Prepare a System Analysis**
 - (a) Update project base map
 - (i) Incorporate compiled GIS data
 - (ii) Incorporate existing maps (as provided by the CLIENT)
 - (iii) Apply current land use & density plans
 - (iv) Gather and incorporate publicly available digital contour data

- (b) Update growth rate estimates to be used for future population projections. Project population for a 20-year wastewater system design.
 - (c) Evaluate hydraulic capacity of the existing trunk lines based on estimated invert elevations and any identified problem areas in the collection system.
 - (d) Evaluate the hydraulic capacity of the wastewater treatment facility.
 - (i) Provide recommendations for the existing and future capacity of the wastewater treatment facility
 - (1) Evaluate existing hydraulic capacity of wastewater treatment facility and address existing concerns
 - (2) Evaluate future hydraulic capacity of wastewater treatment facility for 20-year horizon
 - (3) Discuss options, costs, and environmental impacts for wastewater reuse
 - (4) Identify treatment improvement alternatives and recommend facility improvements
 - (e) Analyze drainage basins/zones from previous master plan
 - (i) Review growth areas since previous master plan
 - (ii) Review current growth projections.
 - (iii) Adjust delineations as needed.
 - (f) Analyze capacity of gravity collection system.
 - (i) Update wastewater model and run model to update capacity requirements.
 - (g) Inflow and Infiltration Analysis (I&I)
 - (i) Walk the sewer line alignments in areas of suspected I&I to provide visual inspection of surface improvements.
 - (ii) Identify manholes or cleanouts that may be in low drainage areas or otherwise collecting I&I.
 - (iii) This scope includes surface observation only and does not include in-pipe inspections such as camera, dyes, smoke, etc.
- (3) Prepare Capital Improvements Analysis for proposed development in Centennial Park
- (a) Analyze lift station capacity
 - (i) Review impacts of proposed 100-unit development
 - (ii) Review impacts of anticipated growth
 - (iii) Determine immediate and future lift station capacity requirements
 - (b) Analyze force main capacity
 - (i) Review impacts of proposed 100-unit development
 - (ii) Review impacts of anticipated growth
 - (iii) Determine immediate and future force main capacity requirements
 - (c) Analyze capacity of gravity main between force main and lagoons
 - (d) Analyze capacity of lagoons
 - (i) Review impacts of proposed 100-unit development
 - (ii) Review impacts of anticipated growth
 - (iii) Determine immediate and future lagoon capacity requirements
- (4) Develop Recommended System Improvements Plan
- (a) Provide recommendations for improvements of the system for 20-year horizon.
- (5) Prepare Financial Analysis
- (a) Prepare opinions of probable cost for recommended improvements.
 - (b) Prepare a 20-year cash flow analysis.
 - (c) Evaluate the existing sewer rate structure.
 - (i) Recommend a rate structure adjustment if necessary.
 - (d) Recommend a possible financing plan for recommended improvements.
 - (e) Recommend an annual rate increase if appropriate.

- (6) Develop Engineer's Opinion of Probable Cost for Operations and Maintenance costs resulting from the collection and treatment of flows from the Centennial Park collection zone.
- (7) Review Ordinances Related to the Sewer System
 - (a) Recommend modifications to or additions to ordinances.
 - (b) Recommend pretreatment ordinance.
- (8) Prepare Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) compliant with Utah's and Arizona's Impact Fees Acts.
 - (a) Base the IFFP and IFA on a 10-year planning horizon.
 - (b) Establish an existing Level of Service.
 - (c) Establish a proposed Level of Service.
 - (d) Identify improvements required to support new growth; differentiate project improvements and system improvements as defined by the Impact Fees Acts.
 - (e) Calculate the maximum allowable Impact Fee.
 - (i) Include capital and overhead costs for new improvements.
 - (ii) Include existing excess capacity and debt service.
 - (iii) Include necessary property acquisitions.
 - (iv) Include financing costs.
 - (v) Include study costs.
 - (f) Calculate Impact Fees specific to residential units, commercial units, and short-term rental units.
 - (g) Provide an Impact Fee Certification.
 - (h) Provide a Lay Person Summary.
- (9) Prepare Final Report
 - (a) Develop a draft report presenting background, methodology, findings, conclusions & recommendations.
 - (b) **The draft and final report will be delivered to CLIENT in .PDF format.**
- iv) Furnish the Study or Report Phase deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.
- v) Revise the Study or Report Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.
- vi) Present the final Study or Report Phase deliverables to CLIENT's governing and advisory bodies per CLIENT's request.
- b) ENGINEER's services under the Study or Report Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Study or Report Phase deliverables, as revised.

3. ADDITIONAL SERVICES

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

1. Additional Services Requiring CLIENT's Written Authorization

- a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - ii) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of CLIENT in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

- iii) Services to make measured drawings of existing conditions or facilities, to conduct tests investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
- iv) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed, specified, studied or evaluated by ENGINEER, or the project's requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
- v) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
- vi) Providing renderings or models for CLIENT's use, including development, management, and other services.
 - (1) Undertaking investigations and studies not specified in the Scope of Services.
- vii) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.
- viii) Preparing for, coordinating with, participating in, and responding to structured independent review processes except where specified in the Scope of Services.
- ix) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
- x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.
- xi) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

1. CLIENT's General Responsibilities

- a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of ENGINEER's services.
 - ii) The presence at the site of any constituent of concern or hazardous material.
- c) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- d) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
- e) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. Project Information

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements,

flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.

3. **CLIENT-Furnished Services**

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.

5. **COMPENSATION**

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

1. **Table of Compensation**

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Funding Administration	2.2	\$9,500	Hourly Rates	
Study or Report Phase Centennial Park	2.2	\$46,000	Lump Sum	
Study or Report Phase HCCU System	2.2	\$34,000	Lump Sum	
User Rate HCCU	2.2	\$7,500	Lump Sum	
IFFP & IFA – Hildale	2.2	\$5,400	Lump Sum	
IFFP & IFA – Colorado City	2.2	\$5,400	Lump Sum	
Total	-	\$107,800	-	Total does not include meetings
Conduct Client Progress Meeting	2.2	\$1,300	Lump Sum	Per meeting
Attend Council/Board Meeting	2.2	\$1,500	Lump Sum	Per meeting
Additional Services	3.1	\$0	Hourly Rates	

2. **Lump Sum Basis of Compensation**

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
- b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
- c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. **Hourly Rates Basis of Compensation**

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
- b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.

- c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER services, including labor costs, material expenses, overhead, and profit.
- d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.

4. **Estimated Compensation Amounts**

- a) ENGINEER's estimate of the amounts that will become payable for hourly rate Phase/Task/Deliverable items specified in the Table of Compensation are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under this Work Release.
- b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that the total compensation amount thus estimated will be exceeded, ENGINEER will give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of ENGINEER's services for CLIENT's convenience. Upon notice, CLIENT and ENGINEER will promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate ENGINEER's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the ENGINEER's services during the negotiations and ENGINEER exceeds the estimated amount before CLIENT and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, then ENGINEER will be paid for all services rendered hereunder.

5. **Billing Schedule**

- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

6. **EXHIBITS**

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Fee Schedule, Reimbursable Expense Schedule.

SUNRISE ENGINEERING

Item 10.

FEE SCHEDULE*

Labor Code	Work Classification	Hourly Rate	Labor Code	Work Classification	Hourly Rate
53	Administrative III	\$104	109	Engineer VII	\$221
100	Engineer Student Intern	\$109	110	Principal Engineer	\$249
101	Engineer Intern (EIT) I	\$123	500	Funding Specialist	\$156
102	Engineer Intern (EIT) II	\$137	601	GIS Tech	\$90
103	Engineer Intern (EIT) III	\$151	602	GIS Tech II	\$110
104	Engineer III	\$165	611	GIS Specialist I	\$135
105	Engineer IV	\$179	613	GIS Analyst	\$165
106	Engineer V	\$193	614	GIS Programmer	\$175
107	Senior Engineer	\$235	615	GIS Team Leader	\$180
108	Engineer VI	\$207			

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

*A convenience fee of 4% will be applied to all payments made with a credit card.

STG 01-2025



11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | Fax: 435.652.8416

Item 11.

WORK RELEASE NO. 2025-1

HOMESTEAD WASTEWATER LINE

Hildale City
320 E Newell Avenue
Hildale, UT 84784

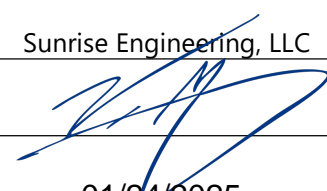
EXECUTION AND EFFECTIVE DATE

This Work Release No. 2025-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT: Hildale City

ENGINEER: Sunrise Engineering, LLC

By: _____

By: 

Date: _____

Date: 01/24/2025

Name: Jerry Postema

Name: Vern Maloy, PE

Title: Director

Title: Office Manager

WORK RELEASE NO. 2025-1

This Work Release is entered into by and between Hildale City (CLIENT) and Sunrise Engineering, LLC (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated November 12, 2013, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: **Homestead Wastewater Line**
2. Type of Facility: **12" Diameter Wastewater Transmission Pipeline and Manholes**
3. Size of Facility: **Approx 3,525 LF**
4. Facility Location: **Colorado City, Mohave County, Arizona**
5. Summary of Improvements: **Hildale City desires to improve wastewater transmission capacity from the North side of the city by installing a new 12" transmission line on Homestead St. which will act as a parallel line to the line in Richard St.. In addition to the sewer line, Hildale city desires to improve water pressure and fire flow capacity by installing additional water improvements near Homestead St. and Arizona Ave. Water improvements are anticipated to be a 6-8" mainline on Homestead St. and possibly Harker Ave. between Arizona Ave. and Academy Ave. Engineering design will include water modeling to determine the final location and size of these water improvements. (see attached Preliminary Project Exhibit)**
6. Funding Sources: **Self-funded through impact fees.**
7. Relevant Studies, Reports, Plans: **Wastewater Master Plan, Impact Fee Facilities Plan, & Impact Fee Analysis 2016 dated June 21, 2016**
8. Design CAD Standards: **ENGINEER's CAD Standards**
9. Design Code Standards: **CLIENT's Construction Design Standards and Construction Design Details**
10. Bidding & Contract Documents: **EJCDC C-Series**
11. Construction General Conditions: **EJCDC C-Series**

12. Project Specifications: **CLIENT's Construction Design Standards and Construction Design Details**
13. Anticipated Drawing Contents: **General Sheets, Plan & Profile Sheets, Utility Sheets, Detail Sheets.**
14. Number of Prime Construction Contracts: **One**
15. Expected Construction Duration: **120 Calendar Days**
16. Project Assumptions: **It is assumed that project will not include roadway design. Existing roadway surface that is disturbed during project will be replaced with 6" of untreated road base. It is assumed that all pipelines will be installed in the public Right-Of-Way (ROW) and will not require easements or purchasing additional ROW. The project scope assumes that geotechnical investigation will not be required.**

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

1. Management of Engineering Services

- a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Develop and submit an engineering services schedule.
 - ii) Coordinate services within ENGINEER's internal team, including subconsultants.
 - iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by ENGINEER's services or resulting construction.
 - iv) Prepare and submit regular engineering services progress reports to CLIENT.
 - v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
 - vi) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
 - vii) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.

2. Preliminary Design Phase

- a) Upon authorization by CLIENT, ENGINEER will:
 - i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
 - (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
 - ii) Visit the site as needed to perform the Preliminary Design Phase.
 - iii) Relative to design survey and mapping:
 - (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by CLIENT, coordinate with CLIENT's utility engineer, utility consultant, or land surveyor for the necessary surveys, mapping, and documentation required for ENGINEER's design purposes.
 - (2) When surveys, topographic mapping, utility documentation, etc. are to be provided by ENGINEER, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
 - iv) Relative to above-ground utilities:
 - (1) Review above-ground utilities information obtained from others and from observations at the site.
 - (2) Make recommendations to CLIENT regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for ENGINEER's design purposes.
 - v) Relative to underground facilities:
 - (1) Review underground facilities data furnished by CLIENT or others and advise CLIENT on the need to further identify, investigate, or map underground facilities at or adjacent to the site.

- (a) In CLIENT's behalf, and with CLIENT's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
- (b) CLIENT acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that ENGINEER, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.
- (2) Support CLIENT's efforts to expose, investigate, or pothole underground facilities.
- vi) Relative to mitigation of utilities conflicts:
 - (1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.
 - (2) Advise CLIENT regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies, and support CLIENT in CLIENT's efforts to resolve such conflicts.
- vii) Prepare a permit summary document that identifies CLIENT's permit duties, ENGINEER's permit duties, and the contractor's permit duties, and the schedule for permitting activities.
- viii) Relative to preparing bidding/proposal documents and front-end construction contract documents:
 - (1) Review CLIENT's instructions regarding its policies for procurement of construction services, instructions regarding advertisements for bids, instructions to bidders, requests for proposals, etc.
 - (2) Review CLIENT's construction contract practices and requirements, insurance and bonding requirements, and other information necessary to prepare CLIENT's bidding/proposal documents and front-end construction contract documents.
 - (3) Obtain copies of CLIENT's standard bidding/proposal documents and front-end construction contract documents, and any other related documents or content for ENGINEER to include in drafts of the project-specific bidding/proposal documents and front-end construction contract documents.
 - (4) Consider the effects of the bidding/proposal documents and front-end construction contract documents on the project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
- ix) **Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:**
 - (1) **Design Survey and Mapping**
 - (a) Perform design survey and mapping of the site including the area likely to be affected by the project.
 - (b) Collect survey points sufficient to map existing hardscape and softscape boundaries, above-ground utilities, surface features, contour features, observed monuments, etc.
 - (c) Collect data on storm drain, irrigation and wastewater utility flowlines, inverts, and similar features, when surface elements of such features are visible and accessible.
 - (d) Set, at minimum, five control points for use in subsequent surveys and construction staking.
 - (e) Prepare a topographic base map representing the collected points and data to support the Preliminary Design and Final Design Phases.
 - (f) Prepare boundary survey and parcel tract map of the proposed project area.
 - (g) Record of survey maps, setting monuments, preparing easement or right-of-way documents, and similar services are excluded from the design survey and mapping scope.
 - (2) **Hydraulic Modeling**
 - (a) Analyze CLIENT's existing culinary water model to determine possible scope for waterline improvements in Homestead St. to help increase pressures and fire flows in the project area.

- x) Prepare a Preliminary Design Phase report summarizing, as appropriate, the Preliminary Design Phase deliverables identified heretofore and ENGINEER's findings and recommendations for advancing the project to the Final Design Phase.
 - (1) The Preliminary Design Phase report will be in the format of a summary memorandum with attachments, or otherwise organized and assembled for ease and practicality of use.
 - (2) The Preliminary Design Phase report will consider the following matters to the extent applicable to the project:
 - (a) The project concept, intent, performance criteria, desired outcomes, CLIENT's design and construction standards, and CLIENT-directed improvements and facility elements.
 - (b) Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; constituents of concern or hazardous materials; cultural, historical, and archaeological resources at the site; wetlands information; and evaluations of flora and fauna that may be affected by the project.
 - (c) The time schedule for completion of the project and estimated schedule(s) for construction.
 - (d) Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - (e) The impact of project strategies, technologies, and techniques, sustainable features, and enhanced resiliency selected by CLIENT for inclusion in the project.
 - (f) The impact of schedules and probable construction cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when necessary and authorized by CLIENT.
 - (g) Construction phase quality assurance and quality control needs affecting development of drawings and specifications and other final design and bidding phase documents.
 - (h) The effect of permits and authorizations by other entities and utility coordination needs.
- xi) Prepare preliminary drawings representing roughly 30% design achievement.
- xii) Prepare a preliminary opinion of probable construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by CLIENT, assist CLIENT in tabulating the various cost categories which comprise the total project costs.
- xiii) Furnish the Preliminary Design Phase report, preliminary drawings, preliminary opinion of probable construction cost, and any other Preliminary Design Phase deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.
- xiv) Revise the Preliminary Design Phase report, preliminary opinion of probable construction cost, preliminary drawings, and any other deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.
- b) ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Preliminary Design Phase deliverables, as revised.

3. **Final Design Phase**

- a) After acceptance by CLIENT of the Preliminary Design Phase deliverables, issuance by CLIENT of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, and the time for completion of ENGINEER's services resulting from such instructions or changes.
- b) Upon authorization from CLIENT, ENGINEER will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.
- c) As part of the preparation of the drawings and specifications, ENGINEER will prepare interim drafts for CLIENT's review and final drawings and specifications as follows:

- i) First Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, representing approximately 60% design achievement.
- ii) Second Final Design Phase draft of drawings, specifications, and preliminary opinion of probable construction cost, addressing CLIENT's comments and including appropriate design advancement, representing approximately 90% design achievement.
- iii) Final drawings and specifications (representing 100% design achievement) that address CLIENT's comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final opinion of probable construction cost.
- d) Prepare bidding/proposal documents, draft front-end construction contract documents, and other related documents or content.
 - i) ENGINEER will furnish to CLIENT draft bidding/proposal documents and front-end construction contract documents. Following its review, CLIENT will transmit to ENGINEER one coordinated set of comments and revisions to the draft documents.
 - ii) Following receipt of CLIENT's comments and revisions, ENGINEER will prepare final bidding/proposal and front-end construction contract documents for CLIENT's use in issuing the project for public bid.
- e) In preparing the specifications and bidding/proposal and front-end construction contract documents or other documents that are part of ENGINEER's Scope of Services, ENGINEER will obtain from CLIENT any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and similar considerations, and comply with or account for such constraints in drafting said documents.
- f) Perform or furnish the following other Final Design Phase services:
 - i) Visit the site as needed to assist in preparing the final drawings and specifications.
 - ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by CLIENT for which contractor will be a co-permittee, together with associated requirements.
 - iii) Advise CLIENT of recommended adjustments to the opinion of probable construction cost.
 - iv) Assist CLIENT in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - v) Review the preliminary schedule for the construction phase and advise CLIENT when initial understanding of the construction contract times should be revised.
- g) Furnish for review by CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, the final opinion of probable construction cost, and any other Final Design Phase deliverables, and review the deliverables with CLIENT.
- h) Revise the Final Design Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables.
- i) ENGINEER's services under the Final Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, final opinion of probable construction cost, and any other Final Design Phase deliverables, as revised.

4. Permitting Phase

- a) Concurrent with and following ENGINEER's provision of the Final Design Phase deliverables, ENGINEER will prepare and submit on CLIENT's behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:
 - i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.
 - ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.
 - iii) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.

- (1) Confer with CLIENT regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.
- (2) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.
- iv) File on CLIENT's behalf revised applications and supporting documents required by authorities having jurisdiction.
- b) CLIENT acknowledges that:
 - i) ENGINEER does not guarantee issuance of any required permit or approval.
 - ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.
- c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of CLIENT and will be paid directly by CLIENT or, if paid by ENGINEER, will be reimbursed by CLIENT.

5. Bidding/Proposal Phase

- a) Performance by ENGINEER of all or a portion of the following tasks depends on CLIENT's role and involvement in the Bidding/Proposal Phase work. This project assumes ENGINEER will primarily lead and perform the work of the Bidding/Proposal Phase, with CLIENT acting in a secondary or supporting role.
- b) After acceptance by CLIENT of the Final Design Phase deliverables and after having received the necessary permits or assurances thereof, upon authorization by CLIENT to proceed, and to the extent required by ENGINEER's primary or secondary role in the Bidding/Proposal Phase of the work, ENGINEER will:
 - i) Assist CLIENT in advertising for and obtaining bids or proposals for the work, including the following:
 - (1) Assist CLIENT in issuing assembled bidding/proposal documents and proposed construction contract documents to prospective contractors.
 - (a) **The following method(s) will be used to distribute bidding documents:**
 - (i) **ENGINEER will host bidding documents on its online plan room.**
 - (2) If applicable, maintain a record of prospective contractors to which documents have been issued.
 - (3) Conduct pre-bid conferences, if any.
 - (4) Receive and process contractor deposits or charges, if any, for the issued documents.
 - ii) Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 - iii) Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding/proposal documents.
 - iv) Conduct the bid opening, prepare bid tabulation sheets, and assist CLIENT in evaluating bids or proposals, assembling final construction contracts for the work for execution by CLIENT and the contractor, and in preparing notices of award to be issued by CLIENT for such contracts.
 - (1) Provide information or assistance needed by CLIENT during any review of bids, proposals, or negotiations with prospective contractors.
 - (2) Consult with CLIENT as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.
 - (3) If CLIENT engages in negotiations with bidders or proposers, assist CLIENT with respect to technical and engineering issues that arise during the negotiations.
- c) The Bidding/Proposal Phase will be considered complete upon award of construction contracts for the work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

6. Construction Phase

- a) After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by CLIENT of any instructions for changes in the scope, extent, character, design, schedule, number of prime construction contracts, or other construction requirements of the project during the Construction Phase, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, or the time for completion resulting from such modifications or changes to the project.
- b) Performance by ENGINEER of all or a portion of the following Construction Phase services depends on CLIENT's role and involvement in the Construction Phase work and the degree to which CLIENT assigns services to be performed by ENGINEER.
 - i) **This Work Release assumes ENGINEER will perform Construction Phase services in a secondary or supporting role to CLIENT with CLIENT being primarily responsible for the performance of the Construction Phase services described below.**
 - ii) **When serving in a supporting role:**
 - (1) ENGINEER shall be responsible and liable only for those Construction Phase services actually performed by ENGINEER or professional opinions and interpretations actually rendered by ENGINEER.
 - (2) CLIENT waives all claims against ENGINEER and its officers, directors, members, partners, agents, employees, and subconsultants that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services actually performed or rendered by ENGINEER or its subconsultants.
- c) Upon successful completion of the Bidding/Proposal Phase, and upon authorization from CLIENT, ENGINEER will, if serving in a primary role, or may, if serving in a supporting role and as directed by CLIENT, provide the following services:
 - i) Designate a project engineer to serve as ENGINEER's primary representative to CLIENT and to lead ENGINEER's services as an experienced and qualified design professional.
 - ii) Consult with CLIENT and act as CLIENT's representative as provided in this Work Release and the construction contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER shall be as assigned in the construction general conditions. Except as otherwise provided in the construction contract, CLIENT's communications to the contractor will be issued through ENGINEER.
 - iii) Receive, review, and, subject to the criteria of the construction contract, determine the acceptability of schedules that contractor is required to submit to ENGINEER, and advise the contractor in writing of ENGINEER's comments or acceptance of schedules. Schedules will be acceptable to ENGINEER as to form and substance as follows:
 - (1) Progress Schedule: If it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the work, nor interfere with or relieve contractor from contractor's full responsibility therefore.
 - (2) Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required submittals.
 - (3) Schedule of Values: if it provides a reasonable allocation of the contract price to the component parts of the work.
 - iv) Assist CLIENT in the selection of independent testing laboratories, where required, to perform required testing services.
 - v) Provide CLIENT with copies of technical information and supporting data previously obtained or developed by ENGINEER for CLIENT's use, or for CLIENT to provide to contractor, in obtaining required permits and licenses delegated to the contractor by CLIENT.
 - vi) Participate in a pre-construction conference prior to commencement of work at the site; prepare and distribute an agenda for the conference and prepare and distribute minutes of such conference.
 - vii) Relative to observations of the contractor's work while it is in progress:

- (1) Make visits to the site at intervals appropriate to the various stages of the work, as ENGINEER deems necessary, to observe as an experienced and qualified design professional, the progress of the contractor's executed work. Such visits and observations by ENGINEER, including its construction observer, if any, are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release and the construction contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment, as assisted by its construction observer, if any. Based on information obtained during such visits and observations, ENGINEER will endeavor to ascertain in general if the work is proceeding in accordance with the construction contract documents.
- viii) If, based on ENGINEER's observations or as indicated in documentation available to ENGINEER, ENGINEER believes that any part of the work is defective under the terms and standards set forth in the construction contract documents, ENGINEER will issue written notice to contractor (with copy to CLIENT) of such defective work. Such notice will communicate the scope, extent (to ENGINEER's understanding) of defect, and associated provisions of the construction contract documents.
 - (1) Provide recommendations to CLIENT regarding whether the contractor should correct such work or remove and replace such work, or whether CLIENT should consider accepting the defective work in accordance with the provisions of the construction contract documents. ENGINEER will give notice to the contractor regarding whether the defective work should be repaired, replaced, or will be accepted by CLIENT.
 - (2) However, ENGINEER's authority to provide this information to CLIENT or ENGINEER's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of ENGINEER to contractors, subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the work, including but not limited to any duty or responsibility for the contractors' or subcontractors' safety precautions and programs incident to the work.
- ix) If ENGINEER has express knowledge that a specific part of the work that is not defective under the terms and standards set forth in the construction contract documents is nonetheless not compatible with the design concept of the completed project as a functioning whole, then inform CLIENT of such incompatibility and provide recommendations for addressing such work.
- x) Accept from the contractor and CLIENT submittal of matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, or RFIs), or relating to the acceptability of the work under the construction contract documents. Render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the construction contract documents.
 - (1) If a submitted matter in question concerns ENGINEER's performance of its duties and obligations, or terms and conditions of the construction contract documents that do not involve (a) the performance or acceptability of the work under the construction contract documents, (b) the design (as set forth in the drawings, specifications, or otherwise), or (c) other engineering or technical matters, then ENGINEER will promptly give written notice to CLIENT and the contractor that ENGINEER will not provide a decision or interpretation.
- xi) Subject to any limitations in the construction contract documents, ENGINEER may prepare and issue field orders requiring minor changes in the work.
- xii) Relative to change orders, work change directives, change proposals and claims:
 - (1) Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
 - (2) Review each duly submitted change proposal from the contractor and either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions will be in writing, with a copy provided to CLIENT and the contractor.
 - (3) Provide information or data to CLIENT regarding engineering or technical matters pertaining to claims.

- xiii) Respond to any notice from the contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews and prepare findings, conclusions, and recommendations for CLIENT's use subject to limitations of ENGINEER's obligations under this Work Release.
- xiv) Review and accept or take other appropriate action with respect to contractor submittals, but only to determine if the items covered by the submittals will, after installation or incorporation in the work, comply with the design concept as a functioning whole and requirements of the construction contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- xv) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.
- xvi) Relative to inspections and tests:
 - (1) Receive and review certificates of inspections, tests, and approvals required by laws and regulations, or the construction contract documents. ENGINEER's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such inspections and tests.
 - (2) Reply to contractor requests for written concurrence that specific portions of the work that are to be inspected, tested, or approved may be covered.
 - (3) Issue written requests to the contractor that specific portions of the work remain uncovered.
 - (4) As deemed reasonably necessary, request that the contractor uncover work that is to be inspected, tested, or approved.
 - (5) Pursuant to the terms of the construction contract, require additional inspections or testing of the work, whether the work is fabricated, installed, or completed.
- xvii) Based on ENGINEER's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
 - (1) Determine the amounts that ENGINEER recommends the contractor be paid, including reductions in payment based on the provisions for reductions stated in the construction contract.
 - (a) Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CLIENT, based on such observations and review, that, within the limits of ENGINEER's knowledge, information and belief, the contractor's work has progressed to the point indicated, the work is generally in accordance with the construction contract documents, and the conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work.
 - (b) In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the construction contract documents).
 - (2) By recommending payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of the contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release. Neither ENGINEER's review of the contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto,

or the contractor's compliance with laws and regulations applicable to the contractor furnishing and performing the work.

- (3) ENGINEER's recommendation for payment will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes the contractor has used the money paid to the contractor by CLIENT; to determine that title to any portion of the work, including materials or equipment, has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and the contractor that might affect the amount that should be paid.
- xviii) Receive from the contractor, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the construction contract documents, certificates of inspection, tests and approvals, and shop drawings, samples, etc.
- xix) Receive from the contractor, review, and transmit to CLIENT the annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment. The extent of ENGINEER's review of record documents will be to check that the contractor has submitted a complete set of those documents that the contractor is required to submit.
- xx) After notice from the contractor that the contractor considers the entire work ready for its intended use, visit the site in company with CLIENT and the contractor to review the work and determine the status of completion. Follow the procedures in the construction contract regarding the preliminary certificate of substantial completion, punch list of items to be completed, CLIENT's objections, notice to the contractor, and issuance of a final certificate of substantial completion. Assist CLIENT regarding any remaining engineering or technical matters affecting CLIENT's use or occupancy of the work following substantial completion.
- xxi) After notice from the contractor that the work is complete:
 - (1) Visit the Site with CLIENT and the contractor to determine if the work is in fact complete and acceptable.
 - (2) Notify the contractor of any part of the work that is found during the visit to be incomplete or defective, and subsequently confirm that the contractor has corrected any such deficiencies.
 - (3) Follow the procedures in the construction contract regarding review and response to the contractor's application for final payment and accompanying documentation.
 - (4) When ENGINEER is satisfied that the work is complete and acceptable, provide a notice to CLIENT and the contractor a notice of acceptability of work stating that the work is acceptable within the limits of ENGINEER's knowledge, information, and belief, and based on the extent of the services provided by ENGINEER under this Work Release.
- d) The Construction Phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to the contractor.
- e) If the duties, responsibilities, or authority of ENGINEER in the construction contract, or other terms of the construction contract having a direct bearing on ENGINEER are modified, or if CLIENT requires ENGINEER's services for construction that extends longer than the anticipated construction contract times, then CLIENT shall compensate ENGINEER for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
- f) ENGINEER shall not be required to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional.

7. Post-Construction Phase

- a) Upon written authorization from CLIENT during the Post-Construction Phase, ENGINEER will:
 - i) Together with CLIENT, visit the project to observe any apparent defects in the work, make recommendations as to replacement or correction of defective work, if any, or the need to repair of any damage to the site or adjacent areas, and assist CLIENT in consultations and discussions with the contractor concerning correction of any such defective work and any needed repairs.

- ii) Together with CLIENT, visit the project within one month before the end of the construction contract's correction period to ascertain whether any portion of the work or the repair of any damage to the site or adjacent areas is defective and therefore subject to correction by the contractor.
- b) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified by CLIENT and ENGINEER, will terminate 12 months after the commencement of the construction contract's correction period.

3. ADDITIONAL SERVICES

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

1. Additional Services Not Requiring CLIENT's Written Authorization

- a) ENGINEER will advise CLIENT that ENGINEER is commencing to perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Substantive design and other technical services in connection with work change directives, change proposals, and change orders to reflect changes requested by CLIENT.
 - ii) Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those phases or otherwise dependent on the actions of prospective individual bidders or contractors, including:
 - (1) Revising drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items.
 - (2) Services after award of the construction contract in evaluating the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project.
 - (3) Evaluation of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract.
 - (4) Providing to the contractor or CLIENT additional or new information not previously prepared or developed by ENGINEER for their use in applying for or obtaining permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 - iii) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - iv) Additional or extended services arising from (a) the presence at the site of any constituent of concern, hazardous materials, or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by the contractor.
 - v) Implementing coordination of ENGINEER's services with other parts of the project that are not planned or designed by ENGINEER, unless CLIENT furnished to ENGINEER substantive information about such other parts of the project prior to the parties' entry into this Work Release as identified in the Background Information.
 - vi) Services in connection with any partial utilization of the work by CLIENT prior to substantial completion.
 - vii) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), change proposals, or other demands from the contractor or others in connection with the work, or an excessive number of RFIs, change proposals, or demands.
 - viii) Reviewing a shop drawing or other contractor submittal more than three times, due to repeated inadequate submissions by the contractor.

- ix) While at the site, compliance by ENGINEER and its staff with those terms of CLIENT's or contractor's safety program provided to ENGINEER after the effective date of this Work Release that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
- x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

2. Additional Services Requiring CLIENT's Written Authorization

- a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - ii) Preparation of applications and supporting documents (in addition to those furnished under the Scope of Services) for private or governmental grants, loans, or advances in connection with the project.
 - iii) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
 - iv) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by ENGINEER, or the project's design requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
 - v) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
 - vi) Undertaking investigations and studies including, but not limited to:
 - (1) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design.
 - (2) Detailed quantity surveys of materials, equipment, and labor.
 - vii) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.
 - viii) Services attributable to more prime construction contracts than specified in the Background Information.
 - ix) Services to arrange for performance of construction services for CLIENT by contractors other than the principal prime contractor and administering CLIENT's contract for such services.
 - x) Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by CLIENT.
 - xi) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.
 - xii) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - xiii) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by CLIENT and the contractor.
 - xiv) Any services by ENGINEER in connection with CLIENT or ENGINEER providing a document to a requesting party not including CLIENT, ENGINEER, or the contractor.
 - xv) Providing Construction Phase services beyond the original date for completion and readiness for final payment of the contractor, but only if such services increase the total quantity of services to

be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

- xvi) Preparing contract record drawings and furnishing such contract record drawings to CLIENT.
- xvii) Supplementing contract record drawings with information regarding the completed project, site, and immediately adjacent areas obtained from field observations, CLIENT, utility companies, and other reliable sources.
- xviii) Conducting surveys, investigations, and field measurements to verify the accuracy of contract record drawing content obtained from the contractor, CLIENT, utility companies, and other sources.
- xix) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
- xx) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
- xxi) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
- xxii) Extensive services required during any correction period, or with respect to monitoring the contractor's compliance with warranties and guarantees called for in the construction contract, except as identified in the Scope of Services.
- xxiii) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

1. CLIENT's General Responsibilities

- a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of ENGINEER's services.
 - ii) The presence at the site of any constituent of concern or hazardous material.
- c) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- d) If CLIENT designates a construction manager, site representative, or any individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the site, CLIENT will define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- e) CLIENT will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.
- f) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
- g) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. Project Information

- a) CLIENT will provide ENGINEER with CLIENT's budget for the project, including type and source of funding to be used, and will inform ENGINEER if the budget or funding sources change.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.
- c) CLIENT will give instructions to ENGINEER regarding CLIENT's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and CLIENT's construction contract practices and requirements.
- d) CLIENT will furnish to ENGINEER CLIENT's standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, CLIENT's safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for ENGINEER to assist CLIENT in preparing the bidding/proposal documents and front-end construction contract documents.

3. CLIENT-Furnished Services

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.
- c) If there will be an advertisement soliciting bids for construction, CLIENT will place and pay for such advertisement.
- d) Where required, CLIENT will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
- e) CLIENT will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the work with appropriate professional interpretation thereof.
- f) CLIENT will perform or provide the following supplemental CLIENT-Furnished services tasks or deliverables:
 - i) **Uncover and identify/mark storm drain, irrigation, and wastewater manholes, inlets, or other surface features for survey by ENGINEER.**
 - ii) **Construction observation**
 - (1) **Provide an on-site resident project representative or construction observer during the Construction Phase of the project. The role and duties of the CLIENT's resident project representative shall be set forth in the construction contract documents.**

5. COMPENSATION

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

1. Table of Compensation

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Project Administration	2.1	\$12,700	Lump Sum	
Preliminary Design Phase	2.2	\$14,300	Lump Sum	
Design Survey and Mapping	2.2.a.ix.1	\$10,300	Lump Sum	
Final Design Phase	2.3	\$23,400	Lump Sum	
Permitting Phase	2.4	\$2,000	Hourly Rates	
Bidding/Proposal Phase	2.5	\$8,500	Hourly Rates	
Construction Phase	2.6	\$35,700	Hourly Rates	
Additional Services	3.1, 3.2	\$0	Hourly Rates	
Total	-	\$106,900	-	-

2. Lump Sum Basis of Compensation

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
- b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
- c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. Hourly Rates Basis of Compensation

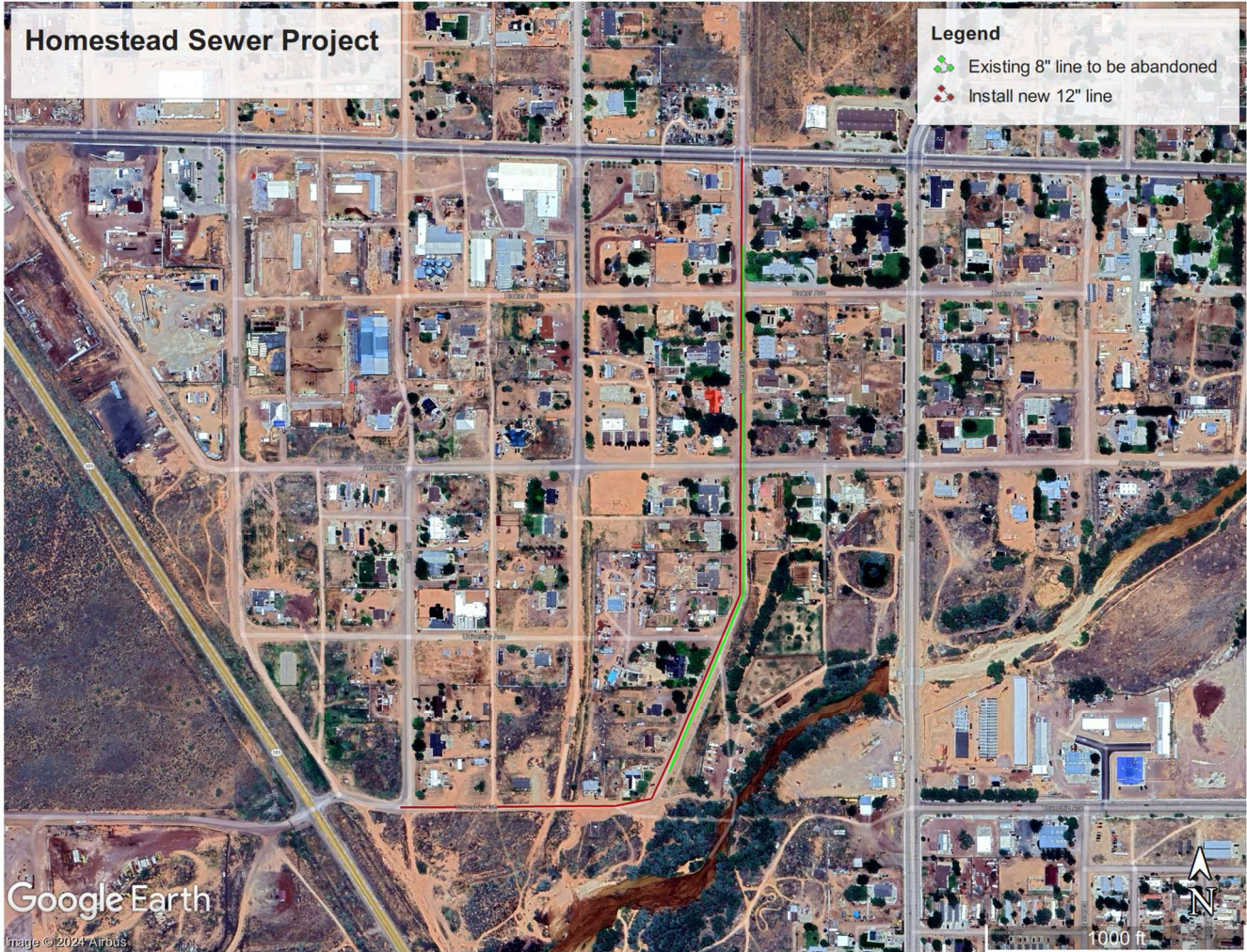
- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
- b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.
- c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's services, including labor costs, material expenses, overhead, and profit.
- d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.

4. Billing Schedule

- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

6. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Preliminary Project Exhibit, Fee Schedule, Reimbursable Expense Schedule.



SUNRISE ENGINEERING

FEE SCHEDULE*

Labor Code	Work Classification	Hourly Rate	Labor Code	Work Classification	Hourly Rate
53	Administrative III	\$104	601	GIS Tech	\$90
101	Engineer Intern (EIT) I	\$123	602	GIS Tech II	\$110
102	Engineer Intern (EIT) II	\$137	611	GIS Specialist I	\$135
103	Engineer Intern (EIT) III	\$151	613	GIS Analyst	\$165
104	Engineer III	\$165	614	GIS Programmer	\$175
105	Engineer IV	\$179	615	GIS Team Leader	\$180
106	Engineer V	\$193	921	Survey Tech	\$99
107	Senior Engineer	\$235	930	Survey CAD Tech	\$139
108	Engineer VI	\$207	940	Survey Manager	\$188
109	Engineer VII	\$221	945	Registered Surveyor	\$203
110	Principal Engineer	\$249	950	Principal Surveyor	\$225
354	Construction Observer IV	\$159	955	One Man Survey Crew	\$165

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

*A convenience fee of 4% will be applied to all payments made with a credit card.

STG 01-2025



11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | Fax: 435.652.8416

Item 12.

WORK RELEASE NO. 2025-2

A-LINE MANHOLE REPAIR

HILDALE CITY
320 E. NEWELL AVENUE
HILDALE, UT 84784

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2025-2 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT: HILDALE CITY

ENGINEER: Sunrise Engineering LLC

By: _____

By: _____

Date: _____

Date: _____

Name: Jerry Postema

Name: Vernal Maloy, P.E.

Title: Utility Director

Title: Service Center Manager

WORK RELEASE NO. 2025-2

This Work Release is entered into by and between HILDALE CITY (CLIENT) and Sunrise Engineering LLC. (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated November 12, 2013, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

CLIENT has furnished the following project information to ENGINEER and ENGINEER's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CLIENT's project include the following:

1. Relevant Project Name: **A-Line Manhole Repair**
2. Type of Facility: **Thirty-four 48" diameter manholes and two 60" diameter manholes.**
3. Size of Facility: **Thirty-six manholes along an approximately 18,000 lineal foot gravity sewer line.**
4. Facility Location: **Hildale City, Washington County, Utah**
5. Summary of Improvements: **CLIENT has 36 concrete sewer manholes that have deteriorated and are in need of repair. The repair is expected to include excavating the manholes approximately 6 feet deep and removing the upper cone section. The lids and steel rings will be reused if feasible. The interior of the manholes will be cleaned of loose debris. PVC pipe (C900 42" or 54" diameter) will be cut to length and the bottom scribed to fit the shape of the manhole. Any gap between the pipe and the manhole base will be filled with non-shrink grout. The cone will be replaced with a new precast top section. The annular space between existing manhole and new C900 pipe will be filled with concrete and then backfilled with native material. (see attached Preliminary Project Exhibit)**
6. Funding Sources: **CLIENT self-funded**
7. Design Code Standards: **CLIENT's Construction Design Standards**
8. Bidding & Contract Documents: **EJCDC C-Series**
9. Construction General Conditions: **EJCDC C-Series**
10. Project Specifications: **CLIENT's Construction Design Standards**
11. Anticipated Drawing Contents: **Exhibits showing manhole detail and manhole locations.**
12. Number of Prime Construction Contracts: **One**

13. Expected Construction Duration: 60 Calendar Days
14. Project Assumptions: The scope of this work release assumes that ENGINEER will not be providing detailed designs or construction drawings. It is assumed that ENGINEER will provide specifications, bidding documents, and contract documents to be used during bidding & construction. Bidding documents are assumed to contain exhibits showing the intent of the repairs and location of manholes. Information and data for bid packet exhibits will be provided by CLIENT. The project assumes that ENGINEER will perform the bidding phase and construction phase services in a lead role. It is assumed that ENGINEER will be providing part time observation during construction. Fee for construction phase was calculated assuming observer will perform 2 observations per manhole and make 1 trip to construction site per observation. It is assumed that no site visits or progress meeting will be required during the design phase of the project.

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, ENGINEER proposes to perform the following engineering Scope of Services:

1. Management of Engineering Services

- a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Develop and submit an engineering services schedule.
 - ii) Coordinate services within ENGINEER's internal team, including subconsultants.
 - iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by ENGINEER's services or resulting construction.
 - iv) Prepare and submit regular engineering services progress reports to CLIENT.
 - v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
 - vi) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
 - vii) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.

2. Design Phase

- a) Upon authorization from CLIENT, ENGINEER will prepare bidding exhibits and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor.
 - i) ENGINEER will furnish to CLIENT draft exhibits and specifications. Following its review, CLIENT will transmit to ENGINEER one coordinated set of comments and revisions to the draft documents.
 - ii) Following receipt of CLIENT's comments and revisions, ENGINEER will prepare final exhibits and specifications for CLIENT's use in issuing the project for public bid.
- b) Prepare bidding/proposal documents, draft front-end construction contract documents, and other related documents or content.
 - i) ENGINEER will furnish to CLIENT draft bidding/proposal documents and front-end construction contract documents. Following its review, CLIENT will transmit to ENGINEER one coordinated set of comments and revisions to the draft documents.
 - ii) Following receipt of CLIENT's comments and revisions, ENGINEER will prepare final bidding/proposal and front-end construction contract documents for CLIENT's use in issuing the project for public bid.
- c) In preparing the specifications and bidding/proposal and front-end construction contract documents or other documents that are part of ENGINEER's Scope of Services, ENGINEER will obtain from CLIENT any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and similar considerations, and comply with or account for such constraints in drafting said documents.
- d) Perform or furnish the following other Final Design Phase services:

- i) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by CLIENT for which contractor will be a co-permittee, together with associated requirements.
- ii) Review the preliminary schedule for the construction phase and advise CLIENT when initial understanding of the construction contract times should be revised.
- e) Furnish for review by CLIENT the final exhibits, specifications, final bidding/proposal documents, final front-end construction contract documents, the final opinion of probable construction cost, and any other Final Design Phase deliverables, and review the deliverables with CLIENT.
- f) Revise the Final Design Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables.
- g) ENGINEER's services under the Final Design Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, final opinion of probable construction cost, and any other Final Design Phase deliverables, as revised.

3. Permitting Phase

- a) No permits are anticipated for this project and therefore no permitting items are included in this scope of services .
- b) CLIENT acknowledges that:
 - i) ENGINEER does not guarantee issuance of any required permit or approval.
 - ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.
- c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of CLIENT and will be paid directly by CLIENT or, if paid by ENGINEER, will be reimbursed by CLIENT.

4. Bidding/Proposal Phase

- a) Performance by ENGINEER of all or a portion of the following tasks depends on CLIENT's role and involvement in the Bidding/Proposal Phase work. This project assumes ENGINEER will primarily lead and perform the work of the Bidding/Proposal Phase, with CLIENT acting in a secondary or supporting role.
- b) After acceptance by CLIENT of the Final Design Phase deliverables and after having received the necessary permits or assurances thereof, upon authorization by CLIENT to proceed, and to the extent required by ENGINEER's primary or secondary role in the Bidding/Proposal Phase of the work, ENGINEER will:
 - i) Assist CLIENT in advertising for and obtaining bids or proposals for the work, including the following:
 - (1) Assist CLIENT in issuing assembled bidding/proposal documents and proposed construction contract documents to prospective contractors.
 - (a) **The following method(s) will be used to distribute bidding documents:**
 - (i) **ENGINEER will host bidding documents on its online plan room.**
 - (2) If applicable, maintain a record of prospective contractors to which documents have been issued.
 - (3) Conduct pre-bid conferences, if any.
 - (4) Receive and process contractor deposits or charges, if any, for the issued documents.
 - ii) Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 - iii) Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding/proposal documents.
 - iv) Attend the bid opening, prepare bid tabulation sheets, and assist CLIENT in evaluating bids or proposals, assembling final construction contracts for the work for execution by CLIENT and the contractor, and in preparing notices of award to be issued by CLIENT for such contracts.
 - (1) Provide information or assistance needed by CLIENT during any review of bids, proposals, or negotiations with prospective contractors.
 - (2) Consult with CLIENT as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.

- (3) If CLIENT engages in negotiations with bidders or proposers, assist CLIENT with respect to technical and engineering issues that arise during the negotiations.
- c) The Bidding/Proposal Phase will be considered complete upon award of construction contracts for the work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

5. Construction Phase

- a) After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by CLIENT of any instructions for changes in the scope, extent, character, design, schedule, number of prime construction contracts, or other construction requirements of the project during the Construction Phase, ENGINEER and CLIENT will discuss, resolve, and document any necessary revisions to ENGINEER's Scope of Services, compensation, or the time for completion resulting from such modifications or changes to the project.
- b) Performance by ENGINEER of all or a portion of the following Construction Phase services depends on CLIENT's role and involvement in the Construction Phase work and the degree to which CLIENT assigns services to be performed by ENGINEER.
- i) **This Work Release assumes ENGINEER will perform Construction Phase services in a primary role as described hereafter.**
- c) Upon successful completion of the Bidding/Proposal Phase, and upon authorization from CLIENT, ENGINEER will, if serving in a primary role, or may, if serving in a supporting role and as directed by CLIENT, provide the following services:
- i) Designate a project engineer to serve as ENGINEER's primary representative to CLIENT and to lead ENGINEER's services as an experienced and qualified design professional.
- ii) Consult with CLIENT and act as CLIENT's representative as provided in this Work Release and the construction contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER shall be as assigned in the construction general conditions. Except as otherwise provided in the construction contract, CLIENT's communications to the contractor will be issued through ENGINEER.
- iii) Receive, review, and, subject to the criteria of the construction contract, determine the acceptability of schedules that contractor is required to submit to ENGINEER, and advise the contractor in writing of ENGINEER's comments or acceptance of schedules. Schedules will be acceptable to ENGINEER as to form and substance as follows:
- (1) Progress Schedule: If it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the work, nor interfere with or relieve contractor from contractor's full responsibility therefore.
- (2) Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required submittals.
- (3) Schedule of Values: if it provides a reasonable allocation of the contract price to the component parts of the work.
- iv) Assist CLIENT in the selection of independent testing laboratories, where required, to perform required testing services.
- v) Provide CLIENT with copies of technical information and supporting data previously obtained or developed by ENGINEER for CLIENT's use, or for CLIENT to provide to contractor, in obtaining required permits and licenses delegated to the contractor by CLIENT.
- vi) Participate in a pre-construction conference prior to commencement of work at the site; prepare and distribute an agenda for the conference and prepare and distribute minutes of such conference.
- vii) Relative to observations of the contractor's work while it is in progress:
- (1) Make visits to the site at intervals appropriate to the various stages of the work, as ENGINEER deems necessary, to observe as an experienced and qualified design professional, the progress of the contractor's executed work. Such visits and observations by ENGINEER, including its construction observer, if any, are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work beyond the responsibilities

specifically assigned to ENGINEER in this Work Release and the construction contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment, as assisted by its construction observer, if any. Based on information obtained during such visits and observations, ENGINEER will endeavor to ascertain in general if the work is proceeding in accordance with the construction contract documents.

- viii) Provide the services of a construction observer at the site to provide more extensive observation of the contractor's work. The duties, responsibilities, and authority of the construction observer are as set forth below:
- (1) General duties and limitations are as follows:
 - (a) The construction observer's primary role is to observe the progress and quality of the work, act as ENGINEER's representative at the site, and act as directed by and under the supervision of the project engineer.
 - (b) The construction observer will provide part-time representation at the site, unless otherwise directed by the project engineer in coordination with CLIENT.
 - (c) The construction observer's dealings in matters pertaining to the work in general will be with the contractor. The construction observer's dealings with subcontractors will only be through or with the knowledge and approval of the contractor. The construction observer will generally communicate with CLIENT only with the knowledge of and under the direction of the project engineer.
 - (d) Subject to the scope of the construction observer's observations of the work, ENGINEER will endeavor to identify defects and deficiencies in the work. However, ENGINEER shall not, as a result of the construction observer's observations of the work, supervise, direct, inspect, or have control over the work, nor shall ENGINEER (including the construction observer) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any constructor, for security or safety at the site, for safety precautions and programs incident to the work or any constructor's work in progress, for the coordination of the constructors' work or schedules, or for any failure of any constructor to comply with laws and regulations applicable to the performing and furnishing of its work. ENGINEER (including the construction observer) neither guarantees the performance of any constructor nor assumes responsibility for any constructor's failure to furnish and perform the work, or any portion of the work, in accordance with the construction contract documents.
 - (2) Duties and responsibilities of the construction observer include:
 - (a) Review the progress schedule, schedule of shop drawing and sample submittals, schedule of values, and other schedules prepared by the contractor and consult with the project engineer concerning acceptability of such schedules.
 - (b) Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (not including the contractor's safety meetings).
 - (c) Comply with site safety programs, as they apply to the construction observer, and if required to do so by such safety programs, receive safety training specifically related to construction observer's own personal safety while at the site.
 - (d) Relative to providing liaison services:
 - (i) Assisting the project engineer, serve as ENGINEER's liaison with the contractor.
 - (ii) Working principally through the contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the construction contract documents.
 - (iii) Assist the project engineer in serving as CLIENT 's liaison with the contractor when the contractor's operations affect CLIENT's on-site operations.
 - (iv) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the work.

- (e) Receive from the contractor submittal of any matters in question concerning requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, RFIs), or relating to the acceptability of the work under the construction contract documents. Report to the project engineer regarding such RFIs. Report to the project engineer when clarifications and interpretations of the construction contract documents are needed, whether as the result of a contractor RFI or otherwise. Transmit the project engineer's clarifications, interpretations, and decisions to the contractor.
- (f) Relative to shop drawings, samples, and other submittals:
 - (i) Receive samples that are furnished at the site by the contractor.
 - (ii) Receive contractor-approved shop drawings.
 - (iii) Receive other submittals from the contractor.
 - (iv) Record date of receipt of samples, contractor-approved shop drawings, and other submittals.
 - (v) Notify the project engineer of availability of samples for examination, and forward contractor-approved shop drawings and other submittals to the project engineer. When appropriate recommend distribution of submittal to specified subconsultants.
 - (vi) Advise the project engineer and the contractor of the commencement of any portion of the work requiring a shop drawing or sample submittal, if the construction observer believes that the submittal has not been received from the contractor or has not been approved by the contractor or the project engineer.
- (g) Consider and evaluate the contractor's suggestions for modifications to the drawings or specifications, and report such suggestions, together with construction observer's recommendations, if any, to the project engineer. Transmit the project engineer's response (if any) to such suggestions to the contractor.
- (h) Relative to review of work:
 - (i) Report to the project engineer whenever the construction observer believes that any part of the work is defective under the terms and standards set forth in the construction contract documents and provide recommendations as to whether such work should be corrected, removed, and replaced, or accepted as provided in the construction contract documents.
 - (ii) Inform the project engineer of any work that construction observer believes is not defective under the terms and standards set forth in the construction contract documents but is nonetheless not compatible with the design concept of the completed project as a functioning whole and provide recommendations to the project engineer for addressing such work.
 - (iii) Advise the project engineer of that part of the work that the construction observer believes should be uncovered for observation, or requires special testing, inspection, or approval.
- (i) Relative to inspections, tests, and system start-ups:
 - (i) Consult with the project engineer in advance of scheduled inspections, tests, and systems start-ups.
 - (ii) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CLIENT's personnel, and that the contractor maintains adequate records thereof.
 - (iii) Observe, record, and report to the project engineer appropriate details relative to the test procedures and systems start-ups.
 - (iv) Observe whether the contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the work.

- (v) Accompany visiting inspectors representing public or other agencies having jurisdiction over the work, record the results of these inspections, and report to the project engineer.
- (vi) Nothing in this Work Release will be construed to require construction observer to conduct inspections.
- (j) Relative to records:
 - (i) Maintain at the site orderly files for correspondence, reports of job conferences, copies of construction contract documents including change proposals, change orders, field orders, work change directives, addenda, additional drawings issued subsequent to the execution of the construction contract, RFIs, the project engineer's clarifications and interpretations of the construction contract documents, progress reports, approved shop drawing and sample submittals, and other project-related documents.
 - (ii) Prepare regular reports or keep a diary or log book recording the contractor's hours on the site, subcontractors present at the site, weather conditions, data relative to questions of change proposals, change orders, field orders, work change directives, changed conditions, site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to the project engineer.
 - (iii) Maintain records for use in preparing project documentation.
 - (iv) Upon completion of the work, furnish an original set of construction observer project documentation to the project engineer.
- (k) Relative to Reports:
 - (i) Furnish periodic reports of progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (ii) Draft responses to or make recommendations on change proposals, change orders, work change directives, and field orders. Obtain backup material from the contractor.
 - (iii) Furnish to the project engineer and CLIENT copies of inspection, test, and system start-up reports.
 - (iv) Inform appropriate parties of the occurrence of any site accidents, emergencies, natural catastrophes endangering the work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition, constituent of concern, or hazardous material.
- (l) Review applications for payment with the contractor for compliance with the established procedure for their submission and forward with recommendations to the project engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- (m) During the work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the contract documents to be assembled and furnished by the contractor are applicable to the items installed and in accordance with the contract documents, and have these documents delivered to the project engineer for review and forwarding to CLIENT prior to payment for that part of the work.
- (n) Participate in ENGINEER's visits to the site regarding substantial completion, assist in the determination of substantial completion, and prior to the issuance of a certificate of substantial completion submit a punch list of observed items requiring completion or correction.
- (o) Participate in ENGINEER's visit to the site in the company of CLIENT and the contractor, to determine completion of the work, and prepare a final punch list of items to be completed or corrected by the contractor.

- (p) Observe whether items on the final punch list have been completed or corrected and make recommendations to the project engineer concerning acceptance and issuance of the notice of acceptability of the work.
- (q) ENGINEER's construction observer will not:
 - (i) Authorize any deviation from the construction contract documents or substitution of materials or equipment (including "or-equal" items).
 - (ii) Exceed limitations of ENGINEER's authority as set forth in this Work Release.
 - (iii) Undertake any of the responsibilities of the contractor, subcontractors, or suppliers, or any constructor.
 - (iv) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the work, by the contractor or any other constructor.
 - (v) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of CLIENT or the contractor.
 - (vi) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by the project engineer.
 - (vii) Accept shop drawing or sample submittals from anyone other than the contractor.
 - (viii) Authorize CLIENT to occupy the project in whole or in part.
- ix) If, based on ENGINEER's observations or as indicated in documentation available to ENGINEER, ENGINEER believes that any part of the work is defective under the terms and standards set forth in the construction contract documents, ENGINEER will issue written notice to contractor (with copy to CLIENT) of such defective work. Such notice will communicate the scope, extent (to ENGINEER's understanding) of defect, and associated provisions of the construction contract documents.
 - (1) Provide recommendations to CLIENT regarding whether the contractor should correct such work or remove and replace such work, or whether CLIENT should consider accepting the defective work in accordance with the provisions of the construction contract documents. ENGINEER will give notice to the contractor regarding whether the defective work should be repaired, replaced, or will be accepted by CLIENT.
 - (2) However, ENGINEER's authority to provide this information to CLIENT or ENGINEER's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of ENGINEER to contractors, subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the work, including but not limited to any duty or responsibility for the contractors' or subcontractors' safety precautions and programs incident to the work.
- x) If ENGINEER has express knowledge that a specific part of the work that is not defective under the terms and standards set forth in the construction contract documents is nonetheless not compatible with the design concept of the completed project as a functioning whole, then inform CLIENT of such incompatibility and provide recommendations for addressing such work.
- xi) Accept from the contractor and CLIENT submittal of matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, or RFIs), or relating to the acceptability of the work under the construction contract documents. Render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the construction contract documents.
 - (1) If a submitted matter in question concerns ENGINEER's performance of its duties and obligations, or terms and conditions of the construction contract documents that do not involve (a) the performance or acceptability of the work under the construction contract documents, (b) the design (as set forth in the drawings, specifications, or otherwise), or (c) other engineering or technical matters, then ENGINEER will promptly give written notice to CLIENT and the contractor that ENGINEER will not provide a decision or interpretation.
- xii) Subject to any limitations in the construction contract documents, ENGINEER may prepare and issue field orders requiring minor changes in the work.

- xiii) Relative to change orders, work change directives, change proposals and claims:
 - (1) Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
 - (2) Review each duly submitted change proposal from the contractor and either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions will be in writing, with a copy provided to CLIENT and the contractor.
 - (3) Provide information or data to CLIENT regarding engineering or technical matters pertaining to claims.
- xiv) Respond to any notice from the contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews and prepare findings, conclusions, and recommendations for CLIENT's use subject to limitations of ENGINEER's obligations under this Work Release.
- xv) Review and accept or take other appropriate action with respect to contractor submittals, but only to determine if the items covered by the submittals will, after installation or incorporation in the work, comply with the design concept as a functioning whole and requirements of the construction contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- xvi) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.
- xvii) Relative to inspections and tests:
 - (1) Receive and review certificates of inspections, tests, and approvals required by laws and regulations, or the construction contract documents. ENGINEER's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such inspections and tests.
 - (2) Reply to contractor requests for written concurrence that specific portions of the work that are to be inspected, tested, or approved may be covered.
 - (3) Issue written requests to the contractor that specific portions of the work remain uncovered.
 - (4) As deemed reasonably necessary, request that the contractor uncover work that is to be inspected, tested, or approved.
 - (5) Pursuant to the terms of the construction contract, require additional inspections or testing of the work, whether the work is fabricated, installed, or completed.
- xviii) Based on ENGINEER's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
 - (1) Determine the amounts that ENGINEER recommends the contractor be paid, including reductions in payment based on the provisions for reductions stated in the construction contract.
 - (a) Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CLIENT, based on such observations and review, that, within the limits of ENGINEER's knowledge, information and belief, the contractor's work has progressed to the point indicated, the work is generally in accordance with the construction contract documents, and the conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work.
 - (b) In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the construction contract documents).
 - (2) By recommending payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of the contractor's work as

it is performed and furnished have been exhaustive, extended to every aspect of contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Work Release. Neither ENGINEER's review of the contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the contractor's compliance with laws and regulations applicable to the contractor's furnishing and performing the work.

- (3) ENGINEER's recommendation for payment will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes the contractor has used the money paid to the contractor by CLIENT; to determine that title to any portion of the work, including materials or equipment, has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and the contractor that might affect the amount that should be paid.
- xix) Receive from the contractor, review, and transmit to CLIENT maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the construction contract documents, certificates of inspection, tests and approvals, and shop drawings, samples, etc.
- xx) Receive from the contractor, review, and transmit to CLIENT the annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment. The extent of ENGINEER's review of record documents will be to check that the contractor has submitted a complete set of those documents that the contractor is required to submit.
- xxi) After notice from the contractor that the contractor considers the entire work ready for its intended use, visit the site in company with CLIENT and the contractor to review the work and determine the status of completion. Follow the procedures in the construction contract regarding the preliminary certificate of substantial completion, punch list of items to be completed, CLIENT's objections, notice to the contractor, and issuance of a final certificate of substantial completion. Assist CLIENT regarding any remaining engineering or technical matters affecting CLIENT's use or occupancy of the work following substantial completion.
- xxii) After notice from the contractor that the work is complete:
- (1) Visit the Site with CLIENT and the contractor to determine if the work is in fact complete and acceptable.
 - (2) Notify the contractor of any part of the work that is found during the visit to be incomplete or defective, and subsequently confirm that the contractor has corrected any such deficiencies.
 - (3) Follow the procedures in the construction contract regarding review and response to the contractor's application for final payment and accompanying documentation.
 - (4) When ENGINEER is satisfied that the work is complete and acceptable, provide a notice to CLIENT and the contractor a notice of acceptability of work stating that the work is acceptable within the limits of ENGINEER's knowledge, information, and belief, and based on the extent of the services provided by ENGINEER under this Work Release.
- d) The Construction Phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to the contractor.
- e) If the duties, responsibilities, or authority of ENGINEER in the construction contract, or other terms of the construction contract having a direct bearing on ENGINEER are modified, or if CLIENT requires ENGINEER's services for construction that extends longer than the anticipated construction contract times, then CLIENT shall compensate ENGINEER for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
- f) ENGINEER shall not be required to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional.

6. Post-Construction Phase

- a) Upon written authorization from CLIENT during the Post-Construction Phase, ENGINEER will:
 - i) Together with CLIENT, visit the project to observe any apparent defects in the work, make recommendations as to replacement or correction of defective work, if any, or the need to repair of any damage to the site or adjacent areas, and assist CLIENT in consultations and discussions with the contractor concerning correction of any such defective work and any needed repairs.
 - ii) Together with CLIENT, visit the project within one month before the end of the construction contract's correction period to ascertain whether any portion of the work or the repair of any damage to the site or adjacent areas is defective and therefore subject to correction by the contractor.
- b) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified by CLIENT and ENGINEER, will terminate 12 months after the commencement of the construction contract's correction period.

3. **ADDITIONAL SERVICES**

CLIENT may authorize ENGINEER to furnish or obtain from others Additional Services of the types listed below, which, unless expressly stated, are not included in the Scope of Services detailed above. If such Additional Services are performed by ENGINEER, CLIENT shall compensate ENGINEER under the hourly rate basis of compensation according to the attached fee schedule unless agreed to by CLIENT and ENGINEER, as follows:

1. Additional Services Not Requiring CLIENT's Written Authorization

- a) ENGINEER will advise CLIENT that ENGINEER is commencing to perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Substantive design and other technical services in connection with work change directives, change proposals, and change orders to reflect changes requested by CLIENT.
 - ii) Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those phases or otherwise dependent on the actions of prospective individual bidders or contractors, including:
 - (1) Revising drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items.
 - (2) Services after award of the construction contract in evaluating the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project.
 - (3) Evaluation of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract.
 - (4) Providing to the contractor or CLIENT additional or new information not previously prepared or developed by ENGINEER for their use in applying for or obtaining permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 - iii) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - iv) Additional or extended services arising from (a) the presence at the site of any constituent of concern, hazardous materials, or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by the contractor.
 - v) Implementing coordination of ENGINEER's services with other parts of the project that are not planned or designed by ENGINEER, unless CLIENT furnished to ENGINEER substantive information about such other parts of the project prior to the parties' entry into this Work Release as identified in the Background Information.

- vi) Services in connection with any partial utilization of the work by CLIENT prior to substantial completion.
- vii) Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), change proposals, or other demands from the contractor or others in connection with the work, or an excessive number of RFIs, change proposals, or demands.
- viii) Reviewing a shop drawing or other contractor submittal more than three times, due to repeated inadequate submissions by the contractor.
- ix) While at the site, compliance by ENGINEER and its staff with those terms of CLIENT's or the contractor's safety program provided to ENGINEER after the effective date of this Work Release that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
- x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

2. **Additional Services Requiring CLIENT's Written Authorization**

- a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Design and preparation of construction drawings.
 - ii) Services related to preparing and submitting permit applications.
 - iii) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - iv) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of CLIENT in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
 - v) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
 - vi) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by ENGINEER, or the project's design requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
 - vii) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
 - viii) Services attributable to more prime construction contracts than specified in the Background Information.
 - ix) Services to arrange for performance of construction services for CLIENT by contractors other than the principal prime contractor and administering CLIENT's contract for such services.
 - x) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.
 - xi) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - xii) Preparing conformed construction contract documents that incorporate and integrate the content of addenda and any amendments negotiated by CLIENT and the contractor.
 - xiii) Any services by ENGINEER in connection with CLIENT or ENGINEER providing a document to a requesting party not including CLIENT, ENGINEER, or the contractor.
 - xiv) Providing Construction Phase services beyond the original date for completion and readiness for final payment of the contractor, but only if such services increase the total quantity of services to

be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

- xv) Overtime work requiring higher than regular rates.
- xvi) Providing construction surveys and staking to enable the contractor to perform its work, unless otherwise identified in the Scope of Services.
- xvii) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

CLIENT agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the project and not expressly included in the Scope of Services to be performed by ENGINEER.

1. CLIENT's General Responsibilities

- a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of ENGINEER's services.
 - ii) The presence at the site of any constituent of concern or hazardous material.
- c) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- d) If CLIENT designates a construction manager, site representative, or any individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the site, CLIENT will define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- e) CLIENT will attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and site visits to determine substantial completion and readiness of the completed work for final payment.
- f) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
- g) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. Project Information

- a) CLIENT will provide ENGINEER with CLIENT's budget for the project, including type and source of funding to be used, and will inform ENGINEER if the budget or funding sources change.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability needs, design and construction standards, budgetary limitations, property descriptions, zoning, deed and other land use restrictions, surveys, topographic mapping and utility documentation, property, boundary, easement, right-of-way and other special surveys or data, including establishing relevant reference points, studies, investigations, tests and reports related to the site, environmental, historical or cultural information relevant to the site or project, and any other information and data required for the project.
- c) CLIENT will give instructions to ENGINEER regarding CLIENT's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and CLIENT's construction contract practices and requirements.
- d) CLIENT will furnish to ENGINEER CLIENT's standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, CLIENT's safety and

security programs applicable to the contractor, diversity and other social responsibility requirements, and contract requirements of funding, financing or regulatory agencies, and any other information necessary for ENGINEER to assist CLIENT in preparing the bidding/proposal documents and front-end construction contract documents.

3. **CLIENT-Furnished Services**

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.
- c) If there will be an advertisement soliciting bids for construction, CLIENT will place and pay for such advertisement.
- d) Where required, CLIENT will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
- e) CLIENT will provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the construction contract documents (other than those required to be furnished or arranged by the contractor), or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the work with appropriate professional interpretation thereof.

5. **COMPENSATION**

CLIENT shall compensate ENGINEER for ENGINEER’s performance of the Scope of Services as hereunder described:

1. **Table of Compensation**

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Design Phase	2.2	\$8,500	Lump Sum	
Bidding/Proposal Phase	2.4	\$10,000	Hourly Rates	
Construction Phase	2.5	\$40,900	Hourly Rates	
Post Construction Phase	2.6	\$2,500	Hourly Rates	
Total	-	\$61,900	-	-

2. **Lump Sum Basis of Compensation**

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
- b) Lump sum fees include compensation for ENGINEER’s services and services of ENGINEER’s subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
- c) The portion of the lump sum amount billed for ENGINEER’s services will be based upon ENGINEER’s estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. **Hourly Rates Basis of Compensation**

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER’s personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
- b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.

- c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER services, including labor costs, material expenses, overhead, and profit.
- d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.

4. Estimated Compensation Amounts

- a) ENGINEER's estimate of the amounts that will become payable for hourly rate Phase/Task/Deliverable items specified in the Table of Compensation are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under this Work Release.
- b) When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that the total compensation amount thus estimated will be exceeded, ENGINEER will give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of ENGINEER's services for CLIENT's convenience. Upon notice, CLIENT and ENGINEER will promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate ENGINEER's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the ENGINEER's services during the negotiations and ENGINEER exceeds the estimated amount before CLIENT and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, then ENGINEER will be paid for all services rendered hereunder.

5. Billing Schedule

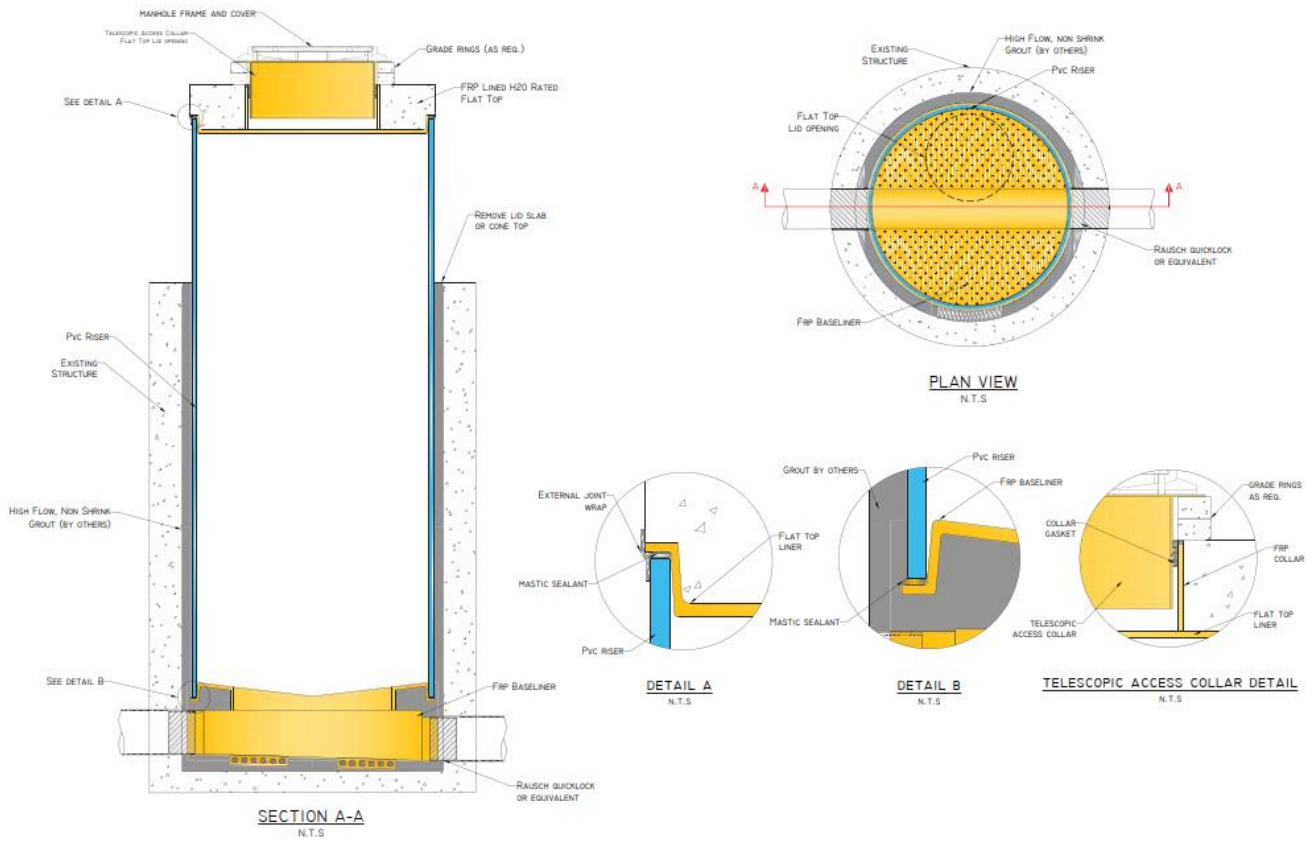
- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

6. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Preliminary Project Exhibit, Fee Schedule Reimbursable Expense Schedule.

PRELIMINARY PROJECT EXHIBIT

Item 12.



SUNRISE ENGINEERING

FEE SCHEDULE*

Labor Code	Work Classification	Hourly Rate	Labor Code	Work Classification	Hourly Rate
53	Administrative III	\$105	106	Engineer V	\$196
101	Engineer Intern (EIT) I	\$125	107	Senior Engineer	\$239
102	Engineer Intern (EIT) II	\$139	108	Engineer VI	\$210
103	Engineer Intern (EIT) III	\$154	110	Principal Engineer	\$249
104	Engineer III	\$168	350	Construction Observer V	\$182
105	Engineer IV	\$182	354	Construction Observer IV	\$161

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

*A convenience fee of 4% will be applied to all payments made with a credit card.

Sunrise Base 02-2025

March

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 HC Council Meeting	5	6	7	8
9	10	11 Planning & Zoning	12	13 Utility Work Session	14	15
16	17	18	19	20 Planning & Zoning	21 WA County Day with Gov Snow	22
23	24	25	26	27 Utility Board Meeting	28	