



BOARD OF COMMISSIONERS MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
September 17, 2024 at 11:00 AM

AGENDA

The public will be able to view the meeting on San Juan County's Facebook live and Youtube channel

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

CONFLICT OF INTEREST DISCLOSURE

PUBLIC COMMENT

Public comments will be accepted through the following Zoom Meet Join Zoom Meeting <https://us02web.zoom.us/j/87155847636> Meeting ID: 871 5584 7636 One tap mobile +12532158782,,87155847636# US (Tacoma)

There will be a three-minute time limit for each person wishing to comment. If you exceed that three-minute time limit the meeting controller will mute your line.

CONSENT AGENDA (Routine Matters) Mack McDonald, San Juan County Administrator

The Consent Agenda is a means of expediting the consideration of routine matters. If a Commissioner requests that items be removed from the consent agenda, those items are placed at the beginning of the regular agenda as a new business action item. Other than requests to remove items, a motion to approve the items on the consent agenda is not debatable.

1. Approval of \$66,664.20 in Small Purchases: \$6,000 for Both Member for the San Juan County Visitor Services, \$56,572.42 for Tires and Services for the San Juan County Fire and \$4,091.78 for Carrier Reman, Core Exchange, Bearing and Tail Shaft for the San Juan County Road Department
2. Approval of the San Juan County Health Crisis Response Workforce Supplemental Agreement Between San Juan County and the State of Utah Department of Health and Human Services for State Fiscal Year 2022, Amendment 3

- [3.](#) Approval of the Children with Special Healthcare Needs Care Coordination Agreement Between San Juan County and the State of Utah Department of Health and Human Services, Amendment 2
- [4.](#) Approval of the Integrated Viral Hepatitis Surveillance and Prevention Agreement Between San Juan County and the State of Utah Department of Health and Human Services, Amendment 3
- [5.](#) Approval of the 2nd Amended Memorandum of Understanding Between Utah Education Network and San Juan County to Increase the Agreement by \$3,168.51 from \$23,122.50 to \$26,921.01
- [6.](#) Approval of the Grand Water & Sewer Grant Funding Request for a Diversion System in the Colorado River to Benefit the Moab Valley.

RECOGNITIONS, PRESENTATIONS, AND INFORMATIONAL ITEMS

BUSINESS/ACTION

- [7.](#) Consideration and Approval of the San Juan County Library System between Utah Education Network and San Juan County to Submit a Pre-Application and Commitment Letter Agreement to Participate in the Digital Equity Competitive Grant. Nicole Perkins, Library Director
- [8.](#) Consideration and Approval of the By-Laws Between San Juan Children's Justice Center Advisory Board and San Juan County. Robert Nieman, Children's Justice Center Director
- [9.](#) Consideration and Approval of the Equipment and Software Maintenance Purchase Contract Between Pitney Bowes and San Juan County. Lyman Duncan, County Clerk/Auditor
- [10.](#) Consideration and Approval of the 2023 Certification of the Annual Independent Audit for San Juan Counseling. Tammy Squires, San Juan Counseling Director
- [11.](#) Consideration and Approval of the Comment Letter on United States Forest Services Draft Environmental Impact Statement on Management. Nick Sandberg, Public Lands Coordinator
- [12.](#) Consideration and Approval of the Contractor's Agreement for Construction Manager/General Contractor (CM/GC) Services with SIRQ Construction Inc. for the San Juan County Public Safety Building Remodel. Mack McDonald, Chief Administrative Officer
- [13.](#) Consideration and Approval of the San Juan County Project Contracts between Redoubt Restoration, Inc and San Juan County for Pack Creek Watershed Protection. Mack McDonald, Chief Administrative Officer
- [14.](#) Consideration and Approval of an Interlocal Agreement Between San Juan County and San Juan School District for Participation in the School District's Emergency Medical Technician Program. Mack McDonald, Chief Administrative Officer

PUBLIC HEARINGS

- [15.](#) CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING ENTERING INTO AN PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH THE PACK

CREEK WATER COMPANY FOR A LOAN AND REIMBURSEMENT OF COUNTY FUNDS TO BE USED FOR THE LOCAL MATCH REQUIRED BY THE U.S. DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE FOR PACK CREEK COMMUNITY PROJECTS AS PART OF THE GRANT AWARD FOR THE SAN JUAN PACK CREEK EMERGENCY WATERSHED PROTECTION 2021 PROJECT FUNDING, Mack McDonald, Chief Administrative Officer

BOARD OF EQUALIZATION

16. Consideration and Approval for Board of Equalization Hearing Officer Recommendations. Lyman Duncan, County Clerk/Auditor, Rick Meyer and Randy Rarick Assessor

COMMISSION REPORTS

ADJOURNMENT

The Board of San Juan County Commissioners can call a closed meeting at any time during the Regular Session if necessary, for reasons permitted under UCA 52-4-205

All agenda items shall be considered as having potential Commission action components and may be completed by an electronic method **In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice**

San Juan County
 117 So Main Street
 Monticello, UT 84535
 Ph: 435-587-3225



Purchase From
 Four States Tire & Service State Contracted
 41 North Edith Street
 Cortez, CO 81321

Deliver To
 San Juan County Fire /FEPP
 881 East Center
 Monticello, Utah 84535

Purchase Order
 P. O. No# 56545
 Date 9/5/2024
 Your Ref#
 Our Ref#
 Credit Terms Cash

Attention To :

Attention To :

Product ID	Description	Quantity	Unit Price	Amount
	Tires for Fire and FEPP vehicles			\$0.00
138799577	GDYR 11R22.5HH	8	\$644.52	\$5,156.16
170277048	Coop LT245/75R16	10	\$197.00	\$1,970.00
170299048	Coop LT235/85R16	4	\$189.93	\$759.72
170303048	Coop LT225/75R16	66	\$178.19	\$11,760.54
312008027	GDYR LT235/75R15	4	\$155.72	\$622.88
756146576	GDYR 315/80R22.5 HH	10	\$768.70	\$7,687.00
90000026926	ROADM 11R22.5 HH	16	\$415.57	\$6,649.12
90000026927	ROADM 11R24.5HH	40	\$415.69	\$16,627.60
90000036422	ROADM 225/70R19.5GG	12	\$258.28	\$3,099.36
HDVSW225S	22.5 X 8.25 STUD PILOTED WHEEL	12	\$186.67	\$2,240.04
				\$0.00

Approved:

Department Head: David Halligan 9/5/2024
 County Admin: Mack McDonald

Sub Total	\$56,572.42
Tax	Exempt
Freight	
Invoice Total	\$56,572.42
Amount Paid	
Balance Due	\$56,572.42

Terms and Conditions:



FOUR STATES TIRE AND SERVICE
41 N EDITH ST
CORTEZ, CO
(970)564-8473

Item 1.

Customer ID: 0999890246
Name: SAN JUAN COUNTY ROADS-UTAH
Address: 835 EAST HWY 666
Address 2:
City,State,Zip Code: MONTICELLO, UT, 84535
Home Phone: (435) 678-3838 ext.BLAND
Work Phone: (435) 587-3230 ext.MONT
Mobile Phone: (435) 587-3230
Tax Exempt #:

Year: 24
Make: COMBINED QUOTE
Model: FIRE DEPARTMENT
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 08/20/24 15:37:41
Date/Time: 08/23/24 09:45:59
Workorder #: 415990
Invoice #: 389271

Email Address: jackiep@sanjuancounty.org
PO Number: 56543
Fleet/Wholesale: Y

Fire

RECEIVED J.P.
AUG 26 2024

Salesperson: M. MESSIER

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
12	HDVSW225S			22.5 X 8.25 STUD PILOTED WHEEL	186.67	0.00	2,240.04
1	NOTES			quote approved	0.00	0.00	0.00

APPROVED

J.P.

*** Customer Wishes To Discard Old Parts ***

REQUIREMENTS

P.O. NUMBER GS/AN # 1 G0009177

AR TERMS: Next 10th

Remit To: FOUR STATES TIRE AND SERVICE
PO BOX 1236
CORTEZ, CO 81321

S.J.C. Fleet
10.4150.250 \$ 56,572.42

8/26/24 J.P.

SCANNED

Pol ch # 130100 8/29/24

SECTION 30-20-1403, COLORADO REVISED STATUTE, REQUIRES RETAILERS TO COLLECT A WASTE TIRE FEE SET BY THE SOLID AND HAZARDOUS WASTE COMMISSION ON THE SALE OF EACH NEW MOTOR VEHICLE TIRE AND EACH NEW TRAILER TIRE

WE ARE VERY PROUD OF THE WORK WE DO ON YOUR VEHICLE. IF OUR WORK PLEASES YOU, TELL OTHERS IF YOU ARE EVER DISSATISFIED WITH OUR PRODUCTS OR SERVICES, PLEASE TELL ME PERSONALLY! PLEASE CONTACT ME AT (970) 564-8473 OR EMAIL ROBBY@4STATESTIRE.COM. ROBB WRIGHT - PRESIDENT	PAY HOUSE	AMOUNT 56,572.42	TECH:	PARTS TOTAL	56,572.42
				STATE	0.00
				COUNTY	0.00
				CITY	0.00
				LABOR TOTAL	0.00
				GRAND TOTAL	56,572.42

THIS IS A HISTORY REPRINT (Reprinted: 08/23/24 09:50:07)

San Juan County
 117 So Main Street
 Monticello, UT 84535
 Ph: 435-587-3225



Purchase From
 U.S. Travel Association State Contracted
 1100 New York Ave N Contract #
 Washington, DC 20005
 202-408-8422
 Attention To :

Deliver To
 U.S. Travel Association
 1100 New York Ave NW, Suite 450
 Washington, DC 20005
 202-408-8422
 Attention To :

Purchase Order
 P. O. No#
 Date 9/6/2024
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
	IPW Booth	1	\$6,000.00	\$6,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:

Department Head:	<i>Allison</i>
County Admin:	<i>Mark McDonald</i>

Sub Total	\$6,000.00
Tax	Exempt
Freight	
Invoice Total	\$6,000.00
Amount Paid	
Balance Due	\$6,000.00

Terms and Conditions:

Item 1.



Make payable to:
 U.S. Travel Association
 1100 New York Avenue, NW,
 Suite 450
 Washington, DC 20005-3934
 Ph: 202-408-8422
 Email: meetings@ustravel.org

Company ID : 15596
Invoice # : IPW-221557
Date : 09/06/2024
Due Date : 10/06/2024

Bill To:
 Utah's Canyon Country
 P.O. Box 490
 Monticello, UT, 84535-0490
 United States

Description	Quantity	Rate	Amount
10x10 Booth (Member)	1	6,000.00	6,000.00
Booth Location Request	1	0.00	0.00
Exhibitor Key Contact Registration - Comp -> Allison Yamamoto-Sparks	1	0.00	0.00
Marketing and Technology Buyers Appointment Option (Opt Out)	1	0.00	0.00
Marketing and Technology Providers Appointment Option (Opt Out)	1	0.00	0.00
Total			6000.00
Balance Due			6000.00

Make Payment

Amount :

Card Number :

Exp. Date : /

CVV-2 :

Card Holder Name :

Address :

Postal Code :

Email :

SUBMIT PAYMENT

Preferred Payment Options: Wire/ACH or Check.

- Wire Transfer/ACH Instructions:** [Download Here](https://www.ipw.com/document/banking-instructions-invoice) (https://www.ipw.com/document/banking-instructions-invoice)
 Remittances are to be emailed to: finance@ustravel.org (Payments cannot be applied without a remittance.)
- Check:** Make payable to: U.S. Travel Association, Attn: Accounts Receivable, 1100 New York Avenue, NW, Suite 450, Washington, DC 20005 (Reference the above invoice number with your payment.)

San Juan County
 117 So Main Street
 Monticello, UT 84535
 Ph: 435-587-3225





Purchase From
 Jackson Group Peterbilt State Contracted
 309 Raptor Road
 Fruita, Co 81521
 Attention To :

Deliver To
 San Juan County Road Dept.
 885 East Center Street,
 PO Box 188,
 Monticello, Utah 84535
 Attention To :

Purchase Order
 P. O. No#
 Date 9/9/2024
 Your Ref#
 Our Ref#
 Credit Terms Cash

Product ID	Description	Quantity	Unit Price	Amount
DS404P390WEL	Carrier Reman ds40	1	\$2,382.00	\$2,382.00
	Core Exchange	1	\$1,607.45	\$1,607.45
JLM104910	Bearing	2	\$19.00	\$38.00
				\$0.00
LM104949	Bearing	2	\$23.56	\$47.12
				\$0.00
127588	Tail Shaft Nut	1	\$17.21	\$17.21
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Approved:		Sub Total	\$4,091.78
Department Head: 		Tax	Exempt
County Admin: 		Freight	
		Invoice Total	\$4,091.78
		Amount Paid	
		Balance Due	\$4,091.78

Terms and Conditions:



JACKSON GROUP PETERBILT - GRAND JUNCTION

309 Raptor Road · Fruita, Colorado 81521
Phone: (970) 858-3524
Fax: (970) 858-9746

Jackson Group
PO Box 2208
Decatur, AL 35609-2208
Phone: (800) 332-9140

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED 09 SEP 24	YOUR ORDER NO.	DATE SHIPPED 09 SEP 24	INVOICE DATE	INVOICE NUMBER Q279958	07:09
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S
O
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D

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ACCOUNT NO. 1825
IBS - San Juan County
IBS Cust#:818992
PO BOX 188
MONTICELLO, UT 84535

S
H
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P

T
O

PAGE 1 OF 1

SHIP VIA	SLSM. 795	B/L NO.	TERMS	F.O.B. POINT 1767
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ORD	QUANTITY SHIP	P.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
	1		DS404P390WEL	CARRIER-REMAN DS40		2382.00	2,382.00
				CORE EXCHANGE		1607.45	1,607.45
SP	2		JLM104910	BEARING		19.00	38.00
	2		LM104949	BEARING		23.56	47.12
D2	1		127588	TAIL SHAFT NUT		17.21	17.21
**** INVOICE QUOTE - DO NOT PAY ****							



THANK YOU FOR YOUR BUSINESS

NO RETURNS ON ELECTRICAL AND SPECIAL ORDER PARTS.
PARTS OPEN SATURDAY
8:00 AM TO 4:00 PM

PARTS	4,091.78
SUBLET	
FREIGHT	0.00
SALES TAX	0.00
TOTAL	\$4,091.78

PLEASE REMIT TO:
Jackson Group
PO Box 2208
Decatur, AL 35609-2208
Phone: (800) 332-9140

CUSTOMER'S SIGNATURE
X



COMMISSION STAFF REPORT

MEETING DATE:	September 17, 2024
ITEM TITLE, PRESENTER:	Approval of Public Health Crisis Response Workforce Supplemental Grant Contract for SFY 2022 – San Juan County Amendment 3
RECOMMENDATION:	Approval

SUMMARY

The original contract termination date was 6/30/24. The contract period is being increased by one year. The new termination date is 06/30/25.

This Public Health Crisis Response Workforce Supplemental Grant is available to build and maintain capacity to address local public health needs deriving from COVID-19. This can include but not be limited to overtime costs related to responding to COVID-19 and recruiting, hiring, training, and retaining personnel. Location can include the public health department, schools, non-profit private or community-based organizations, especially in medically underserved areas.

Allowable activities can include but are not limited to:

- Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce.
- Incentives, professional development, promotion potential, sign on bonuses, etc. potentially could be used to assist with the recruitment efforts.
- Wages, benefits, and other costs related to recruiting, hiring, and training of individuals
- Dedicated human resources (HR) staff to expedite, recruit, and implement more rapid hiring processes for public health emergency preparedness
- Training is an integral component of this funding.

HISTORY/PAST ACTION

Commission approval of previous amendments.

FISCAL IMPACT

Total reimbursable funding is \$192,648 with \$33,467 remaining. This does not require a county match.



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES CONTRACT AMENDMENT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2229214

Department Log Number

222700714

State Contract Number

1. **CONTRACT NAME:** The name of this contract is Public Health Crisis Response Workforce Supplemental SFY 2022 – San Juan County Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding UT, 84511

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The Purpose of this amendment is to update the Special Provisions and extend the terminate date of the contract by one year.
4. **CHANGES TO CONTRACT:**
 1. The contract termination date is being changed. The original contract termination date was 6/30/23. The contract period is being increased by one year. The new termination date is 06/30/24.
 2. Attachment A, effective 05/17/23, is replacing Attachment A, which was effective 11/17/2022.

All other conditions and terms in the original contract and previous amendments remain the same.

5. **EFFECTIVE DATE OF AMENDMENT:** This amendment is effective 05/17/2023.
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 - C. Utah Department of Health & Human Services General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
-

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ATTACHMENT A - SPECIAL PROVISIONS
CDC Crisis Response Cooperative Agreement:
COVID-19 Public Health Workforce Supplemental Funding
Amendment 2

I. Definitions

- A. "CDC" means the Centers for Disease Control and Prevention.
- B. "CWF" means Crisis Workforce Supplemental Funding Cooperative Agreement.
- C. "DEI" means diversity, equity, and inclusion.
- D. "Department" means the Utah Department of Health and Human Services, Bureau of Emergency Medical Services and Preparedness.
- E. "FTE" Full Time equivalent.
- F. "General Provisions" means the agreement between the parties titled "General Provisions and Business Associate Agreement" effective July 1, 2019 through June 30, 2024.
- G. "STLT" means State, Tribal, Local, and Territorial governments.
- H. "Subrecipient" means Local Health Department.

II. Purpose

- A. The purpose of this agreement is to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs, including hiring personnel to build capacity to address STLT public health priorities deriving from COVID-19, which supports Department efforts to enhance Utah's public health workforce through the CDC Crisis COVID-19 Public Health Workforce Response.

III. Department Contact Information

- A. Department encourages inquiries concerning this grant and special provisions, which should be directed to the following Department contacts:

For programmatic technical assistance, contact:
Tonya Merton, Grants Coordinator
Office of Emergency Medical Services and Preparedness
prepgrants@utah.gov
(385) 441-9194

For financial or budget assistance, contact:
Jerry Edwards, Financial Manager
Office of Fiscal Operations, Utah Department of Health
(801) 538-6647

IV. Funding

- A. The federal funding supporting this grant is approved under the CDC Crisis Response Agreement: COVID-19 Public Health Workforce supplemental funding guidance, located at <https://www.cdc.gov/cpr/readiness/funding-ph.htm>.

- B. Cost Reimbursement - This is a cost reimbursement contract. The Department agrees to reimburse the Contractor up to the maximum amount of the contract for allowable expenditures made by the Contractor directly related to the performance of this contract.
- V. Payments
- A. Subrecipient shall submit a final Monthly Expenditure Report, as required by the General Provisions, and for the final funding transfer (no later than July 5, 2023).
 - B. Department agrees to reimburse Subrecipient up to the maximum amount of the contract for expenditures made by the Subrecipient directly related to the program, as defined in the General Provisions.
- VI. Budget and Reporting
- A. Subrecipient may begin spending funds on reimbursable personnel costs as described in Subrecipient's submitted budget upon full execution of this contract. (See Section IX.A.1-4 for examples of such costs.) Non-personnel cost categories (See Section IX.A.5-6 for examples of such costs) require budget review and approval by the Department (via email) prior to Subrecipient expenditure.
 - B. Subrecipient shall submit to Department semi-annual progress and fiscal reports by:
 - 1. January 7, 2022 (for activity period July 1, 2021 - December 31, 2021);
 - 2. July 7, 2022 (for activity period January 1, 2022 - June 30, 2022);
 - 3. January 7, 2023 (activity period July 1, 2022 - December 31, 2022);
 - 4. July 7, 2023 (activity period January 1, 2023 - June 30, 2023).
 - 5. January 7, 2024 (activity period July 1, 2023 - December 31, 2023); and
 - 6. July 7, 2024 (activity period January 1, 2024 - June 30, 2024).
 - C. Progress Reporting Requirements:
 - 1. Subrecipient shall provide progress reports to Department regarding hiring goals and DEI metrics by using the Hiring Diversity Goals template located within the Crisis Workforce Development template, tab 9.
 - D. Fiscal Reporting Requirements:
 - 1. Subrecipient shall provide fiscal reports to Department on the status update of fiscal commitments made by using the Spend Plan template located within the Crisis Workforce Development template, tab 11.
 - E. Closeout Reporting Requirements, due September 14, 2024:
 - 1. Subrecipient shall submit a closeout report, using a template provided by Department, and will include:
 - a) Final performance progress and evaluation;
 - b) Fiscal report;
 - c) Equipment and supplies tangible personal property report; and
 - d) Final report on DEI metrics.
 - F. Subrecipient shall submit additional information to Department upon request to support state and federal reporting requirements.
 - G. Subrecipient shall update the Department with any changes to programmatic, and financial points of contact as they occur.

VII. Department Responsibilities

- A. Department agrees to distribute additional closeout report templates via email no later than thirty (30) days prior to the due date.
- B. Department agrees to provide technical assistance upon request by Subrecipient.

VIII. Allowable Costs

- A. This list is not exhaustive; CDC encourages individual jurisdictional and local needs to be met, as applicable.
 - 1. Overtime costs are a very likely and reasonable expense during the response to COVID-19, subrecipient may include projected overtime in their budgets.
 - a) Subrecipient should be careful to estimate costs based on current real-time needs and will still be required to follow federal rules and regulations in accounting for the employees' time and effort.
 - 2. Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:
 - a) Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period)
 - b) Temporary or term-limited staff
 - c) Fellows
 - d) Interns
 - e) Contractors or contracted employee
 - 3. The costs, including wages and benefits, related to recruiting, hiring, and training of individuals to serve as:
 - a) Professional or clinical staff, including public health physicians and nurses (other than school-based staff); mental or behavioral health specialists to support workforce and community resilience; social service specialists; vaccinators; or laboratory scientists or technicians;
 - b) Disease investigation staff, including epidemiologists; case investigators; contact tracers; or disease intervention specialists;
 - c) School nurses and school-based health services personnel, including hiring school-based nurses, converting current nurses from part-time to full-time work, increasing hours, increasing nursing salaries or otherwise supporting retention efforts;
 - d) Program staff, including program managers; communications and policy staff; logisticians; planning and exercise specialists; program evaluators; pandemic preparedness and response coordinators to support the current pandemic response and identify lessons learned to help prepare for possible future disease outbreaks; health equity officers or teams; data managers, including informaticians, data scientists, or data entry personnel; translation services; trainers or health educators; or other community health workers;

- e) Administrative staff, including human resources personnel; fiscal or grant managers; clerical staff; staff to track and report on hiring under this cooperative agreement; or others needed to ensure rapid hiring and procurement of goods and services and other administrative services associated with successfully managing multiple federal funding streams for the COVID-19 response; and
 - f) Any other positions as required to prevent, prepare for, and respond to COVID-19.
4. These individuals may be employed by:
 - a) STLT public health governments or their fiscal agents;
 - b) Schools, school boards, school districts, or appropriate entities for providing school-based health care;
 - c) Nonprofit private or public organizations or community-based organizations with demonstrated expertise in implementing public health programs and established relationships with STLT public health departments, particularly in medically underserved areas; or
 - d) Employment agencies, contracted vendors, or other temporary staffing agencies.
 5. Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce (to the extent these are not included in recipient indirect costs).
 6. Administrative support services necessary to implement activities funded under this section, including travel and training (to the extent these are not included in recipient indirect costs).
- B. See <https://www.cdc.gov/orr/readiness/funding-ph.htm> for detailed guidance on this funding opportunity.

IX. Allowable Activities

- A. This list is not exhaustive; CDC encourages individual jurisdictional and local needs to be met, as applicable, and to use a variety of mechanisms to expand the public health workforce, including, but not limited to:
 1. Using CDC's Social Vulnerability Index (located at <https://www.atsdr.cdc.gov/placeandhealth/svi/index.html>) data and tools to inform jurisdiction COVID-19 planning, response, and hiring strategies.
 2. Contracting services: Using the General Services Administration (GSA) COVID-19 Related Support Services (CRSS) contract mechanism available at Acquisition Gateway to obtain contract staff or services.
 3. Cross-training: Cross-train staff hired to work on COVID-19 response for other communicable disease response and future pandemic response activities.

4. Forming partnerships: Form partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines.
5. Planning: Continuity of operations (plans, protocols, and systems-based) related to emergency preparedness is within scope. If that is something that recipients think is important to do for COVID-19 and beyond.
6. Strategic Planning: LHD strategic planning, if there is an identified gap in your plans, with how the local health department is organized, or need assistance identifying those gaps, that is certainly something CDC would support. This could mean hiring a consultant or purchasing a decision-support tool to help you review your strategic vision for the future.
7. Strike Force Teams: developing, training, and equipping response-ready "strike force" teams capable of deploying rapidly to meet emergent needs, including through the Emergency Management Assistance Compact.
8. Training: Focus on COVID-19 and preparedness activities, cross-training of COVID-19 staff for other communicable disease response activities, clinical staff activities.

X. Unallowable Costs

- A. Research;
- B. Clinical care; or
- C. Publicity and propaganda (lobbying):
 1. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - a) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - b) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 2. See Additional Requirement 12 for detailed guidance on this prohibition an additional guidance on lobbying:
https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf.

XI. Contractor shall comply with the following required disclosures for Federal Awardee Performance and Integrity Information System (FAPIS):

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in

writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Shirley K Byrd, Grants Management Officer
Centers for Disease Control and Prevention
Branch IV, Team II
2935 Flowers Road
Atlanta, GA
Email: skbyrd@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov



Utah Department of Health & Human Services

**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACT AMENDMENT**

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2229214
Department Log Number

222700714
State Agreement ID

- 1. **CONTRACT NAME:** The name of this contract is Public Health Crisis Response Workforce Supplemental SFY 2022 – San Juan County Amendment 3.
- 2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

Vendor ID: 06866HL
Commodity Code: 99999

- 3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to extend the termination date by 12-months.
- 4. **CHANGES TO CONTRACT:**
 - 1. The contract termination date is being changed. The previous contract termination date was 6/30/24. The new termination date is 06/30/25.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.0 %

Federal Funds

Federal Program Name		Award Number	
Federal Awarding Agency		Federal Award Identification Number	
Assistance Listing Title		Federal Award Date	
Assistance Listing Number		Funding Amount	
		New Agreement Amount	\$192,648.00

All other conditions and terms in the original contract and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/01/2024 .
 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
-

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County , Log # 2229214

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

Signature

Signed by: _____

Jamie Harvey
County Commission Chair

Date Signed: _____

CDC Crisis Workforce Supplemental Cheat Sheet

Application Due September 1, 2021

Award No. 1 NU90TP922163-01-00	Budget Period 7/1/21-6/30/23	Award \$19,750,412
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Purpose

To establish, expand, train, and sustain the state, tribal, local, and territorial public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs.

Workforce Personnel

Funding can be used to hire personnel for roles that may range from senior leadership positions to early career or entry-level positions and may include, but is not limited to:
 1) Permanent full-time and part-time staff (which may include converting part-time positions to full-time positions during the performance period); 2) Temporary or term-limited staff; 3) Fellows; 4) Interns; 5) Contractors or contracted employees.

Hiring and Sustainment of Workforce Activities to include:

- 1) Update plans, protocols, and systems based on COVID-19; 2) Support of existing staff and those whose funding is expiring; 3) Hiring staff to expedite recruitment and hiring processes.

School-based health staff

At least 25% of the jurisdictional award will support school-based health programs, including nurses or other personnel, including: hiring school-based nurses, converting current nurses from part-time to full-time work, increasing hours, increasing nursing salaries or otherwise supporting retention efforts

Budget Summary

School Based Health Programs*	\$6,677,323
LHDs **	\$5,425,124
UALHD Assessment	\$100,000
CBOs	\$500,000
Tribes	\$2,000,000
DCP (HAI, Epi, Infor, Lab, OME)	\$2,362,685
BEMSP	\$1,776,927
OFO	\$246,777
FHP FAST	\$197,443
Total Direct	\$19,286,279
Indirect	\$464,133
Total Budget	\$19,750,412
Remainder to Budget	\$0

*25% Full Award

**at least 40% of remaining to LHDs and CBOs (\$5,925,124)

Allowable Expenses

Contractual	Subawards or contracts with healthcare institutions may be allowable to meet workforce needs of the public health programs, but health care is not the intent of this funding.
Incentives	Incentives, professional development, promotion potential, sign on bonuses, etc. potentially could be used to assist with the recruitment efforts. Additionally, there are longer-term workforce initiatives being discussed that may provide more sustainable funding.
Mental Health	Consider the mental health impacts of COVID-19 within K-12 schools, not just contact tracing, vaccination, and screening tests. Parental mental health needs should be considered as well. Responder safety and health would also be a consideration and hiring mental health professionals could be an allowable cost in either situation.
Personnel	Wages, benefits, and other costs related to recruiting, hiring, and training of individuals to serve as: Administrative support staff, Clinical or professional staff, Disease investigation staff, School health staff, and Program management staff. Dedicated human resources (HR) staff to expedite, recruit, and implement more rapid hiring processes for public health emergency preparedness Sustaining current staff: while funding is primarily to hire new staff, if recipients have staff who were hired for COVID-19-specific work supported by other funding streams that is going to expire, then recipients can continue to employ them. Hiring clinical staff that provide COVID-19-related services is an allowable cost. One factor to keep in mind is that CDC would not generally be paying for individual clinical treatment; vaccinating students, for instance, is a component of a public health campaign and isn't considered clinical care within our definitions. Administrative support services necessary to implement and manage activities, including travel and training
Schools	The focus is on K-12 public schools, rather than community or faith-based private schools, but resources can be used for private schools at the discretion of recipients. CDC encourages recipients to meet their individual jurisdictional and local needs, as applicable. School-based clinics are within scope to the extent that that the services are related to COVID-19 activities. Support school health services; if sub-awarding funds to the state department of education will accomplish that goal, it would be allowable. However, there are other funds available for other programs, and care should be taken not to be duplicative nor to supplant existing resources.
Supplies / Equipment	Office equipment and furniture for staff that will work remotely for the duration of the project period. This could include minor reconfiguration of existing space, but not construction. Purchase of equipment and supplies necessary to support the expanded workforce including personal protective equipment, equipment needed to perform the duties of the position, computers, cell phones, internet costs, cybersecurity software, and other costs associated with support of the expanded workforce.
Training	Training is an integral component of this funding. It can include core competencies, incident management training, specific job-related skills, formal education related to a position, and so forth. If training advances the skills of the public health workforce, it is generally allowable.
Vaccine Clinics	Staff for vaccine clinics would be an appropriate cost. Remember that this funding is for workforce.

Allowable Activities (General)

Contracting Services	Using the General Services Administration (GSA) COVID-19 Related Support Services (CRSS) contract mechanism available at Acquisition Gateway to obtain contract staff or services.
Cross-Training	Cross-train staff hired to work on COVID-19 response for other communicable disease response and future pandemic response activities.
Partner	Forming partnerships with academic institutions, creating student internship or fellowship opportunities, and building graduation-to-workforce pipelines.
Planning	Continuity of operations (plans, protocols, and systems-based) related to emergency preparedness is within scope. If that is something that recipients think is important to do for COVID-19 and beyond.
Strategic Planning	LHD strategic planning, if there's an identified a gap in your plans, with how local health department is organized, or need assistance identifying those gaps, that is certainly something CDC would support. This could mean hiring a consultant or purchasing a decision-support tool to help you review your strategic vision for the future.

Strike Force Teams	Developing, training, and equipping response-ready “strike force” teams capable of deploying rapidly to meet emergent needs, including through the Emergency Management Assistance Compact.
Training Education	Focus on COVID-19 and preparedness activities, cross-training of COVID-19 staff for other communicable disease response activities, clinical staff activities

Spending Rules & Requirements

Allocations	The percentage of distribution can be higher for the school-based health personnel and staff at local health departments (LHDs)
CBOs	Funds cannot be provided to community-based organizations (CBOs) upfront, as federal funds are received on a reimbursement basis. A health department may advance funds to cover costs until federal reimbursement is received.
COVID-19	<p>Spending must be 100% COVID-19 related according to the statute.</p> <p>This is a COVID-19-focused grant. If positions are going to be doing part of their work on other projects, then they should be funded accordingly. For example, if staff are partially doing other general work in public health then the positions should probably be split funded. You cannot supplant funds or duplicate funding between grants. Ultimately, the position should match the workload of the personnel that you're putting in your budget.</p>
Diversity	Focusing on diversity, health equity, and inclusion by delineating goals for hiring and training a diverse work force across all levels who are representative of, and have language cultural competence for, the local communities they serve.
Reporting Metrics	<p>Diversity, equity, and inclusion (DEI) measures must be considered within hiring. When identifying metrics to address DEI in hiring, consider collaboration with local champions or trusted voices representative of diverse populations affected by COVID-19. Metrics may include but not be limited to:</p> <ul style="list-style-type: none"> • Number of personnel hired through community-based organizations and other diversity-focused organizations with brief descriptions of populations they serve, such as communities of color, rural populations, people experiencing homelessness, and people living with disabilities. • Number of employees receiving DEI relevant training, such as cultural competency, working with underserved communities, and health equity. • Establishment of a health equity team to focus on hiring a workforce that represents the diversity in the communities being served. <p>Recipients must report on all staff hired, including those hired at the local and subrecipient level, developing and reporting on goals and monitoring metrics regarding diversity of staff hired and equity and inclusion activities based on the 5 employment categories below:</p> <ul style="list-style-type: none"> • Administrative support staff • Clinical or professional staff • Disease investigation staff • School health staff • Program management staff

Administered by	Utah Bureau of EMS & Preparedness Utah Department of Health	Website: https://www.cdc.gov/cpr/readiness/funding-ph.htm
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COMMISSION STAFF REPORT

MEETING DATE:	September 14, 2024
ITEM TITLE, PRESENTER:	Approval of Children with Special Healthcare Needs Care Coordination Amendment 2 between the Department of Health and Human Services and San Juan County
RECOMMENDATION:	Approve

SUMMARY

This program intends to ensure that developmental, evaluative, and specialty medical services, care coordination, and continuity of care are provided to children and youth with special health care needs residing within San Juan County.

- Department Clinical Services Coordination, for example:
 - Communicate with primary care and service providers within San Juan County to educate them about clinical services offered and procedure to make referrals;
 - Ensure that pertinent medical, educational, and behavioral health records from outside primary care and service providers are acquired prior to a scheduled clinical encounter. Inform Department providers that records have been received;
 - Coordinate post-visit to ensure follow-up instructions and recommendations for the patient are communicated to the care coordinator;
- Care Coordination, for example:
 - Receive referrals from families, primary care and service providers; Contact families to triage referral source concerns and family needs and concerns; Help families with urgent concerns that can be solved locally;

“Children and youth with special health care needs” means those children and youth who “have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally.”

RECOMMENDATION

Approve

FISCAL IMPACT

Year 3 will include \$98,694.00 in federal funds. These funds are based on reimbursement.



Utah Department of
Health & Human Services

**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACT AMENDMENT**

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2328005
Department Log Number

232701068
State Agreement ID

1. **CONTRACT NAME:** The name of this contract is San Juan LHD CSHCN Care Coordination Amendment 2.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

Vendor ID: 06866HL
Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to add funding to Year 3 of this contract.
4. **CHANGES TO CONTRACT:**
 1. The contract amount is being changed. The original amount was \$197,388. The funding amount will be increased by \$98,694 in federal funds. New total funding is \$296,082.
 2. Attachment B, effective 10/01/2024, is replacing Attachment B, which was effective 10/1/2023.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.0 %

Federal Funds

Federal Program Name	Maternal and Child Health Services	Award Number	6B04MC52956-01-03
Federal Awarding Agency	US Department of Health and Human Services Health Resources and Services Administration	Federal Award Identification Number	B0452956
Assistance Listing Title	Maternal and Child Health Services Block Grant to the States	Federal Award Date	05/22/2024
Assistance Listing Number	93.994	Funding Amount	\$98,694.00

All other conditions and terms in the original contract and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 10/01/2024 .
 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
 7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
-

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Contract with Utah Department of Health & Human Services and San Juan County , Log # 2328005

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

Signature

Signed by: _____

Jamie Harvey
County Commission Chair

Date Signed: _____

Attachment B
Special Provisions
Children with Special Health Care Needs Care Coordination
October 2024

I. DEFINITIONS

- A. “CaduRx means the electronic medical record used for documenting patient encounters, care coordination, and clinical services.
- B. “Care Coordination” means the deliberate organization of patient care activities between two or more participants (including the patient) involved in a patient’s care to facilitate the appropriate delivery of health care and other supportive services.
- C. “Care Plan” means a patient-centered health record designed to facilitate communication among members of the care team, including the patient, and primary care and service providers.
- D. “Children and youth with special health care needs” means those children and youth who “have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally,” as defined by the federal Maternal and Child Health Bureau.
- E. “Clinic” means direct care appointments coordinated by and hosted by the Sub-recipient. It also includes virtual or telehealth visits.
- F. “Department” means the Utah Department of Health and Human Services, Office of Children with Special Health Care Needs, Integrated Services Program.
- G. “FFY” means Federal Fiscal Year.
- H. “Lending Library” means technology purchased through a CARES Act grant to promote telehealth services.
- I. “MCH Block Grant” means the Federal Title V Maternal and Child Health Block Grant.
- J. “MER” means the Monthly Expenditure Report.
- K. “Service Provider” means agencies that provide educational, social, and other non-primary care services.
- L. “Sub-recipient” means the San Juan Local Health Department.
- M. “Technology” means hotspots and Chromebooks.
- N. “UCCCN” means the Utah Children’s Care Coordination Network, a care coordination support, training, and information sharing network.

II. PREVAILING PURPOSE

- A. This contract between Department and Sub-recipient is intended to ensure that developmental, evaluative, and specialty medical services, care coordination, and continuity of care are provided to children and youth with special health care needs residing within Sub-recipient’s geographic service area.

III. SUB-RECIPIENT RESPONSIBILITIES

- A. Department Clinical Services Coordination. Sub-recipient shall:
 - 1. In consultation with Department staff, schedule eligible patients for clinical services within the Department provider’s scheduled clinical availability and at times that are convenient for the family.
 - i. Clinical services are provided by the Department. A child must meet eligibility criteria in effect at the time of service;

2. Communicate with primary care and service providers within Sub-recipient area to educate them about clinical services offered and procedure to make referral to Department;
 3. Complete Department HIPAA training or Sub-recipient-provided training;
 4. Triage patient/family needs to determine scheduling of appropriate services;
 5. Schedule patient for clinical services within CaduRx;
 6. Send all application paperwork, including screening protocols, releases of information, and demographic forms to families and sure that all paperwork is completed before the scheduled clinical encounter;
 7. Ensure that pertinent medical, educational, and behavioral health records from outside primary care and service providers are acquired prior to a scheduled clinical encounter. Inform Department providers that records have been received;
 8. Provide and document within CaduRX reminder emails, text messages, and phone calls to families for scheduled appointments;
 9. Communicate, consult, and coordinate with Department providers and staff regarding patient scheduling;
 10. Coordinate telehealth visits by ensuring families have working access to internet, and computer, laptop, or cellular phone;
 11. Send telehealth clinic link to family via e-mail and arrange time to test connection with family;
 - i. When technology is not available or is inadequate, arrange for loan of in-house technology from Lending Library to family; and
 - ii. Coordinate and manage Lending Library policy, procedures, and equipment;
 12. Ensure that releases of personal information, medical records, and reports are current, accurate and documented in CaduRx;
 13. Coordinate post-visit to ensure follow-up instructions and recommendations for the patient are communicated to the care coordinator;
 - i. Aid family in completing immediate follow-up instructions and recommendations, and set appropriate date within Alerts in CaduRx to follow-up with family;
 14. Provide or send medical records to families, primary care provider, and other service providers per family-authorized request or release of information;
 15. Document all releases of records in patient record in CaduRx; and
 16. Act as point of contact for families who have questions for Department providers regarding their clinical evaluation(s);
- B. Care Coordination. Sub-recipient shall:
1. Receive referrals from families, primary care and service providers;
 2. Contact families to triage referral source concerns and family needs and concerns;
 3. Help families with urgent concerns that can be solved locally;
 4. Consult with Department, as needed, to provide support for issues for which there may not be a local solution;
 5. Convene coordination meetings with other local agencies to develop care plans with families and patients;
 6. Partner with families to create care plans to meet patient and family needs. Document care plans in CaduRx;
 7. Set alerts within CaduRx to follow-up with families on their care plans. Frequency of follow-up will be determined by acuity of the child's physical and behavioral health, parent or guardian capacity to follow through, and immediacy of need for supportive services;
 - i. Update care plans to include progress toward completing established goals, and set new goals with families;

8. Make or facilitate referrals to appropriate local and statewide community services including Department clinical encounters coordinated by the Sub-recipient, specialty clinics, behavioral health, early intervention, SSI/Social Security; Medicaid/CHIP, and the education system. This may include coordinating local live appointments with services providers partnering with the Department;
 9. Coordinate telehealth with remote service providers by ensuring families have working access to internet, and computer, laptop, or cellular phone. Arrange a time to test technology and telehealth encounter link provided by remote service provider;
 10. When technology is not available or is inadequate, arrange for loan of in-house technology from Lending Library to family;
 11. In conjunction with Utah's Title V Maternal and Child Health Block Grant National Performance Measures and goals for children with special health care needs:
 - i. Partner with local primary care providers to assist them in providing transition services within their own practices;
 - ii. Recruit youth and adolescents age 12-18, and their families for transition to adulthood coordination and planning services;
 - iii. Work with transition-age youth, adolescents, and their families to establish a transition plan. Document plan and follow-up in CaduRx;
 - iv. Survey families of youth and adolescents in transition to evaluate the transition planning process;
 - v. Document care coordination activities in CaduRx in support of the Medical Home;
 - vi. Encourage families to seek ongoing care for their children with special health care needs with a primary care provider in support of the Medical Home; and
 - (a) Refer families to local primary care providers and follow-up to ensure family is connected with provider.
 12. Document all encounters within CaduRx same day, when possible, and when not possible within no more than two business days.
- C. Other Responsibilities. Sub-recipient shall:
1. Participate in Department quality improvement projects and reporting;
 2. Participate in the Utah Children's Care Coordination Network monthly meetings via remote access technologies;
 3. Participate in other trainings that contribute to greater understanding of care coordination, building community partnerships, working with families, insurance, public entitlements, and other social programs;
 4. Aid Department in collection of data as per MCH guidelines;
 5. Participate in initial and ongoing training offered by Department in CaduRx, care coordination, clinical coordination, special populations, public entitlements eligibility and enrollment, and other topics that enhance care coordination skills and abilities;
 6. Communicate questions and concerns about patient scheduling, provider scheduling, policy and procedure, and care coordination to Department for timely resolution;
 7. Participate in weekly Department team meetings; and
 8. Comply with privacy and security requirements set forth in the Business Associates Agreement.

IV. DEPARTMENT TASKS

- A. Department agrees to:
 1. Establish a clinical schedule through which Department professional licensed staff may be readily available for patient assessment, evaluation, and diagnosis;

2. Promote the use of telehealth to provide direct clinical services to eligible patients and their families;
3. Provide a Department-approved telehealth platform for clinical assessment and care coordination purposes;
4. Provide ongoing training in principles and practices of care coordination, patient intake and triage, and appropriate referral, tracking, and follow-up methods;
5. Provide access to Department staff for ongoing project improvement, resolution of questions and concerns, and clarification of policy and procedure; and
6. Provide Technology to facilitate telehealth visits.

V. PAYMENTS

- A. Department agrees to pay Sub-recipient up to the maximum amount of the contract for expenditures made by Sub-recipient, directly related to the program as outlined in Sections II, III, and VI
- B. Funding for this contract is for five FFY, from October 1, 2022 through September 30, 2027.
- C. Department agrees to pay Sub-recipient on a quarterly basis from the MCH Block Grant.
- D. Department agrees to make first, second, and third quarter payments after the MER's for the first and second months of the previous quarter are received.
- E. Payment in the fourth quarter shall be adjusted to reflect actual expenditures reported by Sub-recipient, up to the maximum amount of the Contract.
- F. The maximum amount of the contract is \$493,470.00
 1. The estimated funding amount for FFY 2023 will be \$72,194.00.
 2. The estimated funding amount for FFY 2024 will be \$125,194.00.
 3. The estimated funding amount for FFY 2025 will be \$98,694.00.
 4. The estimated funding amount for FFY 2026 will be \$98,694.00.
 5. The estimated funding amount for FFY 2027 will be \$98,694.00.

VI. REPORTING REQUIREMENTS

- A. Sub-recipient shall submit quarterly reports to Department that include:
 1. Description and type of outreach and educational activities provided to local and community organizations;
 - i. Including type and number of professionals, staff, and parents reached;
 2. A count of new referrals by referral source including referring organization name;
 3. Number of care coordination activities, including:
 - i. Intake/Triage/Initial assessments;
 - ii. Establishing a care plan with a patient and family;
 - iii. Follow-up activities with families who have an established care plan;
 - iv. Transition to adulthood assessment and care planning;
 - v. Referral to primary care to establish a medical home;
 - vi. Number of telehealth visits facilitated for patients; and
 - vii. Number of times and which Lending Library Technology were loaned to families for telehealth purposes.
- B. Quarterly reports are due on January 15, April 15, July 15, and October 15 each year of the contract.

VII. AMENDMENT

- A. This contract may be amended by the signed, written agreement of Sub-recipient and Department to add funding or reflect changes to the implementation of the contract's purpose.



COMMISSION STAFF REPORT

MEETING DATE: September 14, 2024

ITEM TITLE, PRESENTER: Approval of Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Contract Amendment 2 with the Department of Health and Human Services

RECOMMENDATION: Approve

SUMMARY

This funding supports prevention, monitoring, and management of hepatitis A, B, and C viruses and disease prevention education, harm reduction services and/or referrals, and other referrals to care as needed to acute hepatitis B and C cases and case-contacts.

HISTORY/PAST ACTION

Approval.

FISCAL IMPACT

\$1,498 for the period of May 1, 2024 to April 30, 2025. These funds are fully federally reimbursed.



Utah Department of
Health & Human Services

**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
CONTRACT AMENDMENT**

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

2116014

Department Log Number

212702420

State Agreement ID

1. **CONTRACT NAME:** The name of this contract is Integrated Viral Hepatitis Surveillance and Prevention - San Juan County Amendment 3.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County (CONTRACTOR).

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

Vendor ID: 06866HL

Commodity Code: 99999

3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to replace Attachment "A" in exchange for continued services.
4. **CHANGES TO CONTRACT:**
 1. The agreement amount is being changed. The funding amount will be decreased by \$1,498.00 in federal funds for the period of May 1, 2023 to April 30, 2024. The funding amount will be increased by \$1,498.00 in federal funds for the period of May 1, 2024 to April 30, 2025. The total agreement amount will remain \$3,497.00.
 2. Attachment "A", effective August 15, 2024, is replacing Attachment "A" which was effective May 2023. The document title is changed. The term "SUBRECIPIENT" is changed to "Grantee" and the term "the DEPARTMENT" is changed to "DHHS" throughout the document. Article "I" Definitions, Section G. and H are deleted, Article "II" Funding, Sections A.4. and A.5. are added, and Section D. is changed, Article "IV" Program Contact, Section A. is changed, Article "V" Responsibilities of Grantee, Section A.6. is added, and Article "VII" Amendments and Terminations is deleted and subsequent articles are renumbered.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.0 %

Federal Funds

Federal Program Name	Integrated Viral Hepatitis Surveillance and Prevention Funding for Health Departments	Award Number	5 NU51PS005170-03-00
Federal Awarding Agency	Centers for Disease Control and	Federal Award Identification Number	NU51PS005170

	Prevention Office of Financial Resources		
Assistance Listing Title	Adult Viral Hepatitis Prevention and Control	Federal Award Date	04/06/2023
Assistance Listing Number	93.270	Funding Amount	-\$1,498.00

Federal Program Name	Integrated Viral Hepatitis Surveillance and Prevention Funding for Health Departments	Award Number	5 NU51PS005170-03-00
Federal Awarding Agency	Centers for Disease Control and Prevention Office of Financial Resources	Federal Award Identification Number	NU51PS005170
Assistance Listing Title	Adult Viral Hepatitis Prevention and Control	Federal Award Date	04/06/2023
Assistance Listing Number	93.270	Funding Amount	\$1,498.00

All other conditions and terms in the original contract and previous amendments remain the same.

- 5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 08/15/2024 .
- 6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
- 7. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

Intentionally Left Blank

Contract with Utah Department of Health & Human Services and San Juan County , Log # 2116014

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

Signature

Signed by: _____

Jamie Harvey
County Commission Chair

Date Signed: _____

Attachment A: Scope of Work
Integrated Viral Hepatitis Surveillance and Prevention - San Juan County
Amendment 3

I. DEFINITIONS:

- A. "Bloodborne pathogen testing" means HCV NAT and/or HBsAg testing.
- B. "Case" means any individual identified as being currently infected with hepatitis B virus or hepatitis C virus through positive hepatitis B virus or hepatitis C virus laboratory testing.
- C. "Case-contact" means any person identified by an acute HCV or HBV case with reported behavioral risk factors.
- D. "HAV" means hepatitis A virus.
- E. "HBV" means hepatitis B virus.
- F. "HCV" means hepatitis C virus.

II. FUNDING:

- A. The new total funding is \$3,497.00.
 - 1. \$1,156.00 for the period May 1, 2021 to April 30, 2022.
 - 2. \$843.00 for the period May 1, 2022 to April 30, 2023.
 - 3. \$1,498.00 for the period May 1, 2023 to April 30, 2024.
 - 4. Funding is reduced by \$1,498.00 for the period May 1, 2023 to April 30, 2024.
 - 5. \$1,498 for the period of May 1, 2024 to April 30, 2025.
- B. This is a Cost Reimbursement contract. DHHS agrees to reimburse the Grantee up to the maximum amount of the contract for expenditures made by the Grantee directly related to the program.
- C. The Federal funds provided under this agreement are from the Federal Program and award as recorded on Page 1 of the contract.
- D. Pass-through Agency: Utah Department of Health and Human Services.
- E. Number assigned by the Pass-through Agency: State Contract Number, as recorded on Page 1 of the Contract.

III. INVOICING:

- A. In addition to the contract's General Provisions, the Grantee shall include a column for the funding source in the Monthly Expenditure Report.
- B. The Grantee shall include the following column and report expenditures within the column in the Monthly Expenditure Report.
 - 1. Integrated Viral Hepatitis Surveillance and Prevention

IV. PROGRAM CONTACT:

- A. The day-to-day operations and dispute contact is Amelia Salmanson, asalmanson@utah.gov, (385) 249-7169.

V. RESPONSIBILITIES OF GRANTEE:

- A. The Grantee shall:
 - 1. Identify, investigate, and respond to cases of acute HAV, HBV, and HCV according to the disease plan:
 - a) Hepatitis A (<https://epi.health.utah.gov/wp-content/uploads/Hepatitis-A-Disease-Plan-Updates-to-Required-Fields.pdf>);

- b) Hepatitis B (<https://epi.health.utah.gov/wp-content/uploads/Hepatitis-B-and-D-Disease-Plan.pdf>); and
 - c) Hepatitis C (<https://epi.health.utah.gov/wp-content/uploads/Hepatitis-C-Disease-Plan.docx-5.pdf>).
- 2. Follow project activity guidance documents provided by DHHS during acute HBV and HCV case and case-contact investigations.
 - 3. Follow project activity guidance to provide disease prevention education, harm reduction services and/or referrals, and other referrals to care as needed to acute HBV and HCV cases and case-contacts.
 - 4. Attend >50% of Viral Hepatitis Elimination Committee meetings and support viral hepatitis elimination activities.
 - 5. Identify and provide project activity improvements to DHHS.
 - 6. Upon request, the Grantee will provide to DHHS a detailed budget within 30 days of the request.

VI. RESPONSIBILITIES OF DHHS:

- A. DHHS shall:
 - 1. Provide technical support to the Grantee, upon request.
 - 2. Provide HAV, HBV, and/or HCV training to Grantee, upon request.

VII. OUTCOMES:

The desired outcome of this contract is:

- A. Residents of the Grantee's jurisdiction will experience reduced community transmission of hepatitis A, B, and C.
 - 1. Performance Measures:
 - a) The number of acute hepatitis A, B, and C case investigations conducted within the Grantee's jurisdiction.
 - 2. Reporting:
 - a) Monthly UT-NEDSS (EpiTrax) completed case reporting.



COMMISSION STAFF REPORT

MEETING DATE: September 17, 2024

ITEM TITLE, PRESENTER: 2nd Revised MOU UEN (Utah Education Network) Library Firewall Grant Project, Nicole Perkins, Library Director

RECOMMENDATION: Approve

SUMMARY

This is an amendment to a previously approved MOU for a grant from UEN that assists public libraries to provide access to essential internet services in their communities. This amendment will cover the rest of the travel and installation costs so that all 5 branch

HISTORY/PAST ACTION

This agreement is the same as the previously approved MOU except an additional \$3168.51 added to cover expenses.

FISCAL IMPACT

This is a reimbursement grant so all approved expenses will be covered by end of November 2024.



Utah Education Network (UEN) & Utah State Libraries (USL) 2024 Wi-Fi for Libraries Federal Assistance Listing 21.029 & Federal Award Identification Number (FAIN) CPFFN0178

Project Plan

In a few sentences, how will this project provide free robust public wireless broadband access to your patrons? How will this project improve Wi-Fi Service to the general public (for example, improve speed, increase the number of patrons served, extend service distance for example to the conference room/parking lot etc.) This section should be reviewed with the authorized signer for the requesting organization.

The funds from this program will improve the patrons experience, functionality, and access to wifi using to current equipment. We are planning to use funds to improve and providing WiFi to all of our 5 library branches. Many of our patrons either have no internet access in their homes or have few options on where to access the internet making the library branches one of the county residents best options. For example, our branch in Montezuma Creek resides on the Navajo Reservation where poverty is high and internet is rarely in individual homes.

How do you plan to ensure the equipment/software purchased for this project will be operational by November 1, 2024?

We have plans in place to hit the target date of November 1, 2024.

As your entity's procurement rules must be followed, will you purchase from a state contract, existing contract, or will you need to issue an RFP in order to complete purchases for this project?

We are planning to use an existing vendor contract but planning on following all the local procurement policies.

Will you need to hire technical contract labor to complete the project? If yes, please describe.

Yes, we are. We have a contracted IT company that we are currently using in the county to complete the necessary labor and installation at all of our sites.

Do you intend to create a sustainability plan beyond the ARPA funding? Please describe.

We currently have a line item in our budget to purchase equipment on an annual basis to help replace IT items when they hit their end of life.

Please provide information on sites you plan to include in this project. If you are a single library site, please respond for your single site below. If you are representing a library system, include each branch name and location below, as well as the upload/download speeds.

City	Library Name / Library System	Record Patron Wi-Fi Upload/Download Speed During Peak Time - https://speedtest.uen.net	
La Sal	La Sal Library/San Juan County	DL 4.43	UL .54
Monticello	Monticello Library/San Juan County	DL 155.3	UL 229.9
Blanding	Blanding Library/San Juan County	DL 78.0	UL 12.1
Bluff	Bluff Library/San Juan County	DL 18.7	UL 16.4
Montezuma Creek	Montezuma Creek Library/San Juan County	DL 28.4	UL 9.4

Project Budget

Description of equipment, software, installation etc.	Location of Installation (city or branch name)	Qty	Cost	Extended Cost
See quote/estimate attachment in next tab.				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Preparer Phone Number:	435 678 2335 - 495 587 2881
Mailing Address to mail ARPA inventory stickers:	Blanding Library 25 West 300 South Blanding, Utah 84511
Remittance Address for reimbursement:	Blanding Library 25 West 300 South Blanding, Utah 84511
From: Utah Education Network, 101 S Wasatch Blvd, Salt Lake City, UT 84112	

Important:

All equipment purchased with UEN 2024 Wi-Fi for Libraries Program funds must be operational by November 1, 2024
 Eligible expenses must be submitted between March 1 - November 1, 2024.
 Progress reports must be completed by the designated Library Project Manager every 2 weeks.
 Applicable state and local entity procurement laws must be followed.

Initial in the box below to demonstrate your agreement to each item to the right of the box:

- We have read, understand and agree to the documents in UEN 2024 Wi-Fi for Libraries Program Guidelines and FAQs.
- We have read, understand and agree to submit the UEN Property Accounting Form, completing columns C-M.
- We understand that in order to qualify for UEN 2024 Wi-Fi for Libraries Program funding reimbursement, UEN must be in receipt of this signed MOU within 30 days following plan approval. Upon completion of this MOU, designated representative(s) from your organization will be issued a login to *Wrike.
 *Wrike is a project management tool that will be provided at no charge to manage key milestones and to upload documentation for the UEN 2024 Wi-Fi for Libraries Program.
- We have read and understand that all equipment will be tagged with ARPA inventory stickers which will be provided by UEN. Equipment will be owned by the Library, and equipment will be inventoried according to your state/local guidelines and the attached UEN Property Accounting form identifying the assets purchased, serial number etc. needs to be completed and returned to UEN as part of the documentation required for reimbursement.
- We have read and understand the guidelines for submitting documents for reimbursement and agree to provide the items listed below in order to be reimbursed.

Reimbursement Packet Required Items

Description

Reimbursement Packet Required Items	Description
<input type="checkbox"/> Procurement Rules Summary	Provide an explanation of the procurement process for the library/organization and how procurement on a project related to ARPA is in compliance with the library/organization policies. Provide any relevant RFPs related to the procurement process for the project.
<input type="checkbox"/> Purchase Order	All purchase orders related to the project undertaken as part of the UEN 2024 Wi-Fi for Libraries Program will be provided.
<input type="checkbox"/> Invoice(s)	All invoices related to the project undertaken as part of the UEN 2024 Wi-Fi for Libraries Program will be provided.
<input type="checkbox"/> Packing Slip(s)	All packing slips for inventory/equipment received related to the project undertaken as part of the UEN 2024 Wi-Fi for Libraries Program will be provided.
<input type="checkbox"/> Tagged Inventory	Tagged inventory evidence for all inventory/equipment received related to the project undertaken as part of the UEN 2024 Wi-Fi for Libraries Program will be provided. (Please use the UEN Property Accounting Form to complete this item.)
<input type="checkbox"/> Installation of Inventory	Photo evidence of installed inventory/equipment received related to the project undertaken as part of the UEN 2024 Wi-Fi for Libraries Program will be provided.
<input type="checkbox"/> Voucher(s) for Payment and Posting	All payment vouchers related to the project undertaken as part of the UEN 2024 Wi-Fi for Libraries Program will be provided.

Application portion complete! The remaining items will be completed once your application has been approved.

Your organization has been approved as a recipient of UEN 2024 Wi-Fi for Libraries Program for:

Category	Amount
Wireless Improvements - Equipment	\$14,727.50
Wireless Improvements - Infrastructure (cabling, patch panels, etc. to support Wi-Fi equipment)	\$
Wireless Improvements - Software & Support (must support Wi-Fi equipment or management - maximum 5 years of support)	\$
Wireless Improvements - Installation (contracted labor to install Wi-Fi equipment)	\$11,563.51
Total:	\$26,291.01

We look forward to working with you and congratulate you on your award for the UEN 2024 Wi-Fi for Libraries Program!

UEN

Library Authorized Signer

Signature & Date

Signature & Date

Spencer Jenkins, CEO, Executive Director, UEN

Printed Name & Title

Commissioner Jamie Harvey & Fiscal Officer, Clerk Lyman Duncan

Printed Name & Title

Montezuma Creek Library	Quantity	Devices	Part Number	Price	Notes
Increased Installation expenses: \$940.87 Equipment Shipping Cost: \$13.75	1	Sonicwall TZ370 (3 Year)	02-SCC-6823	\$ 1,379.70	
	1	Cloud Key	UCK-G2-Plus	\$ 199.00	
	1	Cloud Key Rack	CKG2-RM	\$ 99.00	
	1	U7 Pro AP	U7-Pro	\$ 189.00	
	1	U6 Mesh (Outdoor)	U6-Mesh	\$ 179.00	
	1	Standard 16 POE Switch	USW-16-PoE	\$ 299.00	
	2	Ultra Switch	USW-Ultra	\$ 258.00	
	8	Tecserv Labor	8 hours (\$150 per hour)	\$ 1,200.00	
			Total	\$ 4,757.32	
Monticello Library					
Increased Installation expenses: \$1,840.88 Equipment Shipping Cost: \$13.75	1	Sonicwall TZ370 (3 Year)	02-SCC-6823	\$ 1,379.70	
	1	Cloud Key	UCK-G2-Plus	\$ 199.00	
	1	Cloud Key Rack	CKG2-RM	\$ 99.00	
	2	U7 Pro AP	U7-Pro	\$ 378.00	
	1	U6 Mesh (Outdoor)	U6-Mesh	\$ 179.00	
	1	Enterprise 24 PoE	USW-Enterprise	\$ 799.00	
	3	Ultra Switch	USW-Ultra	\$ 387.00	
	8	Tecserv Labor	8 hours (\$150 per hour)	\$ 1,200.00	
			Total	\$ 6,475.33	
La Sal Library					
Increased Installation expenses: \$940.88 Equipment Shipping Cost: \$13.75	1	Sonicwall TZ370 (3 Year)	02-SCC-6823	\$ 1,379.70	
	1	Cloud Key	UCK-G2-Plus	\$ 199.00	
	1	Cloud Key Rack	CKG2-RM	\$ 99.00	
	1	U7 Pro AP	U7-Pro	\$ 189.00	
	1	Enterprise 8 PoE	USW-Enterprise-8-PoE	\$ 479.00	
	8	Tecserv Labor	8 hours (\$150 per hour)	\$ 1,200.00	
				Total	\$ 4,500.33
Bluff Library					
Increased Installation expenses: \$940.88 Equipment Shipping Cost: \$13.75	1	Sonicwall TZ370 (3 Year)	02-SCC-6823	\$ 1,379.70	
	1	Cloud Key	UCK-G2-Plus	\$ 199.00	
	1	Cloud Key Rack	CKG2-RM	\$ 99.00	
	1	U7 Pro AP	U7-Pro	\$ 189.00	
	1	U6 Mesh (Outdoor)	U6-Mesh	\$ 179.00	
	1	Enterprise 8 PoE	USW-Enterprise-8-PoE	\$ 479.00	
	8	Tecserv Labor	8 hours (\$150 per hour)	\$ 1,200.00	
			Total	\$ 4,679.33	
Blanding Library					
Increased Installation expenses: \$900.00 Equipment Shipping Cost: \$100.00	1	Sonicwall TZ370 (3 Year)	02-SCC-6823	\$ 1,379.70	
	1	Cloud Key	UCK-G2-Plus	\$ 199.00	
	1	Cloud Key Rack	CKG2-RM	\$ 99.00	
	2	U7 Pro AP	U7-Pro	\$ 378.00	
	1	U6 Mesh (Outdoor)	U6-Mesh	\$ 179.00	

1 Enterprise 24 PoE	USW-Enterprise	\$ 799.00	
5 Ultra Switch	USW-Ultra	\$ 645.00	
8 Tecserv Labor	8 hours (\$150 per hour)	\$ 1,200.00	
	Total		\$ 5,878.70

\$26,291.01



SAN JUAN COUNTY COMMISSION

Item 6.

Jamie Harvey	Chairman
Silvia Stubbs	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

September 17, 2024

Ben Musselman, Agency Manager
Grand Water & Sewer Service Agency
3025 East Spanish Trail Road
Moab, Utah 84532

Dear Ben,

We are writing to express our strong support for the Grand Water & Sewer Service Agency's application to the Bureau of Reclamation for funding through the Upper Colorado River Basin System Conservation and Efficiency Program. The proposed project to develop a diversion point in the Colorado River has the potential to significantly benefit the Matheson Wetlands as well as the residents of the Moab Valley.

The environmental benefits of this project are substantial. By enabling the flow of water over and through the Matheson Wetlands, the project will provide essential hydration for the diverse wildlife that inhabits the region, fostering biodiversity, and preserving the ecological health of this valuable area. In addition, this project will help recharge the natural springs critical to the wetlands' sustainability.

Moreover, the implementation of this project has promising implications for water conservation efforts. Utilizing the water source for irrigation and outdoor landscape purposes will contribute significantly to the conservation of the Valley Fill and Glen Canyon Group Aquifers, which are vital water resources for our community. Additionally, the potential to pump water to Ken's Lake can create further opportunities for recharge at various locations within the Moab Valley, promoting a more sustainable water management strategy.

We believe that this initiative aligns perfectly with our shared goals of resource conservation, environmental stewardship, and community benefit. Therefore, we strongly encourage the Bureau of Reclamation to provide the necessary funding to support the Grand Water & Sewer Service Agency's endeavor.

Thank you for considering our support for this important project. We look forward to the positive impact that this initiative will have on both the Matheson Wetlands ecosystem and the community of Moab Valley as a whole.

Item 6.

Sincerely,

Jamie Harvey, Commission Chair
San Juan County Commission



COMMISSION STAFF REPORT

MEETING DATE: September 17, 2024

ITEM TITLE, PRESENTER:

RECOMMENDATION: EnterTextHere

SUMMARY

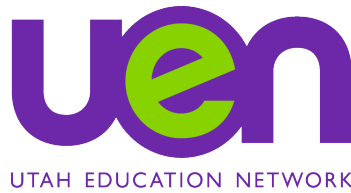
In order to have an opportunity to be a part of a competitive grant, San Juan County Library system needs to submit a Pre-application and Letter of Commitment in which we would be agreeing to participate in this Digital Equity Competitive Grant if Utah Education and Telehealth Network (UETN) is successful in their bid for funds through the National Telecommunications and Information Administration (NTIA). If UETN is successful and the Library System is awarded the grant after a final application, this would support the needed improvements of digital tools for public use and trainings for staff. Digital tools would include patron computers and licensing for software, copiers and printers, children's learning devices, and laptops for patron use for all library branches in need. This would also cover all installation expenses. If UETN is successful and we are approved after our final application, the grant funding would open around April/May of 2025 and projects would begin and most projects completed by December of 2025.

HISTORY/PAST ACTION

We have received grants from UEN/UETN in the past.

FISCAL IMPACT

If awarded, this would be a reimbursement grant. Amount of funding approved is unknown at this stage but could be as much as \$75,000.00 or more for equipment, software, and IT installation expenses.



Utah Education and Telehealth Network (UETN) 2024 Digital Opportunity Initiative (NTIA-DECGP-2024)

Pre-Application and Letter of Commitment Instructions

Roles and Responsibilities

The Utah Education Network is part of the Utah Education and Telehealth Network (UETN), Utah’s broadband provider for education and telehealth. UETN will be applying for the federal Digital Equity Competitive Grant funded through the National Telecommunications and Information Administration (NTIA) in late September. We will submit a bid requesting funds that support public libraries as community anchor institutions to improve digital tools and trainings throughout the state. All state public libraries are eligible to participate in this opportunity. To generate an accurate funding request, we need to know what our public libraries need to improve digital tools in their communities. We are asking you to respond to this form and provide a letter of commitment to participate in the application process if our funding request is successful. The letter of commitment is a required element of the NTIA application.

Pre-Application Instructions

The first part of this form is the pre-application section. Use rows 24-59 to define your needs to support digital access and opportunity in your community. (If you need more space, you can attach an additional page.) In the first table, we have listed several improvements that we expect to be approved expenses under the grant. You can select items from this list to populate the second table; you can also include items you know your library needs to improve digital access and opportunity even if we did not include them in our list. The expenses must show a clear benefit to library patrons.

Keep this language from the grant in mind: **"The goal of the Digital Equity Competitive Grant Program is to fund initiatives that ensure communities have the access and skills to fully participate in the digital world, regardless of their background or circumstances."** "Communities" in this context means individuals or groups of people who typically lack access to technology for various reasons; those communities include aging individuals, rural populations, veterans, individuals with low levels of literacy, individuals with a language barrier, individuals with disabilities, and individuals who live in low-income households.

As you fill out your wish list of improvements, remember that we may not be able to get funds for every request, but **we cannot get funds for a project unless you request it.** If you think an improvement will add value for your patrons, include it in the list. We are hopeful that UETN will receive funding under this grant, but we don't know what amount we will receive. You will still have to go through an application process to determine exact expenses and budget once UETN receives funding. We will strive to balance the needs of all applicants under this grant.

Letter of Commitment Instructions

The second part of this form is the Letter of Commitment. Please read all the language in that section carefully. The authorized representative from your library or system should sign at the bottom of the form. **If you sign the Letter of Commitment, you are agreeing to participate in the program by submitting a funding application if UETN is successful in receiving funding.** If we are successful, final budgets and expenses will be determined based on the amount received and the needs of all stakeholders.

Suggested Digital Improvements

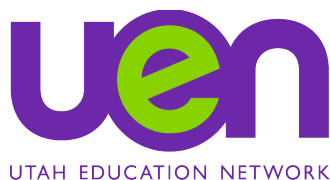
Name of Potential Improvement	
Computer center upgrades	New or upgraded computer centers and other devices that don't leave the library but are accessible to patrons for their use. These devices can include new or upgraded computers, printers, 3D printers, virtual reality headsets and controllers, and other devices that may be too costly to permit outside lending but provide value to patrons on site.
Device lending equipment	A collection or collections of devices that can be checked out to patrons for use outside the library. Devices can include laptops, Chromebooks, e-readers, tablets, or any other type of device that will improve digital opportunities.
Private digital spaces	Space within the library that accommodates individual needs where privacy is paramount, such as telehealth visits, podcasting, and job interviews. An existing space can be modified with constructed barriers and appropriate equipment.
Videoconferencing rooms	Space within the library that accommodates videoconferencing in the room; for example, the space could allow learners to participate in courses taught off-site. An existing space can be modified to be a videoconferencing room with appropriate equipment.

Please return this completed form to kiera@uen.org by end of day Sept 16, 2024.

We anticipate incorporating professional development for librarians into this program. These courses would occur at various phases of the four-year project. What type of professional development would be most beneficial for your team for both their benefit and the benefit of patrons? (e.g., Google Docs, Microsoft 365, Scrible, research using Utah's Online Library, information and digital literacy, AI tools, podcasting)

Is there a specific format you would prefer (online, on-demand, in-person) or time commitment (shorter courses, longer courses that are on demand)? Please provide as much detail as possible.

Are you willing to commit staff time to allow librarians to participate in the trainings? What would be a reasonable amount of time (number of training hours, number of credits)? Keep in mind that this is over a four-year period.



Letter of Commitment for UETN 2024 Utah Digital Opportunity Initiative

Organization Name:	San Juan County Library System
Unique Entity Identifier (UEI):	WCVABP2FEVA2
Authorized Person Name & Title:	Jamie Harvey, Commissioner Chairperson
Authorized Person Email & Phone Number:	jharvey@sanjuancounty.org, 435 587 3223 or cell 928 864 8665
Project Manager Name & Title:	Nicole Perkins, Library Director
Project Manager Email & Phone Number:	nperkins@sanjuancounty.org, 435 678 2335 or cell 435 485 0214
From: Utah Education and Telehealth Network, 101 S Wasatch Blvd, Salt Lake City, UT 84112	

We are writing to confirm our commitment to partnering as a subgrantee for the National Telecommunications and Information Administration (NTIA) Digital Equity Competitive Grant that will be administered by the Utah Education and Telehealth Network (UETN). This grant aims to enhance digital access and equity through the acquisition of essential equipment and software for computing centers and the lending of devices, such as laptops, at public libraries. If funded, UETN commits to keeping its subgrantees informed of project and activity progress.

Our organization recognizes the vital role that partnering with UETN will play in this initiative and is dedicated to supporting your efforts in achieving the goals outlined in the grant proposal. We are committed to providing the necessary resources and support to ensure the success of this project.

We believe that this project will make a significant difference in expanding digital access and equity within our community. We are enthusiastic about our collaboration and are fully committed to supporting UETN in achieving our shared objectives by:

- Submitting a formal grant request
- Following all federal, state, and local grant and procurement rules associated with the funding
- Submitting proper documentation for reimbursements including, but not limited to, purchase orders, invoices, packing slips, property accounting, proof of installation, and proof of payments
- Adhering to five-year reporting requirements, which will include regular progress reports

By signing this Letter of Commitment, we agree to participate in the program by submitting a funding application if UETN is successful in receiving funding through NTIA. We understand and acknowledge that no funding is guaranteed and that we may receive only a portion of what we've requested or may not receive funding at all. Final budgets and expenses will be determined based on the amount received, if any, and the cumulative needs of all stakeholders.

We look forward to a successful partnership.

UETN Authorized Representative

Library Authorized Representative

Signature	Date	Signature	Date
Spencer Jenkins, CEO			
Printed Name & Title		Printed Name & Title	



COMMISSION STAFF REPORT

MEETING DATE: September 17, 2024

ITEM TITLE, PRESENTER: San Juan Children's Justice Center Advisory Board By-laws

RECOMMENDATION: Approve the SJCJC Advisory Board By-laws

SUMMARY

A commission has already reviewed and approved the by-laws, however, there was a change that was discussed in that commission meeting, on August 8, 2024, which included changing the wording to include the commission would review Advisory Board By-Law changes for final approval. The changes added to the by-laws are shown in blue below (also see attached document).

ARTICLE VII – CHANGE OF BY-LAWS

The By-Laws of the [Advisory](#) Board may be amended at any meeting of the Board by a quorum vote of the Board providing that an announcement is documented or contacted in the previous meeting's minutes to the effect that the By-Laws are going to be considered, and a copy of the proposed change(s) is/are sent out with the agenda. [Those changes shall then be presented to the commission for final approval.](#)

BY-LAWS OF THE SAN JUAN CHILDREN'S JUSTICE CENTER ADVISORY BOARD

ARTICLE 1 - NAME

The name of this organization is the San Juan Children's Justice Center Advisory Board.

ARTICLE II – PURPOSE AND AUTHORITY

Section 1. Purpose

The San Juan Children's Justice Center Advisory Board (the "Board") is established and organized for the purpose of advising and assisting the Children's Justice Center in the implementation of a comprehensive, multidisciplinary, non-profit, intergovernmental response to the abuse of children, including sexual abuse, physical abuse, and children who are witnesses to serious crime. The Board shall support the mission of the Children's Justice Center as set forth by the Utah Attorney General and statute.

ARTICLE III - MEMBERSHIP

Section 1. – Composition of the Board

The Board shall be composed of not less than thirteen (13) members from the county or area who are concerned about child abuse and are able to work in the interest of child abuse victims. It shall include, but not limited to, representatives of the following service providing agencies and organizations:

Per State Contract Requirement:

Maintain a local advisory board, with appointees and designees serving a term or terms as designated in the Boards by-laws; It is recommended that it be composed of the following people from the county or area:

1. Children's Justice Center Director.
2. San Juan County Attorney.
3. Representative or designee of the attorney general office.
4. San Juan County Sheriff or designee.
5. Blanding City Police Chief or designee.
6. San Juan County executive or designee.
7. Licensed nurse practitioner or physician.
8. Licensed mental health professional.
9. Criminal defense attorney.
10. At least four (4) members of the community at large, however, the state advisory board may authorize fewer members, although not less than two, if the local advisory board so requests.
 - a. The Chair of the Friend of San Juan County Children's Justice Center non-profit, or designee from the non-profit

- b. Local Health care professionals who can share insights about maltreatment observed in their medical practice.
 - c. School Resource Officer.
 - d. Parent Representative
11. Guardian ad litem or representative of the Office of Guardian Ad Litem, designated by the director.
12. Representative of the Division of Child and Family Services within the Department of Health and Human Services, designated by the employee of the division who has supervisory responsibility for the county served by the center.
13. Members of the Board may also include:
- a. Superintendent of the San Juan County School District or designee.
 - b. Therapist/Health Care of the Utah Navajo Health systems
 - c. Sexual Assault Response Team/Domestic Violence Coordinator or designee.
 - d. Community Member
 - e. City(ies) Manager(s) or assigned designee
 - f. Commissioner – Ex-officio

The Board members who serve due to public office who are listed in sections 1 through 6 above shall nominate the remaining members who are listed in Sections 10 and 13

The local advisory board does not supersede the authority of the contracting county

Section 2 – Appointment and Terms

The members on the Board who serve ex officio due to public office as provided in Article III Section 1(2) through (6), shall nominate the remaining members, and at the acceptance of the County Commission. Board members and/or designees shall serve a term, or terms as designated in the by-laws of the local advisory board.

The members on the Board shall select a chair and vice chair of the Board.

Elected or Appointed Terms: A term shall be two years with a reappointment of one additional term if agreed upon by the Board. Those serving in a slot representing government agencies may serve unlimited terms.

Section 3 – Resignation/Termination

If the services of a representative of a public or private agency/organization are terminated or a representative is unable to serve, the Nominating Committee (members 1-6) shall recommend a replacement as stated in Article III (2).

ARTICLE IV - OFFICERS

Section 1 – Composition

The Officers of the Board shall be the Chairperson and Vice-Chairperson.

Section 2 – Election and Duties

The Chairperson shall be elected at the bi-annual meeting of the Board and may serve in the position for not more than three consecutive two-year terms. A term shall be defined as more than one-half of the elected term. Duties of the Chairperson shall be: Call and preside at all meetings of the Board, provide leadership for the Board and work closely with the Director of the Children's Justice Center.

The Vice Chairperson shall be elected at the bi-annual Board meeting and may serve in this position for not more than three two -year terms. A term is defined as more than one-half of the elected term. The Vice-Chairperson shall act as Chairperson in the absence of the Chairperson and, when so acting, have all the powers and authority of the Chairperson.

Section 3 – Staff to the Children's Justice Center Advisory Board

The County Attorney Office staff shall prepare or cause to be prepared a record of all meetings of the Board, shall maintain a roster of attendance by Board members, shall prepare notices of meeting and prepare correspondent when necessary.

The Director of the Children's Justice Center shall be responsible for:

- All records belonging to/or associated with the Board.
- Meeting with the Executive Committee when called.
- When necessary, perform fact-finding, analysis and reporting tasks as requested:
- Act as liaison with professional child abuse service providers: and
- Perform such other duties as usually pertain to this position.

Section 4 - Vacancies

Any vacancies in an elective office of the Board shall be filled through appointment by the Nominating Committee until the next regular election.

ARITICLE V – MEETINGS

Section 1 – Quorum

A quorum shall consist of those in attendance at regularly scheduled meetings providing there are at least eight voting members present.

Section 2 – Voting

All members of the Board, except ex-officio members, are entitled to vote.

Section 3 – Time and Place

Unless changed by resolution, the Board shall meet quarterly on the first Thursday of January, April, July and October.

Section 4 – Special Meetings

Any Board Officer, with the support of any three members of the Board may call for special meetings as may be necessary to carry out the purpose and functions of the Board.

Section 5 – Rules of Order

All meetings of the Board shall be conducted according to Robert's Rules of Order.

Section 6 – Attendance

After any member of the Board having three unexcused absences, or consecutive absences from a regularly scheduled Board meeting, the Board will have the privilege of reviewing the excused and unexcused absences, and after notification of the member, will have the power to drop the member from the Board.

ARTICLE VI - COMMITTEES

Section 1 – Executive Committee

There shall be an Executive Committee consisting of the Chairperson, Vice Chairperson and two additional members at large nominated and elected by the Board and shall serve for a period of two years, which can be renewed for two additional terms. The Director of the Children's Justice Center shall serve as staff to the Executive Committee. The duties of the Executive Committee shall be to provide leadership and to act for the Board between meetings when necessary. The secretary will record the minutes of the meeting.

Section 2 – Standing Committees

Nominating Committee

Members are those who serve in public office as provided in Article 3 Section 1, (2), (3), (4), (5), (6) of the Board By-Laws. Those members shall nominate the remaining members of the Board who shall be approved by the County Commission

Slate

When said slate is presented in a duly called meeting, additional nomination(s) for each office will be accepted from members in attendance.

The Chairperson, with approval of the Board, or the Board on its own motion, may appoint such other committees as may be necessary to carry out the purpose and functions of the Board.

Section 3 – Ad Hoc

Ad Hoc Committees

May be appointed as necessary by the Chairperson or the Executive Committee. The Chairperson of the Ad Hoc Committee shall be a member of the Children’s Justice Center Advisory Board. Membership. The Ad Hoc Committee is not restricted to Board members.

ARITICLE VII – CHANGE OF BY-LAWS

The By-Laws of the Advisory Board may be amended at any meeting of the Board by a quorum vote of the Board providing that an announcement is documented or contacted in the previous meeting’s minutes to the effect that the By-Laws are going to be considered, and a copy of the proposed change(s) is/are sent out with the agenda. Those changes shall then be presented to the commission for final approval.

We, the undersigned San Juan County Children's Justice Center Advisory Board Chair and Vice Chair hereby accept these by laws on behalf of the members of the Board following an affirmative vote by the Board at a regularly scheduled meeting of said Board. These by-laws shall govern the operations and actions of the Board until lawfully revised or revoked.

Dated this day, _____, 2024

Vote of Board to accept By-Laws

___ YAY ___ NAY

Signed: _____ Date: _____
Board Chair -

Signed: _____ Date: _____
Board Vice Chair –

Commission Approval

Vote of Commission to approve By-Laws

____ YAY ____ NAY

Signed: _____ Date: _____
Commission Chair -

Signed: _____ Date: _____
Commissioner

Signed: _____ Date: _____
Commissioner



COMMISSION STAFF REPORT

MEETING DATE: September 14, 2024

SUBMITTED BY: Lyman Duncan, Clerk/Auditor

TITLE: Consideration and Approval of the Equipment and Software Maintenance Purchase Contract between Pitney Bowes and San Juan County.

RECOMMENDATION: Approval

SUMMARY

The Lieutenant Governor's Office will pay 90% of the letter opener

HISTORY/PAST ACTION

Consideration and Approval

FISCAL IMPACT

Budget for 2024

Purchase Quote/Equipment and Software Maintenance

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Agreement Number

Your Business Information

Full Legal Name of Client / DBA Name of Client San Juan County	Tax ID # (FEIN/TIN) 876000305
---	----------------------------------

Sold-To: Address
117 S Main St, Monticello, UT, 84535-7866, US

Sold-To: Contact Name Lyman Duncan	Sold-To: Contact Phone # 4355874112	Sold-To: Account # 0018579510
---------------------------------------	--	----------------------------------

Bill-To: Address
117 S Main St, Monticello, UT, 84535-7866, US

Bill-To: Contact Name Lyman Duncan	Bill-To: Contact Phone # 4355874112	Bill-To: Account # 0018579510	Bill-To: Email lduncan@sanjuancounty.org
---------------------------------------	--	----------------------------------	---

Ship-To: Address
117 S Main St, Monticello, UT, 84535-7866, US

Ship-To: Contact Name Lyman Duncan	Ship-To: Contact Phone # 4355874112	Ship-To: Account # 0018579510
---------------------------------------	--	----------------------------------

PO #
.

Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	LETTEROPENERS	Letter Openers	PURCHASE	\$ 0.00
1	DLA3	Oration 210 W/Install & Training 120v	PURCHASE	\$ 4,803.62
1	STD SLA	Standard SLA-Equipment Service Agreement (for Letter Openers)	SLA	\$ 516.00

Purchase Total**	\$ 4,803.62
Monthly Total**	\$ 0.00
Annual Total**	\$ 516.00

***Plus applicable taxes which will be applied at the time of billing.*

Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
N/A	N/A	Equipment Maintenance	\$ 516.00

- Tax Exempt**
- Tax Exempt Certificate Attached
 - Tax Exempt Certificate Not Required
 - Purchase Power® transaction fees included
 - Purchase Power® transaction fees extra

Shipping and Handling \$ 0.00

Initial Term : 12 Months
***Plus applicable taxes which will be applied at the time of billing.*

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; AR3974
State/Entity's Contract #

Client Signature
Print Name
Title
Date
Email Address

Sales Information

Andrew Scott	andrew.scott@pb.com
Account Rep Name	Email Address

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023**

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
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**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
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SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • Fax (435) 637-8708

Item 10.

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
San Juan Mental Health/Substance
Abuse Special Service District
Blanding, Utah 84511

Opinions

We have audited the accompanying financial statements of the business-type activities of San Juan Mental Health/Substance Abuse Special Service District (a component unit of San Juan County) as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of San Juan Mental Health/Substance Abuse Special Service District as of December 31, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of San Juan Mental Health/Substance Abuse Special Service District and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Responsibilities of Management for the Financial Statements (continued)

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about San Juan Mental Health/Substance Abuse Special Service District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about San Juan Mental Health/Substance Abuse Special Service District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4-10 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 15, 2023, on our consideration of San Juan Mental Health/Substance Abuse Special Service District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering San Juan Mental Health/Substance Abuse Special Service District's internal control over financial reporting and compliance.

SMUIN RICH & MARSING



Price, Utah

June 15, 2023

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
MANAGEMENT’S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2023**

Our discussion and analysis of San Juan Mental Health\Substance Abuse Special Service District’s financial performance provides an overview of the District’s financial activities for the fiscal year ended December 31, 2022. All of the financial activity results from “business-type” activities.

FINANCIAL HIGHLIGHTS

- ❖ Total Revenues from business activities decreased to \$3,732,365 in 2023 from \$3,815,363 in 2022. A decrease of 2.18% in revenue for 2023 compared to an increase of 4.46% in 2022. (The decrease in revenue is related to a decrease in Medicaid revenue and loss of program funding.)
- ❖ Total business expenses increased to \$3,524,151 in 2023 from \$3,239,319 in 2022. An increase of 8.80% during 202,32 compared to an increase of 1.90% in 2022. (The increase in expenditures is related to sever factors, but mainly increases in salaries and wages. In 2023 the district hired additional therapists to become fully staffed.)
- ❖ Non-operating revenues and expenses for the District are comprised of Interest earnings and expenses. Interest earnings for 2023 totaled \$69,675 as compared to \$19,515 for 2022. The increase in earnings is mainly due to increases in rates of interest. Interest expense for 2023 totaled \$14,940 as compared to \$16,138 for 2022. Interest expense is calculated per schedule.
- ❖ Net position during 2023 increased by \$208,214 as compared to a \$576,044 increase for 2022. The large difference is due to the District’s decrease in revenues (2.18%) and an increase in expenses (8.80%) in 2023.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The financial reports: Statement of Net Position, Statement of Revenues, Expenses and Changes in Fund Net Position and Statement of Cash Flows, comprise pages 11-16. Governmental accounting practices that are standard and acceptable have been used and followed in the preparation of these reports. The purpose of the financial reports is to identify revenues and expenses resulting from business activities. The net income or (loss) from operations, adjusted for depreciation, identifies the need for further analysis of contracts and programs with their related expenses. Certain key financial ratios taken from the Statement of Net Position help identify financial strength and liquidity. Since the District is operated as an enterprise fund, there are no fund statements presented because all operations of the District are reported using the accrual method of accounting.

REPORTING THE DISTRICT BUSINESS OPERATIONS

Our analysis of the District as a whole begins on page 11. The key financial reports, prepared from our information by our independent auditors, provide the accounting from which schedules in this report have been created. The Statement of Net Position and Statement of Revenues, Expenses and Changes in Fund Net Position summarize the District's business operations for the year and provide a basis for assessing financial strengths and weaknesses. From these reports, trends are monitored, and budgets are prepared for future periods. These reports are prepared using the accrual accounting method, which is similar to the accounting methods used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received, or payment made.

In the Statement of Net Position and the Statement of Revenues, Expenses and Changes in Fund Net Position, the District shows all the activities in one fund.

- ❖ Business-type activities – The District charges Medicaid, contracts, insurances and patients for their individual care and treatments that are provided. Charges for these services are based on cost study reports and reimbursement rates that have been established by our contracts. We realize that a portion of our services are unrecoverable and written off, but we constantly monitor the services we provide and the subsequent collection for these services and evaluate what areas need to be improved. Although San Juan County funds are received, these funds are used to pay the required match for our Medicaid mental health and substance abuse contracts.

REPORTING THE DISTRICT'S SIGNIFICANT FUND

The District has only one fund, which accounts for the activity of the District. The entity-wide financial statements, which begin on page 11, provide detailed information about the operations of the District as a whole. The District's only fund is operated as an enterprise fund. Enterprise funds are reported using an accrual accounting method, which records expenses when they are incurred and records revenues when they are earned. The District does not have any governmental type funds.

THE DISTRICT AS A TRUSTEE

The District is a trustee. The District is responsible for other assets that because of a trust arrangement can be used only for the trust beneficiaries. All of the District's fiduciary activities are reported in a separate Statement of Fiduciary Net Position and Changes in Fiduciary Net Position on pages 17 and 18. We exclude these activities from the District's other financial statements because the District cannot use these assets to finance its operations. The District is responsible for ensuring that the assets reported in this fund are used for their intended purposes.

THE DISTRICT'S KEY FINANCIAL REPORTS

NET POSITION REPORT

	BUSINESS- TYPE ACTIVITIES 2023	BUSINESS- TYPE ACTIVITIES 2022
	<u>2023</u>	<u>2022</u>
ASSETS		
Current and other assets	\$ 2,232,224	\$ 1,999,706
Noncurrent assets	<u>2,571,815</u>	<u>3,023,108</u>
Total assets	<u>\$ 4,804,039</u>	<u>\$ 5,022,814</u>
Deferred outflows of resources	<u>\$ 324,445</u>	<u>\$ 268,160</u>
Total assets and deferred outflows of resources	<u>\$ 5,128,484</u>	<u>\$ 5,290,974</u>
LIABILITIES		
Current and other liabilities	\$ 282,581	\$ 233,202
Long-term liabilities	<u>970,727</u>	<u>842,885</u>
Total liabilities	<u>\$ 1,253,308</u>	<u>\$ 1,076,087</u>
Deferred inflows of resources	<u>\$ 8,843</u>	<u>\$ 556,768</u>
Total liabilities and deferred inflows of resources	<u>\$ 1,262,151</u>	<u>\$ 1,632,855</u>
NET POSITION		
Net investment in capital assets	\$ 1,793,954	\$ 1,822,322
Restricted	911,347	830,900
Unrestricted	<u>1,161,032</u>	<u>1,004,897</u>
Total net position	<u>\$ 3,866,333</u>	<u>\$ 3,658,119</u>

The net position total of the District for 2023 is \$3,866,333. *Unrestricted* net position – the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements – is \$1,161,032. The net position is used to finance the continuing operations of providing services to the mental health and substance abuse facility.

The District's Board adopted a resolution restricting retained earnings for ninety days of operational budget, funds for compensated absences and capital outlay, as well as the bond reserve requirements. The balance has changed from 2022 to 2023. An increase in the current year expenses, and capital outlay set aside have caused a different calculation needed for the reserved retained earnings.

A key financial ratio - the Current Ratio - is calculated by dividing current assets by current liabilities. This ratio is an indicator of liquidity and ability to pay current operational bills. The ratio for the year ending December 31, 2023, is 7.89 compared to 8.57 for 2022. The District's ratio indicates a high liquidity position even with the decrease during the current year.

	BUSINESS-TYPE ACTIVITIES 2023	BUSINESS-TYPE ACTIVITIES 2022
REVENUES		
Program Revenues:		
Charges for services	\$ 1,873,851	\$ 2,018,534
Grants and contributions	1,777,498	1,752,392
General Revenues:		
Interest income - not restricted	69,675	19,515
Other revenues	11,341	24,922
Total revenues	<u>\$ 3,732,365</u>	<u>\$ 3,815,363</u>
EXPENSES		
Program Expense:		
Salaries and fringe	\$ 1,969,076	\$ 1,680,834
Consulting\contract services	338,178	450,072
Materials and supplies	104,372	105,046
Utilities	41,902	39,442
Insurance	64,037	46,040
Depreciation	138,819	128,752
Repairs and maintenance	12,226	7,158
Medicaid match	436,370	439,850
Other	419,171	342,125
Total expenses	<u>\$ 3,524,151</u>	<u>\$ 3,239,319</u>
Change in net position	<u>\$ 208,214</u>	<u>\$ 576,044</u>
Net position - beginning	\$ 3,658,119	\$ 3,082,075
Net position - ending	<u>3,866,333</u>	<u>3,658,119</u>
Change in net position	<u>\$ 208,214</u>	<u>\$ 576,044</u>

The District's increase in net position is due to many factors, the main factors are as follows: The District had \$82,998 less in total revenues compared to the previous year. Despite this, the ability to continue to operate efficiently and provide the necessary services for the County continues to be the main goal and focus of the District. The District also experienced an increase in total expenses of \$284,832, which contributed to the overall change in net position. The District realizes that fluctuations will occur from year to year, and all need to work together to achieve our goals.

CASH SOURCES AND USES

	<u>2023</u>	<u>2022</u>
Beginning cash balance as of January 1,	\$ 1,709,962	\$ 1,160,180
Change in operating net position:	\$ 153,479	\$ 572,667
Depreciation (source of cash)	138,819	128,752
Accounts receivable increase (use of cash)	(7,570)	1,144
Due from other governments increase (use of cash)	(191,960)	136,649
Prepaid expenses increase (use of cash)	(48,972)	(2,026)
Net pension asset decrease (source of cash)	397,585	(397,585)
Deferred outflows of resources increase (use of cash)	(56,285)	(38,509)
Accounts payable decrease (use of cash)	(50,447)	21,972
Wages and payroll liabilities increase (source of cash)	7,119	10,793
Deferred revenue increase (source of cash)	92,551	
Net pension liability increase (source of cash)	128,386	(38,123)
Deferred inflows of resources decrease (use of cash)	(547,925)	269,833
Compensated absences increase (source of cash)	25,176	(36,873)
Interest income (source of cash)	69,675	19,515
Capital asset costs and debt payments (use of cash)	(125,615)	(98,427)
Total change in net assets	<u>\$ (15,984)</u>	<u>\$ 549,782</u>
Ending cash balance as of December 31,	<u>\$ 1,693,978</u>	<u>\$ 1,709,962</u>

Use of funds is controlled and authorized by the District's board of directors. The board of directors relies heavily on key personnel that are responsible for overseeing the day-to-day operations. The executive director and business manager are crucial to the supervising and monitoring of the mental health facility. The board reviews the monthly financial information, compares year to date expenses to budget and makes necessary suggestions and/or corrections. All major, capital expenditures are approved by the board of directors. The board of directors approves an annual operational budget and forwards it to the County Commission and also submits copies of the budget to the State Auditor as required by Utah State law.

BUSINESS ACTIVITIES AND PURPOSES

Revenues for the District are generated by providing services to clientele who meet the mental health, substance abuse, or other abuse criteria. Since the District has several grants and contracts, they are able to provide services for a broader spectrum of individuals. The District receives payments from several different sources. Funds come from Medicaid mental health and substance abuse, insurance companies, private individuals, federal and state grants and County match contributions. The District provides services to low-income individuals and the amount that they are required to pay depends on their income. A certain amount of these services is generally considered charity work or free care.

The objective and purpose of the District is to provide mental health and substance abuse facilities with responsible, well-trained professionals who can render assistance to individuals in San Juan County. As the need for these services continues to fluctuate, the District is striving to have in place sufficient personnel and facilities.

DEBT MANAGEMENT

As of December 31, 2023, the District had \$777,861 in capital leases payable. More detailed information about the District's long-term liabilities is presented in note 11 on page 38 of this report.

CAPITAL ASSETS

As of December 31, 2023, the District had net capital assets of \$2,571,815. The following table shows the balance of assets.

**Capital Assets at Year-end
(Net of Depreciation)
2023 and 2022**

	Business-Type Activities	
	2023	2022
Land	\$ 126,000	\$ 126,000
Work in process		
Buildings	2,279,068	2,361,145
Improvements	81,239	28,484
Equipment	85,508	109,894
Net capital assets	\$ 2,571,815	\$ 2,625,523

This year's major additions included: Improvement to Mexican Hat Building, Improvement to UNDC house in Montezuma Creek, and a new Dell server.

BUDGETARY HIGHLIGHTS

The 2023 budget was adopted for the current year on December 13, 2022. Since the District operates as an enterprise fund, it is only required to comply with the budget on an entity wide basis. The original budget submitted to the Utah State Auditor's Office was \$3,707,951 and there was no amended budget. After the auditor's adjustments, the actual expenditures amounted to \$3,524,151.

ECONOMIC FORECAST AND FUTURE BUDGET

San Juan Counseling continues to provide a return on the mental health investment that includes both cost avoidance and revenue generation. It is assumed that by improving the mental health of the residents of San Juan County, the costs associated with criminal and juvenile justice and law enforcement programs will be reduced, as well as state child welfare expenses, state, county and private homelessness allocations and general health care expenditures. Communities benefit as clients become healthy and productive citizens.

Through Medicaid capitation and recent Medicaid expansion, San Juan Counseling has been able to grow our services to clients. It has increased revenue and improved ability to provide services to residents of San Juan County. San Juan Counseling is fortunate to receive strong support from San Juan County. The County is committed to providing mental health and substance use disorder treatment and prevention services to their residents.

San Juan Counseling continues to work to increase services throughout the County. In 2023 San Juan Counseling increased services provided in local schools. San Juan Counseling also opened an additional part time site in Monticello. San Juan Counseling will continue to monitor opportunities for expansion throughout the whole County. In 2021, San Juan Counseling received funding to start a Mobile Crisis Response Team (MCOT). Additional services brought through the MCOT team have helped to increase services throughout the County. The MCOT funding is expected to continue.

San Juan Counseling will continue to provide the required services mandated by the local authority and operate within the projected budgets prepared for the local authority.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of San Juan Mental Health\Substance Abuse Special Service District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Business Administrator or Executive Director of San Juan Counseling at 735 S. 200 W. Suite 1, Blanding, Utah, 84511.

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2023**

BUSINESS-TYPE ACTIVITY
ENTERPRISE FUND

MENTAL HEALTH FACILITY

ASSETS AND DEFERRED OUTFLOWS OF RESOURCES

Current Assets:

Cash and cash equivalents	\$ 1,655,730
Cash and cash equivalents - restricted	38,248
Investment, at cost	1,575
Accounts receivable (net, after allowance)	16,668
Due from other governments	438,050
Prepaid expenses	81,953
	81,953

Total current assets \$ 2,232,224

Capital Assets: (net)

Land	\$ 126,000
Buildings	2,279,068
Improvements	81,239
Equipment	85,508
	85,508

Total noncurrent assets \$ 2,571,815

Deferred outflows of resources - related to pensions \$ 324,445

Total deferred outflows of resources \$ 324,445

Total assets and deferred outflows of resources \$ 5,128,484

"The accompanying notes are an integral part of this statement."

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2023

BUSINESS-TYPE ACTIVITY
ENTERPRISE FUND

MENTAL HEALTH FACILITY

LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION

Current liabilities:

Accounts payable	\$	8,691
Accrued wages payable		95,317
Payroll taxes payable		53,721
Accrued interest payable		6,581
Deferred revenue		92,551
Capital leases payable - Due within one year		<u>25,720</u>
 Total current liabilities	 \$	 <u>282,581</u>

Noncurrent liabilities:

Net pension liability	\$	128,386
Compensated absences		90,200
Capital leases payable - Due in more than one year		<u>752,141</u>
 Total noncurrent liabilities	 \$	 <u>970,727</u>

Deferred inflows of resources - related to pensions	\$	<u>8,843</u>
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Total deferred inflows of resources	\$	<u>8,843</u>
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Total liabilities and deferred inflows of resources	\$	<u>1,262,151</u>
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NET POSITION

Net Investment in capital assets	\$	1,793,954
Restricted for debt and capital outlay		911,347
Unrestricted		<u>1,161,032</u>
 Total net position	 \$	 <u>3,866,333</u>
 Total liabilities, deferred inflows of resources and net position	 \$	 <u>5,128,484</u>

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023**

	BUSINESS-TYPE ACTIVITY ENTERPRISE FUND
	MENTAL HEALTH FACILITY
Operating Revenues:	
Charge for services - Medicaid/Private pay/Other	\$ 1,873,851
Intergovernmental	1,777,498
Miscellaneous	11,341
Total operating revenue	\$ 3,662,690
Operating Expenses:	
Salaries and benefits	\$ 1,969,076
Subscriptions and memberships	2,008
Professional services	338,178
Travel	41,695
Office expense	12,755
Utilities	41,902
Operating supplies	104,372
Depreciation	138,819
Maintenance and operation	12,226
Training	22,044
Insurance	64,037
Board expenses	2,004
Food	26,329
Clinical material	294
Clinical medication	481
Communications	14,553
Vehicle expense	22,170
Hospitalization	124,390
Medicaid match	436,370
Bank charges	7,500
Mortgage/rent expense	24,365
Bad debt expense	15,649
Miscellaneous	87,994
Total operating expenses	\$ 3,509,211
Operating income (loss)	\$ 153,479

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF REVENUES, EXPENSES AND
CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023**

	BUSINESS-TYPE ACTIVITY ENTERPRISE FUND
	MENTAL HEALTH FACILITY
Non-operating Revenues (Expenses)	
Interest income	\$ 69,675
Debt interest/fees	<u>(14,940)</u>
Total non-operating revenues (expenses)	<u>\$ 54,735</u>
Change in net position	\$ 208,214
Total net position, January 1, 2023	<u>3,658,119</u>
Total net position, December 31, 2023	<u><u>\$ 3,866,333</u></u>

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF CASH FLOWS PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023**

Cash flows from operating activities:		
Cash received for services	\$ 1,866,281	
Cash payments to suppliers for goods and services	(1,500,735)	
Cash payments to employees for services	(2,015,020)	
Intergovernmental	1,678,089	
Other operating revenues	<u>11,341</u>	
Net cash provided (used) by operating activities		\$ 39,956
Cash flows from capital and related financing activities:		
Acquisition of capital assets	<u>\$ (85,112)</u>	
Net cash provided (used) by noncapital financing activities		(85,112)
Cash flows from investing and related financing activities:		
Principal paid on revenue bonds	\$ (25,340)	
Interest/fees paid on revenue bonds	<u>(15,163)</u>	
Net cash provided by capital and related financing activities		(40,503)
Cash flow from investing activities:		
Interest on investments received	<u>\$ 69,675</u>	
Net cash provided by investing activities		<u>69,675</u>
Net increase/(decrease) in cash and cash equivalents		\$ (15,984)
Cash and cash equivalents at January 1, 2023		<u>1,709,962</u>
Cash and cash equivalents at December 31, 2023		<u><u>\$ 1,693,978</u></u>

"The accompanying notes are an integral part of this statement."

SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
STATEMENT OF CASH FLOWS PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:

Operating income (loss)		\$ 153,479
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	\$ 138,819	
Change in assets and liabilities:		
(Increase)\Decrease in accounts receivable	(7,570)	
(Increase)\Decrease in due from other governments	(191,960)	
(Increase)\Decrease in prepaid expense	(48,972)	
(Increase)\Decrease in net pension asset	397,585	
(Increase)\Decrease in deferred outflows of resources	(56,285)	
Increase\Decrease in accounts payable	(50,447)	
Increase\Decrease in wages payable	4,588	
Increase\Decrease in accrued liabilities	2,531	
Increase\Decrease in deferred revenue	92,551	
Increase\Decrease in net pension liabilities	128,386	
Increase\Decrease in deferred inflows of resources	(547,925)	
Increase\Decrease in compensated absences	25,176	
Total adjustments		(113,523)
Net cash used by operating activities		\$ 39,956

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
DECEMBER 31, 2023**

	PRIVATE PURPOSE TRUST
<u>ASSETS</u>	
Cash and cash equivalents	\$ 14,886
Total assets	\$ 14,886
<u>LIABILITIES AND NET POSITION</u>	
Liabilities	
Total liabilities	\$...
Net position	
Held in trust	\$ 14,886
Total net position	\$ 14,886
Total liabilities and net position	\$ 14,886

"The notes to the financial statements are an integral part of this statement."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2023**

	<u>PRIVATE PURPOSE TRUST</u>
ADDITIONS/CONTRIBUTIONS:	
Social security administration	<u>\$ 134,563</u>
Total additions	<u>\$ 134,563</u>
DEDUCTIONS:	
Client expenses	<u>\$ 132,344</u>
Total deductions	<u>\$ 132,344</u>
Change in net position	<u>\$ 2,219</u>
NET POSITION - Beginning of the year	<u>\$ 12,667</u>
NET POSITION - End of the year	<u><u>\$ 14,886</u></u>

"The accompanying notes are an integral part of this statement."

**SAN JUAN MENTAL HEALTH\SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2023**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

San Juan Mental Health\Substance Abuse Special Service District was created as a special service district by the San Juan County Commissioners on April 1, 1997. The District is controlled by an Administrative Control Board, appointed by the County Commissioners under the authority of the provision of the Utah Special Service District Act, Chapter 17a, Title 2, Part 13, Utah Code Annotated, 1953, as amended, and Article XIV, Section 8 of the Constitution of Utah. The District is a component unit of San Juan County as defined by the Governmental Accounting Standards Board in their statement number 14 “The Financial Reporting Entity”. The Board's authority is derived from the County Commissioners, who has ultimate responsibility for the District.

The Board consists of five members, each of whom is a qualified elector of the District and who are appointed by the County Commissioners. The County Commissioners appoint county residents who are willing to serve as members. These appointed members are educated as to the needs of the Special Service District.

The primary purpose of the District is to oversee, administer and manage a County owned, mental health facility that is responsive to the needs of the residents, their families and the community at large, through a consistently high standard of care. The accounting policies of San Juan Mental Health\Substance Abuse Special Service District conform to generally accepted accounting principles as applicable to governments. The following is a summary of the more significant policies.

In June 1999, the Governmental Accounting Standards Board (GASB) unanimously approved Statement No. 34, Basic Financial Statements and Management’s Discussion and Analysis for State and Local Governments. Certain of the significant changes in the Statement include the following:

A Management’s Discussion and Analysis (MD&A) providing an analysis of the District’s overall financial position and results of operations.

This and other changes are reflected in the accompanying financial statements (including notes to financial statements).

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

A. Reporting Entity

All financial activities over which the District has oversight responsibility are included in this report. The basis for inclusion or exclusion of other entities in the District's financial statements was based on the criteria set forth in the Governmental Accounting Standards Board (GASB) pronouncements. The basic criteria for including an entity, a board, or an agency in this report is the existence and exercise of oversight responsibility; consideration has been given to financial interdependency, ability to designate management, ability to significantly influence operations, and accountability for fiscal matters. According to the above criteria, no other entities have been included in the District's financial statements.

B. Government-Wide Financial Statements

The government-wide financial statements consist of the statement of net position, the statement of revenues, expenses and changes in fund net position and the statement of cash flows. The District is considered a special-purpose government engaged only in business-type activities. It is classified as a proprietary fund type and operates as an enterprise fund. Enterprise funds are used to account for the operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that its costs to providing goods and services to the general public on a continuing basis, be financed or recovered primarily through user charges. The function of the District is to oversee, administer and manage a County owned, mental health facility that is responsive to the needs of the County. The financial statements of the District consist of an enterprise fund and a fiduciary fund, but no component units that are fiduciary in nature are included. The District reports the following fund types - Enterprise Fund and Private Purpose Trust (a fiduciary fund), which accounts for the protective payee funds (assets) that are held by the District as an agent for these protective payees and administers financial resources to them as they are needed and obligated.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Therefore, revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred, if measurable.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first then unrestricted resources, as they are needed.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Cont.)

Amounts reported as charges for services include all charges for all types of services charged to Medicaid, third party and private pay. Amounts reported as grants and County contributions for contract matching are accounted for as intergovernmental revenue. Miscellaneous items are considered uncategorized as to specific type.

The District distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with the District’s principal ongoing operations. The principal operating revenues of the District are charges to patients for mental health services. Operating expenses for the District include administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

D. Capital Assets

Capital assets, which include, land, buildings, improvements and equipment are reported in the government-wide financial statements. Capital assets are defined by the District, as an asset with an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at their estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. The District adopted a capitalization threshold in the amount of \$5,000.

Buildings, improvements and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	30
Improvements	10 – 15
Equipment	5 – 12

E. Budget and Budgetary Accounting

The District follows the budgetary practices and procedures required by State law. These requirements are summarized as follows:

1. A formal budget is adopted by the District.
2. The budget is a complete financial plan that identifies all estimated revenues and all appropriations for expenditures for the year. In accordance with State law, all appropriations lapse at the end of the budget year; accordingly, no encumbrances are recorded. As its option, the District may permit its expenditure accounts to remain open for a period of 30 days after the close of its fiscal year for the payment of approved invoices for goods received or services rendered prior to the close of the fiscal year.

1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

E. Budget and Budgetary Accounting (Continued)

3. The District's Manager prepares a tentative budget and submits it for review with the Administrative Control Board.
4. The tentative budget is a public record and is available for public inspection for at least ten days prior to public hearings held to consider adoption of the budget.
5. Notice of the scheduled public hearings is published at least ten days prior to the meetings.
6. The District presents the tentatively adopted budget to the public in a public hearing. Members of the public may comment on the budget and recommend changes to the Administrative Control Board.
7. The Administrative Control Board considers the comments made by the public and makes final adjustments to the budget.
8. By December 15th, the Administrative Control Board adopts the budget by resolution. A copy of the budget is certified by the Administrative Control Board Secretary and is filed with the State Auditor within 30 days of adoption. A certified copy of the budget is available for public inspection.
9. The budget may be amended to reflect changes in circumstances that occur during the year. Budgets may be increased by resolution of the Board at any time during the year.
10. Under Utah Code, the District's budget establishes maximum legal authorization for expenditures during the fiscal year. The District's Manager shall certify as appropriate that a claim has been pre-audited, documented, and approved by the Board, and does not over expend the appropriate budget established by the Board. Expenditures are not to exceed the budget amounts, including revisions, except as allowed by the Code for certain events.

F. Deposits and Investments

Public funds held by San Juan Mental Health\Substance Abuse Special Service District may be deposited or invested only in instruments listed below and meet objectives outlined by State statutes, including: (a) safety of principal, (b) need for liquidity and (c) yield on investment.

Qualified investments:

- 1) Negotiable or non-negotiable deposits of qualified depositories.
- 2) Repurchase agreements with qualified depositories or primary reporting dealers.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Deposits and Investments(Continued)

Qualified investments (continued):

- 3) Commercial paper rated P-1 by Moody's Investment Services or A-1 by Standard & Poor's, Inc., having a remaining term to maturity of 270 days or less.
- 4) Banker's acceptances eligible for discount at a Federal Reserve bank, with a remaining term to maturity of 270 days or fewer.
- 5) Other negotiable deposits of \$100,000 or more.
- 6) Obligations of the U.S. Treasury, including Treasury bills, notes, and bonds with a remaining term to final maturity of five years or less.
- 7) Obligations issued or guaranteed by certain agencies or instrumentalities of the United States, such as the Federal Farm Credit Banks, Federal Home Loan Banks, and others, with a remaining term to final maturity of five years or less.
- 8) Tax anticipation and general obligation bonds of state and local governmental units with a remaining term to final maturity of five years or less.
- 9) Various other loans in accordance with Section 51-7-17 of the Utah Code Annotated 1953.

G. Cash and Cash Equivalents

For purposes of the statement of cash flows, San Juan Mental Health\Substance Abuse Special Service District considers all highly liquid investments (including restricted assets) with a maturity of six months or less when purchased to be cash equivalents. All amounts reported on the balance sheet as cash and investments would be considered cash equivalents.

H. Accounting Method

The full accrual method of accounting is being used. Under the accrual method of accounting, revenues are recognized when they are earned, and expenses are recorded when they are incurred.

1. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

I. **Accumulated Unpaid Vacation and Sick Leave (Compensated Absences)**

The District has vacation and sick leave policies, which determine an employee's vacation and sick leave based on the length of time of employment. The district will pay sick leave based on the following two options: election by the employee to use the cash value of the accumulated sick leave to provide premium payments for health insurance or election by the employee to cash out accumulated sick leave at a 33 1/3 percent of the accumulated sick leave. Both options are at the prevailing hourly rate at the time of retirement. One hundred percent of the vacation hours will be paid at the prevailing hourly rate at the time of retirement. The amount carried in the financial statements consists of vacation and sick leave hours accrued at year-end, at the prevailing rate of pay.

J. **Deferred Outflows/Inflows of Resources**

In addition to assets, financial statements will sometimes report a separate section for *deferred outflows or inflow of resources*. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and will *not* be recognized as an inflow of resources (revenue) until that time.

K. **Pensions**

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) including additions to and deductions from URS's fiduciary net position, have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

2. **ACCOUNTS RECEIVABLE**

Accounts receivable include the accrued amounts for private pay, third party insurance and other miscellaneous accounts. For the year ended December 31, 2023, an allowance for doubtful accounts of \$14,504 has been recorded against the accounts receivable balance of \$31,172.

3. **BUDGET VARIANCE**

During the year ended December 31, 2023, the District did not overspend their budget in the Enterprise Fund.

4. DEPOSITS AND INVESTMENTS

The District's policy is to follow the requirements of the Utah Money Management Act (Utah Code Annotated 1953, Section 51, Chapter 7) (the Act) in handling its depository and investment transactions. The Act creates the Utah Money Management Council (the "Council"), a five-member body, appointed by the Governor of the State, which exercises oversight of public deposits and investments.

The District maintains a cash pool that is used by the Enterprise fund. All cash and PTIF investments are displayed on the Balance Sheet cash and cash equivalents.

Custodial Credit Risk-Deposits

Custodial credit risk is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's deposits are insured up to \$250,000, per account by the Federal Deposit Insurance Corporation. Uninsured deposits are not collateralized nor are they required to be by State statute. At December 31, 2023, the bank balance of the District's deposits was \$355,301 of which Federal Deposit Insurance Corporation covers \$250,000. The deposits in the bank in excess of the insured amount are uninsured and uncollateralized by \$105,301.

Investments

The State of Utah Money Management Council has the responsibility to advise the State Treasurer about investment policies, promote measures and rules that will assist in strengthening the banking and credit structure of the state, and review the rules adopted under the authority of the State of Utah Money Management Act that relate to the deposit and investment public funds.

The District follows the requirements of the Utah Money Management Act (Utah Code, Title 51, Chapter 7) in handling its depository and investment transactions. The Act requires the depositing of the District's funds in a qualified depository. The Act defines a qualified depository as any financial institution whose deposits are insured by an agency of the Federal Government and which has been certified by the State Commissioner of Financial Institutions as meeting the requirements of the Act and adhering to the rules of the Utah Money Management Council.

The Money Management Act defines the types of securities authorized as appropriate investments for the District's funds and the conditions for making investment transactions. Investment transactions may be conducted only through qualified depositories, certified dealers, or directly with issuers of the investment securities.

Statutes authorize the District to invest in negotiable or nonnegotiable deposits of qualified depositories and permitted negotiable depositories; repurchase and reverse repurchase agreements; commercial paper that is classified as "first tier" by two nationally recognized statistical rating organizations; bankers' acceptances; obligations of the United States Treasury including bills, notes, and bonds; obligations, other than mortgage derivative products, issued by U.S. government sponsored enterprises (U.S. Agencies) such as the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae); bonds, notes, and other evidence of indebtedness of political subdivisions of the State; fixed rate corporate obligations and variable rate securities rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations; shares of certificates in a money market mutual fund as defined in the money Management Act; and the Utah State Public Treasurers' Investment Fund.

4. DEPOSITS AND INVESTMENTS (Continued)

The Utah State Treasurer's Office operates the Public Treasurers' Investment Fund (PTIF). The PTIF is available for investment of funds administered by any Utah public treasurer and is not registered with SEC as an investment company. The PTIF is authorized and regulated by the Money Management Act (Utah Code, Title 51, Chapter 7). The Act established the Money Management Council which oversees the activities of the State Treasurer and the PTIF and details the types of authorized investments. Deposits in the PTIF are not insured or otherwise guaranteed by the State of Utah, and participants share proportionally in any realized gains or losses on investments.

Custodial Credit Risk-Deposits (continued)

The PTIF operates and reports to participants on an amortized cost basis. The income, gains, and losses of the PTIF, net of administration fees, are allocated based upon the participant's average daily balance. The fair value of the PTIF investment pool is approximately equal to the value of the pool shares.

Fair Value of Investments

The District measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- Level 1 Quoted prices for identical investments in active markets;
- Level 2 Observable inputs other than quoted market prices; and
- Level 3 Unobservable inputs.

At December 31, 2023, the District had the following recurring fair value measurements.

	12/31/2023	Fair Value Measurements Using		
		Less Level 1	Level 2	Level 3
<u>Investments by fair value level</u>				
<u>Debt Securities</u>				
Stock in Health Risk Group	\$ 1,575			\$ 1,575
Utah Public Treasurers' Investment Fund	1,376,928		\$ 1,376,928	
Total investments	<u>\$ 1,378,503</u>	<u>\$...</u>	<u>\$ 1,376,928</u>	<u>\$ 1,575</u>

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities. Debt and equity securities classified in Level 2 are valued using the following approaches:

- U.S. Treasuries, U.S. Agencies, and Commercial Paper: quoted prices for identical securities in markets that are not active;
- Corporate and Municipal Bonds: quoted prices for similar securities in active markets;

4. DEPOSITS AND INVESTMENTS (Continued)

- Repurchase Agreements, Negotiable Certificates of Deposit, and Collateralized Debt Obligations: matrix pricing based on the securities' relationship to benchmark quoted prices;
- Money Market, Bond, and Equity Mutual Funds: published fair value per share (unit) for each fund;
- Utah Public Treasurers' investment Fund: application of the December 31, 2023 fair value factor, as calculated by the Utah State Treasurer, to the District's average daily balance in the Fund; and
- Donated Real Estate: recent appraisals of the real estate's value.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District's policy for managing its exposure to fair value loss arising from increasing interest rates is to comply with the State's Money Management Act. Section 51-7-11 of the Money Management Act requires that the remaining term to maturity of investments may not exceed the period of availability of the funds to be invested. The Act further limits the remaining term to maturity on all investments in commercial paper, bankers' acceptances, fixed rate negotiable deposits, and fixed rate corporate obligations to 270 days – 15 months or less. The Act further limits the remaining term to maturity on all investments in obligations of the United States Treasury; obligations issued by U.S. government sponsored enterprises; and bonds, notes, and other evidence of indebtedness of political subdivisions of the State to 5 years. In addition, variable rate negotiable deposits and variable rate securities may not have a remaining term to final maturity exceeding 3 years.

As of December 31, 2023, the District's investments had the following maturities:

<u>Investment Type</u>	12/31/2023 Fair Value	Investment Maturities (in years)			
		Less Than 1	1-5	6-10	More Than 10
<u>Debt Securities</u>					
Stock in Health Risk Group	\$ 1,575	\$ 1,575			
Utah Public Treas. Invest. Fund	1,376,928	1,376,928			
Total investments	<u>\$ 1,378,503</u>	<u>\$ 1,378,503</u>	<u>\$...</u>	<u>\$...</u>	<u>\$...</u>

4. DEPOSITS AND INVESTMENTS (Continued)

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The District's policy for reducing its exposure to credit risk is to comply with the State's Money Management Act, as previously discussed.

At December 31, 2023, the District's investments had the following quality ratings:

<u>Investment Type</u>	<u>12/31/2023 Fair Value</u>	<u>Quality Rating</u>
<u>Debt Securities</u>		
Stock in Health Risk Group	\$ 1,575	Unrated
Utah Public Treas. Invest. Fund	1,376,928	Unrated
Total investments	<u>\$ 1,378,503</u>	

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The District's policy for reducing this risk of loss is to comply with the Rules of the Money Management Council. Rule 17 of the Money Management Council limits investments in a single issuer of commercial paper and corporate obligations to 5-10% depending upon the total dollar amount held in the portfolio.

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of a failure of the counterparty, the District will not be able to recover the value of the investment or collateral securities that are in the possession of an outside party. The District complies with the custody requirements of the Utah Money Management Act and Rules of the Money Management Council. All investment securities are required to be held by the public treasurer, in safekeeping by a bank or trust company, or in a book-entry-only record maintained by a securities depository, in the Federal Book Entry system or in the book-entry records of the issuer of the security in the name of the public entity. All investment securities are held in a qualified depository certified by the Commissioner of Financial Institutions as adhering to the rules of the Utah Money Management Council or in the book entry records of the issuer of the security.

The District's investments at December 31, 2023 were held by the District or in the District's name by the District's custodial banks with qualified depositories totaling \$1,376,928 where the underlying securities were uninsured and held by the investment's counterparty the Utah Public Treasurer's Investment Fund.

5. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2023 was as follows:

	<u>Balance 12-31-22</u>	<u>Additions</u>	<u>Contributions & Adjustments</u>	<u>Balance 12-31-23</u>
Business-type activities:				
Capital assets not being depreciated:				
Land	\$ 126,000			\$ 126,000
Work in process				
Total capital assets not being depreciated	<u>\$ 126,000</u>	<u>\$...</u>	<u>\$...</u>	<u>\$ 126,000</u>
Capital assets being depreciated:				
Buildings	\$ 2,902,303	\$ 15,000		\$ 2,917,303
Improvements	90,412	58,185		148,597
Equipment	456,344	11,926		468,270
Total capital assets being depreciated	<u>\$ 3,449,059</u>	<u>\$ 85,111</u>	<u>\$...</u>	<u>\$ 3,534,170</u>
Business-type activities:				
Less accumulated depreciation for:				
Buildings	\$ (541,158)	\$ (97,077)		\$ (638,235)
Improvements	(61,928)	(5,430)		(67,358)
Equipment	(346,450)	(36,312)		(382,762)
Total accumulated depreciation	<u>\$ (949,536)</u>	<u>\$ (138,819)</u>	<u>\$...</u>	<u>\$(1,088,355)</u>
Total capital assets, being depreciated, net	<u>\$ 2,499,523</u>	<u>\$ (53,708)</u>	<u>\$...</u>	<u>\$ 2,445,815</u>
Business-type activities capital assets, net	<u>\$ 2,625,523</u>	<u>\$ (53,708)</u>	<u>\$...</u>	<u>\$ 2,571,815</u>

6. INTERGOVERNMENTAL REVENUE

The District receives federal and state grants and matching funds from San Juan County. The revenue received is shown as operating revenues on the Statement of Revenues, Expenses and Changes in Fund Net Position. These funds are instrumental in the overall operations of the District and are used to enhance the services provided.

7. PENSION PLAN

General Information about the Pension Plan

Plan description: Eligible plan participants are provided with pensions through the Utah Retirement Systems. The Utah Retirement Systems are comprised of the following pension trust funds:

Defined Benefit Plans

- **Public Employees Noncontributory Retirement System (Noncontributory System)**; is a multiple employer, cost sharing, public employee retirement system.
- **Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System)**; is a multiple employer, cost sharing, public employees, retirement system.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Utah Retirement Systems, are members of the Tier 2 Retirement System.

Defined Benefit Plans (continued)

The Utah Retirement Systems (Systems) are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Board, whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. URS is a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms.

URS issues a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S, Salt Lake City, Utah 84102 or visiting the website: www.urs.org/general/publications.

7. **PENSION PLAN (continued)**

Summary of Benefits by System

Benefits provided: URS provides retirement, disability, and death benefits. Retirement benefits are as follows:

System	Final Average Salary	Years of service required and/or age eligible for benefit	Benefit percentage per year of service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.0% per year all years	Up to 4%
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.5% per year all years	Up to 2.5%

* Actuarial reductions are applied

** All post-retirement cost-of-living adjustments non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

Contributions Rate Summary:

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the URS Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability. Contribution rates as of December 31, 2023 are as follows:

7. **PENSION PLAN (continued)**

	<u>Employee Paid</u>	<u>Paid by Employer</u>	<u>Employer 401(k)</u>
Contributory System			
111 - Local Governmental Division Tier 2	N/A	16.01%	0.18%
Noncontributory System			
15 - Local Governmental Division Tier 1	N/A	17.97%	N/A
Tier 2 DC Only			
211 - Local Government	N/A	6.19%	10.00%

***Tier 2 rates include a statutory required contribution to finance the unfunded actuarial liability of the Tier 1 plans

For the fiscal year ended December 31, 2023, the employer and employee contributions to the System were as follows:

<u>System</u>	<u>Employer Contributions</u>	<u>Employee Contributions</u>
Noncontributory System	\$ 62,131	N/A
Tier 2 Public Employees System	98,915	
Tier 2 DC Only System	10,781	N/A
Total Contributions	<u>\$ 171,827</u>	<u>\$...</u>

Contributions reported are the URS Board approved required contributions by System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 System.

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Related to Pensions

At December 31, 2023, we reported a net pension asset of \$0 and a net pension liability of \$128,386.

	<u>(Measurement Date): December 31, 2022</u>				
	<u>Net Pension Asset</u>	<u>Net Pension Liability</u>	<u>Proportionate Share</u>	<u>Proportionate Share Dec. 31, 2021</u>	<u>Change (Decrease)</u>
Noncontributory System		\$ 101,612	0.0593270%	0.0675245%	-0.0081975%
Tier 2 Public Employees System		26,774	0.0245882%	0.0256710%	-0.0010828%
Total Net Pension Asset/Liability	<u>\$...</u>	<u>\$ 128,386</u>			

7. **PENSION PLAN (continued)**

The net pension asset and liability were measured as of December 31, 2022, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2022 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the System during the plan year.

For the year ended December 31, 2023, we recognized pension expense of \$93,257.

At December 31, 2023, we reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows</u> <u>Of Resources</u>	<u>Deferred Inflows</u> <u>Of Resources</u>
Differences between expected and actual experience	\$ 43,508	\$ 1,062
Changes in assumptions	25,345	474
Net difference between projected and actual earnings on pension plan investments	77,818	
Changes in proportion and differences between contributions and proportionate share of contributions	5,946	7,307
Contributions subsequent to the measurement date	<u>171,827</u>	
Total	<u>\$ 324,445</u>	<u>\$ 8,843</u>

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Related to Pensions (continued)

\$171,827 was reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ended December 31,</u>	<u>(Inflows) of Resources</u>
2023	\$ (17,208)
2024	4,090
2025	32,132
2026	112,748
2027	2,409
Thereafter	9,603

7. **PENSION PLAN (continued)**

Noncontributory System pension Expense, and Deferred Outflows and Inflows of Resources.

For the year ended December 31, 2023, we recognized pension expense of \$41,861.

At December 31, 2023, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following:

	<u>Deferred Outflows Of Resources</u>	<u>Deferred Inflows Of Resources</u>
Differences between expected and actual experience	\$ 34,465	
Changes in assumptions	16,653	\$ 406
Net difference between projected and actual earnings on pension plan investments	67,024	
Changes in proportion and differences between contributions and proportionate share of contributions		5,914
Contributions subsequent to the measurement date	<u>62,131</u>	
Total	<u>\$ 180,273</u>	<u>\$ 6,320</u>

\$62,131 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year, but subsequent to the measurement date of December 31, 2022.

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Related to Pensions (continued)

Noncontributory System pension Expense, and Deferred Outflows and Inflows of Resources. (continued)

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

<u>Year Ended December 31,</u>	<u>(Inflows) of Resources</u>
2023	\$ (18,812)
2024	785
2025	2,621
2026	102,928
2027	-
Thereafter	-

7. **PENSION PLAN (continued)**

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the year ended December 31, 2023, we recognized pension expense of \$51,396

At December 31, 2023, we reported deferred outflows of resources and deferred inflows of resources relating to pensions from the following

	<u>Deferred Outflows Of Resources</u>	<u>Deferred Inflows Of Resources</u>
Differences between expected and actual experience	\$ 9,043	\$ 1,062
Changes in assumptions	8,692	68
Net difference between projected and actual earnings on pension plan investments	10,794	
Changes in proportion and differences between contributions and proportionate share of contributions	5,946	1,393
Contributions subsequent to the measurement date	<u>109,697</u>	
Total	<u>\$ 144,172</u>	<u>\$ 2,523</u>

\$109,697 reported as deferred outflows of resources related to pensions results from contributions made by us prior to our fiscal year end, but subsequent to the measurement date of December 31, 2022.

Combined Pension Assets, Liabilities, Expense, and Deferred Outflows and Inflows of Resources Related to Pensions (continued)

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources (continued)

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions, will be recognized in pension expense as follows:

<u>Year Ended December 31,</u>	<u>(Inflows) of Resources</u>
2023	\$ 1,604
2024	3,305
2025	5,211
2026	9,820
2027	2,409
Thereafter	9,603

7. PENSION PLAN (continued)

Actuarial Assumptions

The total pension liability in the December 31, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50 percent
Salary increases	3.25-9.25 percent, average, including inflation
Investment rate of return	6.85 percent, net of pension plan investment expense, including inflation

Mortality rates were adopted from an actuarial experience study dated January 1, 2020. The retired mortality tables are developed using URS retiree experience and are based upon gender, occupation, and age as appropriate with projected improvement using 80% of the ultimate rates from the MP-2019 improvement assumption using a base year 2020. The mortality assumption for active members is the PUB-2010 Employees Mortality Table for public employees, teachers, and public safety members, respectively.

The actuarial assumptions used in the January 1, 2022, valuation were based an experience study of the demographic assumptions as of January 2020, and a review of economic assumptions as of January 1, 2021.

Actuarial Assumptions (continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best- estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class and is applied consistently to each defined benefit pension plan. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Expected Return Arithmetic Base		
	Target Asset Allocation	Real Return Arithmetic Basis	Long-term expected portfolio real rate of return
Equity securities	35.00%	6.58%	2.30%
Debt securities	20.00%	1.08%	0.22%
Real assets	18.00%	5.72%	1.03%
Private equity	12.00%	9.80%	1.18%
Absolute return	15.00%	2.91%	0.44%
Cash and cash equivalents	0.00%	-(0.11)%	0.00%
Totals	100%		5.17%
		Inflation	2.50%
		Expected arithmetic nominal return	7.67%

7. PENSION PLAN (continued)

The 6.85% assumed investment rate of return is comprised of an inflation rate of 2.50%, a real return of 4.35% that is net of investment expense.

Discount rate: The discount rate used to measure the total pension liability was 6.85 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the URS Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate. The discount rate was reduced from 6.95% to 6.85% from the prior measurement date.

Actuarial Assumptions (continued)

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.85 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.85 percent) or 1-percentage-point higher (7.85 percent) than the current rate:

System	1% Decrease (5.85%)	Discount Rate (6.85%)	1% Increase (7.85%)
Noncontributory System	\$ 640,394	\$ 101,612	\$ (348,569)
Tier 2 Public Employees System	116,987	26,774	(42,724)
Total	\$ 757,381	\$ 128,386	\$ (391,293)

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in the separately issued URS financial report.

Defined Contribution Savings Plans

The Defined Contribution Savings Plans are administered by the Utah Retirement Systems Board and are generally supplemental plans to the basic retirement benefits of the Retirement Systems, but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b) and 408 of the Internal Revenue Code. Detailed information regarding plan provisions is available in the separately issued URS financial report.

San Juan Mental Health participates in the following Defined Contribution Savings Plans with Utah Retirement Systems:

- *401(k) Plan
- *Roth IRA Plan

7. **PENSION PLAN (continued)**

Employee and employer contributions to the Utah Retirement Defined Contribution Savings Plans for fiscal year ended December 31, were are follows:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
401 (k) Plan			
Employer contribution	\$ 23,692	\$ 19,504	\$ 28,943
Employee contribution	12,370	5,905	14,712
Roth IRA Plan			
Employer contribution	N/A	N/A	N/A
Employee contribution	4,100	14,400	11,549

Pension Beginning and Ending Values

San Juan Mental Health
December 31, 2023

	<u>Beginning Values</u>			<u>Ending Values</u>		
	<u>NPL/(NPA)</u>	<u>Asset</u>	<u>Liability</u>	<u>NPL/(NPA)</u>	<u>Asset</u>	<u>Liability</u>
GASB 68 schedule						
Noncontributory	\$ (386,720)		\$ (386,720)	\$ 101,612	\$ 101,612	
Tier 2 Public Employees	(10,865)		(10,865)	26,774	26,744	
Total	<u>\$ (397,585)</u>	<u>\$...</u>	<u>\$ (397,585)</u>	<u>\$ 128,386</u>	<u>\$ 128,356</u>	<u>\$...</u>

<u>Retirement System</u>	<u>Net Pension Liability/(Asset) at 12/31/20</u>			<u>Net Pension Liability/(Asset) at 12/31/21</u>		
	<u>System Total NPL/(NPA)</u>	<u>Proportionate Share</u>	<u>Beginning Values</u>	<u>System Total NPL/(NPA)</u>	<u>Proportionate Share</u>	<u>Ending Values</u>
Noncontributory						
Local Government	\$ (572,710,696)	0.0675245%	\$ (386,720)	\$ 171,274,888	0.059327%	\$ 101,612
Tier 2 Public Employees	(42,423,712)	0.0256710%	(10,865)	108,889,373	0.024588%	26,774
Total	<u>\$ (615,134,408)</u>		<u>\$ (397,585)</u>	<u>\$ 280,164,261</u>		<u>\$ 128,386</u>

8. PREPAID EXPENSES

San Juan Mental Health\Substance Abuse Special Service District purchased several insurance policies that cover an entire year that does not follow the calendar year. The District has elected to allocate the payment monthly, which requires the amount to be recorded as an asset in prepaid expenses and record an expense on a monthly basis.

9. FUNDING SOURCES

San Juan Mental Health\Substance Abuse Special Service District operates on funds provided by Medicaid mental health contracts, Medicaid substance abuse contracts; several federal and state contracts and County match contributions. Part of the Medicaid contracts require a match that has to come from other sources of funds. The District's ability to continue operations using Medicaid mental health and substance abuse contracts is contingent upon the County's ability to provide the necessary funding match. Although funding is not guaranteed, the County has a vested interest in the financial match that is needed for the security of the facility.

10. USE OF ESTIMATES

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

11. LONG-TERM DEBT

Annual debt requirements to maturity for capital leases are as follows:

Year Ending December 31,	Interest	Principal	Total
2024	\$ 14,693	\$ 25,720	\$ 40,413
2025	14,217	25,720	39,937
2026	13,741	26,100	39,841
2027	13,260	27,480	40,740
2028	12,747	27,480	40,227
2029-2033	55,882	144,960	200,842
2034-2038	41,724	160,180	201,904
2039-2043	26,108	174,780	200,888
2044-2048	8,837	165,441	174,278
	<u>\$ 201,209</u>	<u>\$ 777,861</u>	<u>\$ 979,070</u>

11. LONG-TERM DEBT (Continued)

Capital Leases – Capital lease payable at December 31, 2023, with their outstanding balances, are comprised of the following individual issues:

Business-type Activities

Lease Revenue Bond Series 2017, due in annual installments from \$23,547 to \$23,913 beginning March 1, 2018 and maturing March 1, 2047. The bond has an annual interest rate of 1.50 percent.

The purpose of the bond was to build a new Health Service Facility. \$ 475,380

Lease Revenue Bond Series 2019, due in annual installments from \$15,514 to \$17,200 beginning December 1, 2019 and maturing December 1, 2048. The bond has an annual interest rate of 2.50 percent.

The purpose of the bond was to buy a house for a Day treatment Facility Located at 633 South 200 W Blanding, UT 84511 302,481

Total \$ 777,861

Business Activity Debt

During 2017, the District finalized an agreement with San Juan County Municipal Building Authority for the construction of a new Health Service Facility. The District is utilizing approximately 38% of the facility and will make payments to the San Juan County Municipal Building Authority for the District's portion of the debt which is \$570,000. This facility and debt obligations are considered a capital lease obligation and debt for the District. The debt obligation is for 30 years with payments ranging from \$23,546.70 to \$23,913.40, with an interest rate of 1.5%. The repayment schedule is as follows:

Due Date	Interest	Principal	Total
March 1,			
2024	\$ 7,131	\$ 16,720	\$ 23,851
2025	6,880	16,720	23,600
2026	6,629	17,100	23,729
2027	6,373	17,480	23,853
2028	6,110	17,480	23,590
2029-2033	26,522	91,960	118,482
2034-2038	19,414	99,180	118,594
2039-2043	11,748	106,780	118,528
2044-2048	3,477	91,960	95,437
	<u>\$ 94,284</u>	<u>\$ 475,380</u>	<u>\$ 569,664</u>

11. LONG-TERM DEBT (Continued)

During 2019, The District Finalized an agreement with San Juan County Municipal Building Authority to purchase a home located at 633 S 200 W Blanding, UT 84511 for a day treatment facility. The District will make payments to the San Juan County Municipal Building Authority. The total amount of the debt is \$350,000. The house and debt obligations are considered a capital lease obligation and debt for the District. The debt obligation is for 30 years with payments ranging from \$15,465 to \$17,200, with an interest rate of 2.50%. The repayment schedule is as follows:

<u>Due Date - December 1,</u>	<u>Interest</u>	<u>Principal</u>	<u>Total</u>
2024	\$ 7,562	\$ 9,000	\$ 16,562
2025	7,337	9,000	16,337
2026	7,112	9,000	16,112
2027	6,887	10,000	16,887
2028	6,637	10,000	16,637
2029-2033	29,360	53,000	82,360
2034-2038	22,310	61,000	83,310
2039-2043	14,360	68,000	82,360
2044-2048	5,360	73,481	78,841
	<u>\$ 106,925</u>	<u>\$ 302,481</u>	<u>\$ 409,406</u>

Listed below is the change in long-term debt during the year ended December 31, 2023.

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Business-type activities:					
Capital Lease	\$ 803,201		\$ 25,340	\$ 777,861	\$ 25,720
Business-type activity long-term liabilities	<u>\$ 803,201</u>	<u>\$...</u>	<u>\$ 25,340</u>	<u>\$ 777,861</u>	<u>\$ 25,720</u>

12. RESTRICTED NET POSITION

During the year 2002, the Board adopted a resolution restricting the net position. The amounts have changed for the current year, but the purposes have not changed.

Debt reserve requirement	\$	38,248
Medicaid (90-day operational budget)		643,278
Liability for compensated absences		90,200
Reserve for depreciation		<u>139,621</u>
	\$	<u>911,347</u>

SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE SPECIAL SERVICE DISTRICT

Required Supplementary Information

SCHEDULE 1 Schedule of the Proportionate Share of the Net Pension Liability

SCHEDULE 2 Schedule of Contributions

Notes to Required Supplementary Information

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
SCHEDULE OF THE PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
AS OF DECEMBER 31, 2023**

		Proportion of the net pension liability (asset)	Proportionate share of the net pension liability (asset)	Covered employee payroll	Proportionate share of the net pension liab (asset) as a percentage of its covered employee payroll	Plan fiduciary net position as a % of the total pension liability (asset)
Noncontributory System	2014	0.0684797%	\$ 297,355	\$ 621,036	47.90%	90.20%
	2015	0.0754911%	427,165	604,010	70.72%	87.80%
	2016	0.0838216%	538,237	688,653	78.16%	87.30%
	2017	0.0808519%	354,236	643,729	55.03%	91.90%
	2018	0.0714143%	525,875	523,509	100.45%	87.00%
	2019	0.0688425%	259,458	487,129	53.26%	93.70%
	2020	0.0686538%	35,215	512,772	6.87%	99.20%
	2021	0.0675245%	(386,720)	452,501	-85.46%	108.70%
	2022	0.0593270%	101,612	413,847	24.55%	97.50%
Tier 2 Public Employees System	2014	0.0255971%	\$ (776)	\$ 125,537	-0.60%	103.50%
	2015	0.0176592%	(39)	114,081	-0.03%	100.20%
	2016	0.0165370%	1,845	135,616	1.36%	95.10%
	2017	0.0127450%	1,124	124,519	0.90%	97.40%
	2018	0.0205713%	8,810	240,325	3.67%	90.80%
	2019	0.0238169%	5,357	330,701	1.62%	96.50%
	2020	0.0202172%	2,908	323,347	0.90%	98.30%
	2021	0.0256710%	(10,865)	476,333	-2.28%	103.80%
	2022	0.0245882%	26,774	537,002	4.99%	92.30%

* In accordance with paragraph 81.a GASB 68, employers will need to disclose a 10-year history of their proportionate share of the net pension liability (asset) in their RSI. This schedule will need to be built prospectively. Prior year numbers are available from prior year note disclosure.

"The accompanying notes are an integral part of these financial statements."

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
SCHEDULE OF CONTRIBUTIONS
AS OF DECEMBER 31, 2023**

	As of fiscal year ended December 31,	Actuarial Determined Contributions	Contributions in relation to the contractually required Contribution	Contribution deficiency (excess)	Covered payroll	Contributions as a percentage of covered employee payroll
Noncontributory System	2014	\$ 99,518	\$ 99,518	\$ -	\$ 621,036	16.02%
	2015	111,561	111,561	-	604,010	18.47%
	2016	127,194	127,194	-	688,653	18.47%
	2017	118,869	118,869	-	643,579	18.47%
	2018	96,692	96,692	-	523,509	18.47%
	2019	89,973	89,973	-	487,129	18.47%
	2020	94,709	94,709	-	512,772	18.47%
	2021	83,577	83,577	-	452,501	18.47%
	2022	75,490	75,490	-	413,847	18.24%
	2023	62,131	62,131	-	345,745	17.97%
Tier 2 Public Employees System*	2014	\$ 18,177	\$ 18,177	\$ -	\$ 125,537	14.48%
	2015	17,026	17,026	-	114,081	14.92%
	2016	20,861	20,861	-	139,914	14.91%
	2017	18,717	18,717	-	124,519	15.03%
	2018	36,844	36,844	-	240,325	15.33%
	2019	52,099	52,099	-	333,730	15.61%
	2020	50,858	50,858	-	323,347	15.73%
	2021	75,952	75,952	-	476,333	15.95%
	2022	86,526	86,526	-	539,445	16.04%
	2023	98,915	98,915	-	617,835	16.01%
Tier 2 Public Employees DC Only System*	2014	\$ 505	\$ 505	\$ -	\$ 7,515	6.72%
	2015	5,171	5,171	-	77,098	6.71%
	2016	6,732	6,732	-	100,624	6.69%
	2017	11,644	11,644	-	174,046	6.69%
	2018	12,571	12,571	-	187,908	6.69%
	2019	12,147	12,147	-	181,558	6.69%
	2020	10,099	10,099	-	150,961	6.69%
	2021	12,130	12,130	-	181,308	6.69%
	2022	7,251	7,251	-	111,872	6.48%
	2023	10,781	10,781	-	174,174	6.19%

* Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems. Tier 2 systems were created effective July 1, 2011.

Paragraph 81.b of GASB 68 requires employers to disclose a 10-year history of contributions in RSI. Contributions as a percentage of covered-payroll may be different than the board certified rate due to rounding and other administrative issues.

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT
(A COMPONENT UNIT OF SAN JUAN COUNTY)
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2023**

CHANGES IN ASSUMPTIONS:

No changes were made in actuarial assumptions from the prior year's valuation.

**SAN JUAN MENTAL HEALTH/SUBSTANCE ABUSE
SPECIAL SERVICE DISTRICT**

Supplementary Information

SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • Fax (435) 637-8708

Item 10.

Board of Directors
San Juan Mental Health/Substance
Abuse Special Service District
Blanding, Utah 84511

RE: Independent Auditor's Report on Internal Control
Over Financial Reporting and on Compliance and
Other Matters Based on an Audit of Financial
Statements Performed in Accordance With
Government Auditing Standards

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the accompanying financial statements of the business-type activities of San Juan Mental Health/Substance Abuse Special Service District (a component unit of San Juan County), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise San Juan Mental Health/Substance Abuse Special Service District's basic financial statements, and have issued our report thereon dated June 15, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered San Juan Mental Health/Substance Abuse Special Service District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control. Accordingly, we do not express an opinion on the effectiveness of San Juan Mental Health/Substance Abuse Special Service District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weakness may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

SMUIN, RICH & MARSING



Price, Utah

June 15, 2024

SMUIN, RICH & MARSING

CERTIFIED PUBLIC ACCOUNTANTS

294 East 100 South

Price, Utah 84501

Phone (435) 637-1203 • Fax (435) 637-8708

Item 10.

Board of Directors
San Juan Mental Health/Substance
Abuse Special Service District
Blanding, Utah 84511

RE: Independent Auditor's Report on Compliance
And Report on Internal Control Over Compliance
As Required By the State Compliance Audit
Guide

To the Board of Directors:

Report on Compliance

We have audited San Juan Mental Health/Substance Abuse Special Service District's (a component unit of San Juan County)'s compliance with the following applicable state requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, for the year ended December 31, 2023.

State compliance requirements were tested for the year ended December 31, 2023, in the following areas:

Cash Management

Fund Balance

Open & Public Meeting Act

Budgetary Compliance

Fraud Risk Assessment

Special and Local Service District Board Training

Opinion on Compliance

In our opinion San Juan Mental Health/Substance Abuse Special Service District complied, in all material respects, with the state compliance requirements referred to above for the year ended December 31, 2023.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States (Government Auditing Standards); and the State Compliance Audit Guide (Guide). Our responsibilities under those standards and the State Compliance Audit Guide are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's government programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the State Compliance Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or to detect and correct noncompliance with a state compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the Guide. Accordingly, this report is not suitable for any other purpose.

SMUIN, RICH & MARSING



Price, Utah

June 15, 2024



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Human Services

TRACY S. GRUBER
Executive Director

NATE CHECKETTS
Deputy Director

DAVID LITVACK
Deputy Director

Item 10.

Certification of Audit Review by County

As required under the provisions of contracts with Local Substance Abuse and Mental Health Authorities

The requirement for members of the Local Substance Abuse and Mental Health Authorities to annually certify receipt and review of the independent audit and interview with the provider's executive officers is to assure compliance with the following statutory mandates:

Each member of the Local Substance Abuse and Mental Health Authority shall annually certify that he has received and reviewed the independent audit and have participated in a formal interview with the provider's Executive Officers. (See Utah Code 26B-5-108-1-d)

That an independent audit shall be conducted pursuant to title (51-2a-2-201.5-2) and that the prescribed Guidelines and procedures are in accordance with the State Auditor. (See Utah Code 67-3-1)

That the Local Substance Abuse and Mental Health Authority is exercising sufficient oversight and control over public funds allocated for substance abuse and mental health programs and services.

The Local Mental Health Authority of San Juan County provides this assurance.

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Commissioner/Councilmember

County Manager/Executive/Mayor

Date: _____

Please submit this certification electronically to:

The Utah Division of Substance Abuse and Mental Health
Attention: Kelly Ovard
kovard@utah.gov

DSAMH, 195 North 1950 West, Salt Lake City, Utah 84116
telephone (801) 538-3939 • facsimile (801) 538-9892 • www.dsamh.utah.gov



COMMISSION STAFF REPORT

MEETING DATE: September 17, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of Comment Letter on USFS DEIS on Old-Growth Forest Management, Nick Sandberg, Public Lands Coordinator

RECOMMENDATION: Approve Letter

SUMMARY

The U.S. Forest Service has issued a draft EIS detailing guidance for the management of old-growth forests. This guidance, when finalized, would amend nearly all of the land management plans for national forests nation-wide. The finalized policy would guide the future development of Adaptive Management Strategies specific to individual forests or forest regions. Utah's PLPCO has reviewed the DEIS and developed a comment letter which they have shared with the counties. San Juan County concurs with PLPCO's comments and incorporates them by reference in the County's comments. Two of the main concerns brought out in PLPCO's comments and shared by the County are the need for coordination of Forest plans with County plans and the concern that final old-growth management not over-ride the need nor hinder the application of active forest management needed to ensure healthy forests. The two Forest Districts in the county appear to have some old-growth stands as shown on the attached map. The deadline for submitting comments is September 20, 2024.

HISTORY/PAST ACTION

PLPCO has been a Cooperating Agency representing Utah's counties in the development of this EIS.

FISCAL IMPACT

None at present.



SAN JUAN COUNTY COMMISSION

Item 11.

Jamie Harvey	Chairman
Silvia Stubbs	Vice-Chair
Bruce Adams	Commissioner
Mack McDonald	Administrator

September 17, 2024

Linda Walker, Director
Ecosystem Management Coordination
U.S. Department of Agriculture
Forest Service
201 14th Street SW, Mailstop 1108
Washington, DC 20250-1124

Re: Land Management Plan Direction for Old-Growth Forest Conditions Across the National Forest System

Dear Director Walker:

San Juan County has reviewed the Draft Environmental Impact Statement (DEIS) for Amendments to Land Management Plans to Address Old-Growth Forests Across the National Forest System. Rather than make county-specific comments, San Juan County concurs with and incorporates by reference into our comments the comments made in Utah's Public Lands Policy Coordinating Office's (PLPCO) letter of September 20, 2024, commenting on the subject DEIS. We respect the review of the DEIS made by PLPCO staff and recognize that their comments are made not only on behalf of the State of Utah but on behalf of Utah's counties as well.

San Juan County is the largest of Utah's 29 counties located in southeast Utah. Within the county are two districts of the Manti-LaSal National Forest which would be affected by management developed for old-growth forests in the current DEIS. These forest lands are important parts of the culture, lifestyle and economics of the county. Management developed for old-growth forests would undoubtedly have some effect on these aspects of the county.

As noted in the PLPCO letter, the Forest Service has certain responsibilities required by law to coordinate its planning with that of State and local governments. San Juan County has a Master Plan as well as a Resource Management Plan (specific to public lands), the latter of which is incorporated into the State's Resource Management Plan. These plans lay out land use planning direction for the County and are the plans to be reviewed as part of the Forest Service's coordination responsibilities. We respectfully

request that the development of old-growth Forest policy be consistent with County plans to the extent allowed by law and reason.

In addition to the comments made in PLPCO's letter, we would request that the Forest Service keep in mind that the greatest threats to old-growth forests are wildfires, insect infestations and disease. We would hope that management developed for old-growth forests would not override the need for active forest management to prevent and control wildfires, insect infestations and disease. Active forest management is critical to achieve and maintain healthy forests.

We appreciate this opportunity to comment and look forward to future opportunities to participate in planning efforts.

Sincerely,

Jamie Harvey
Commission Chairman

cc: Utah PLPCO

USDA Forest Service Seeks Public Comment on Draft Guidance for Old Growth Management on National Forests

Press Release

Release No. 0117.24

Contact: USDA Press

Email: press@usda.gov

WASHINGTON, June 20, 2024 — Tomorrow, the U.S. Department of Agriculture’s Forest Service is taking the next step to advance President Biden’s commitment to conserve old growth forests by publishing a draft environmental impact statement for the proposed national old growth forest plan amendment. The proposed amendment will be available tomorrow in the [Federal Register](#), and will be open for public comment for 90 days following publication.

The purpose of this amendment is to provide consistent guidance for the stewardship, conservation, and recruitment of old growth across national forests. The proposed amendment highlights the importance of proactive stewardship actions in managing threats to old growth forests, and to reduce wildfire risk, considering current and emerging climate-driven threats. It also calls for adaptive management strategies to be developed using local, geographically relevant information and the best available science, including Indigenous Knowledge.

“Recent scientific analysis shows us that many old-growth forests are under significant threat from climate change,” **said Agriculture Secretary Tom Vilsack**. “The Forest

Service’s plan will help safeguard these iconic stands of trees through science-based management and conservation strategies that can be adapted to unique local circumstances on national forests. USDA is looking forward to receiving feedback on today’s draft proposal from Tribal, state and local governments, industry partners, conservation organizations, and many others; all of whom will be critical partners in the forest management and conservation actions needed to ensure the maintenance and growth of old-growth forests into the future.”

“Under President Biden’s leadership, we are taking action to ensure that millions of acres of old growth forests across the nation are conserved, resilient, and abundant for future generations,” **said White House Council on Environmental Quality Chair Brenda Mallory**. “With our nation’s forests absorbing more than 10% of our annual greenhouse gas emissions, protecting and expanding old growth is critical to delivering on the Biden-Harris Administration’s climate and conservation priorities.”

“Our old growth forests breathe in carbon pollution, cleaning up the air, and filter our water, cleaning up rivers and streams. These forests are an essential partner in tackling climate change. President Biden’s historic leadership on climate – including his executive order on safeguarding our forest system – leans into that partnership and potential by advancing climate-smart forestry and investing in forest restoration,” **said Assistant to President Biden and National Climate Advisor Ali Zaidi**. “Today’s action will help better inform the stewardship of the national forest system and strengthen our work to deploy nature-based solutions that improve the resilience of lands, waters, wildlife, and communities.”

“Old growth forests are important to our ecosystems by capturing carbon, and contributing to clean air, soil, water and diverse habitats,” **said Forest Service Chief Randy Moore**. “Old forests also provide other benefits like subsistence and cultural uses, outdoor recreational opportunities and sustainable local economic development. The proposed old growth amendment will provide guidance that can be adapted locally to support multiple uses, including proactive stewardship of old forests to reduce wildfire risk and create long-term resilience in a changing climate.

At President Biden’s direction, the Forest Service and the Department of the Interior’s Bureau of Land Management (BLM) completed the first-ever nationwide inventory of old and mature forests, and developed definitions for more than 200 forest types in the

United States. This [initial inventory report](#) showed that the BLM and Forest Service manage approximately 32 million acres of old growth and 80 million acres of mature forests on federally managed lands, for a total of 112 million acres. Old-growth forests represent 18% and mature forest another 45% of all forested land managed by the two agencies.

The Forest Service also recently finalized [The Mature and Old Growth Threat Analysis](#), which identifies threats to mature and old growth forests on Forest Service and BLM lands. The report informed the Forest Service's proposed national amendment and highlights the urgent need for action, suggesting current management is not responsive enough to address disturbances driven by climate change such as wildfire, insects and disease.

The Forest Service evaluated Tribal and public [input](#) from the initial scoping period, which closed February 2, 2024. Extensive feedback from a diverse range of audiences was vital in the development of the draft environmental impact statement and were incorporated into the proposed action and used to develop alternatives. The agency will continue to learn from the input and feedback received during this public comment period, as well as through ongoing Tribal roundtables and consultation sessions, and dialogue with cooperating agencies, and state and local governments.

This work is part of larger agency efforts to support healthy, resilient forests and ecosystems by integrating climate change considerations into all aspects of planning and operations to support healthy resilient forests and ecosystems. The work is consistent with the Inflation Reduction Act which directed \$50 million to fund old growth conservation and stewardship as well as [Executive Order 14072](#), *Strengthening the Nation's Forests, Communities, and Local Economies*, issued by President Biden on April 22, 2022. It also supports the Forest Service's [Wildfire Crisis Strategy](#) and [Reforestation Strategy](#) (PDF, 7 MB). In addition, USDA announced updates to its [Climate Adaptation Plan earlier today](#), in concert with other agencies acting to advance climate resilience.

Throughout the comment period, the Forest Service will conduct public engagements and field tours, including virtual information sessions. The agency will also continue formal consultation with Tribes, and work with state and local governments, conservation districts and other cooperating agencies. Additional information on

engagement opportunities is available on the Forest Service [National Old Growth Amendment](#) website.

USDA touches the lives of all Americans each day in so many positive ways. In the Biden-Harris Administration, USDA is transforming America's food system with a greater focus on more resilient local and regional food production, fairer markets for all producers, ensuring access to safe, healthy and nutritious food in all communities, building new markets and streams of income for farmers and producers using climate smart food and forestry practices, making historic investments in infrastructure and clean energy capabilities in rural America, and committing to equity across the Department by removing systemic barriers and building a workforce more representative of America. To learn more, visit www.usda.gov.

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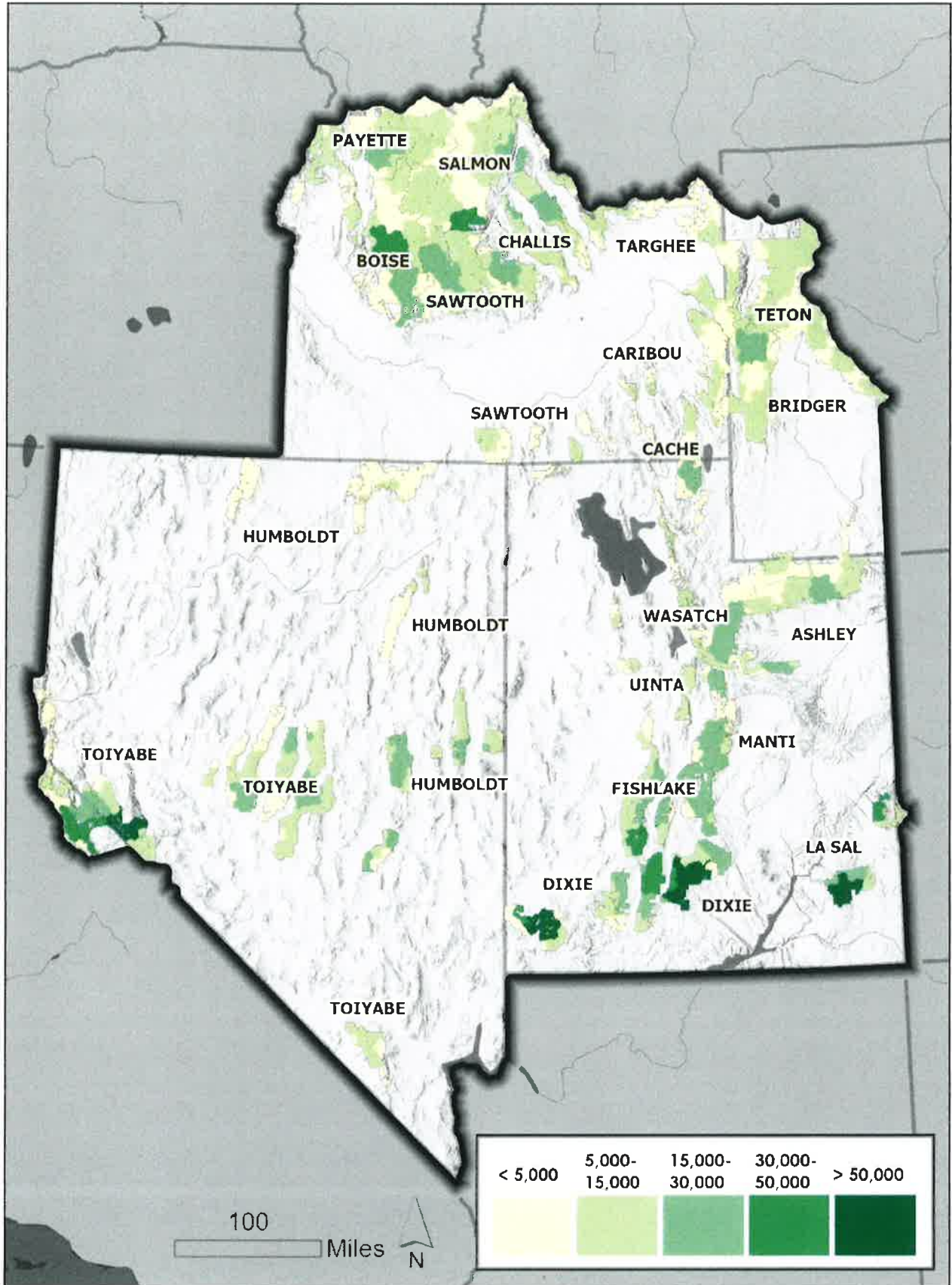


Figure 4-9. Area (acres) of old-growth in the Intermountain Region

from: Draft Ecological Impacts Analysis Report, June 2024



COMMISSION STAFF REPORT

MEETING DATE: September 17, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of the Contractor's Agreement for Construction Manager/General Contractor (CM/GC) Services with SIRQ Construction Inc. for the San Juan County Public Safety Building Remodel. Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion Approving the contract.

SUMMARY

On September 3, 2024, the Commission authorized the Notice of Award to SIRQ Construction Inc. We have worked to negotiate the first Contract which allows SIRQ to begin and work with ajc architects on the preliminary to final design of the remodel and potential new addition to the building. This contract allows SIRQ to begin the CM/GC process. Other contracts relating to this project will need to be finalized at a later date in the process.

On July 30, 2024, I issued the to the Request for Proposal for the contracted services of the Public Safety Building Remodel and Expansion Construction Management/General Contractor Services for the remodel of the Public Safety Building.

We received five (5) proposals in total for the project from very qualified and reputable construction companies who all had excellent proposals. An evaluation committee was formed to review the proposals and based on the response to the Request for Proposal, SIRQ is the apparent most responsive and responsible proposal.

CONTRACTOR’S AGREEMENT (Construction Manager/General Contractor)

This Contractor’s Agreement (this “Agreement”) is made and entered into by and between San Juan (“County”) and SIRQ Construction Inc. (“CM/GC”). County and CM/GC may be collectively referred to as the “Parties” in this Agreement. Capitalized terms in this Agreement, which are not specifically defined in this Agreement, shall have the meaning set forth in the General Conditions, which is executed by the Parties in conjunction with this Agreement and which is incorporated into this Agreement by this reference (the “General Conditions”), except as specifically modified by this Agreement.

Whereas, County desires to hire a contractor who can to assist in the design, remodel and construction of the Public Safety Building located in Monticello, Utah for the County (the “Project”); and

Whereas, County issued a Request for Proposals relating to the Project on June 30, 2024 (a copy of which is attached as Attachment A) (the “RFP”), whereby County solicited proposals from construction managers/general contractors to provide preconstruction services, including finalization of the designs, and construction services for the Project; and

Whereas, CM/GC submitted a proposal to County in response to the RFP (a copy of which is attached as Attachment B) (the “Proposal”); and

Whereas, County evaluated the Proposal as well as other proposals submitted to County consistent with the RFP and County’s policies and procedures, and on September 3, 2024 issued a notice of intent to engage in contract negotiations with CM/GC; and

Whereas, CM/GC represents and warrants to County both herein and through the Proposal that it is a qualified construction manager and general contractor licensed to engage in such business in the State of Utah and able and competent to undertake and complete the Project; and

Whereas, CM/GC is desirous of entering into this Agreement and undertaking and completing the Project for County under the terms and provisions of this Agreement and the Contract Documents.

NOW, based upon the foregoing and for and in consideration of the mutual conditions and covenants contained herein, the Parties hereby agree as follows:

1. CM/GC’s Service and Responsibilities.

A. CM/GC accepts the relationship of trust and confidence established by this Agreement and covenants with County as follows:

- 1) To cooperate with County, as well as the A/E;
- 2) To use CM/GC's best skills, efforts and judgments in furthering the interest of County;
- 3) To furnish efficient business administration and supervision;
- 4) To furnish at all times an adequate supply of workers, the appropriate materials and equipment, and perform the Work in the best and most expeditious and economic manner in accordance with the Contract Documents; and

- 5) That the Work shall be subject to inspection by and approval of County or its authorized representative.
- B. In performing its obligations hereunder, CM/GC shall be deemed an independent contractor and not an agent or employee of County. CM/GC shall have exclusive authority to manage, direct, and control the Work, all of which must meet the Contract Documents.
- C. The term "CM/GC" as used in this Agreement is deemed to include all the duties of a general contractor, including those described by the term "Contractor" in the General Conditions as well as the professional services of a business, administrative and management consultant to County, including all budget, scheduling, quality, safety and all other services related to assuring compliance with this Agreement and the Contract Documents. It is intended that this Agreement does not reiterate all the applicable provisions of the General Conditions and the fact that some provisions are reiterated herein does not lessen the importance of the provisions that are not so reiterated.
- D. The standard of care for the Work under this Agreement and the Contract Documents shall be as follows: CM/GC and all those for whom CM/GC is liable at any tier shall exercise the degree of skill and diligence as is exercised by licensed members of their respective professions having substantial experience providing similar services on projects similar in type, magnitude and complexity to the Project. CM/GC shall be liable to County, less any "betterment" obtained by Owner, for all Owner costs, damages, claims, liabilities, additional burdens, judgments, fines, penalties, damages, demolition, removal or modification of Work, any Owner delay damages, increased material costs, or third-party claims (e.g. an Engineering claim against County), to the extent caused by acts, failure to act, negligence, errors or omissions that do not meet this standard of care. This standard of care may be further modified by the Contract Documents. Owner reserves the right to deduct from any payment otherwise due under this Agreement and/or the Contract Documents, the amount related to any Owner costs, damages, claims, liabilities, additional burdens, judgments, fines, penalties, damages, demolition, removal or modification of Work, any Engineering or Owner delay damages, increased material costs, or third-party claims.

2. Fixed Limit of Construction Costs and Basis of Compensation.

- A. The Fixed Limit of Construction Costs for the Project is \$21,500,000 (the "FLCC"), which includes CM/GC's fees. The FLCC may only be increased in advance and in writing by County.
- B. The scope of Work, including CM/GC services, must at all times be within the FLCC. County shall not be liable to CM/GC for any amount over the FLCC. The FLCC as stated herein may be modified in writing and in advance by County or as a result of the entitlement of CM/GC for additional monies in accordance with the procedures and substantive requirements of the General Conditions and Contract Documents.
- C. By executing this Agreement, and at the time of submittal of each GMP proposal, CM/GC agrees that the FLCC is a reasonable limit for the total cost of the Project.
- D. For Work, including services, performed during the preconstruction phase of the Project, CM/GC will be compensated up to \$19,547. This shall include the cost of all labor, salaries, travel as well as consumable materials required during the preconstruction phase of the Project. This compensation shall include insurance, benefits, employment taxes, overhead and profit.

E. Construction Phase Compensation.

- 1) CM/GC's construction management fee for the Work performed during the entire construction phase, including punch list completion, is a lump sum of 3.85% of the FLCC ($\$21,500,000 \times 3.50\% = \$753,000$). This includes the cost outlined in any management plan submitted by CM/GC.
 - a) This construction management fee includes overhead, profit for the entire job and personnel who will be managing the project during bidding, construction and closeout, including the warranty period. This fee also includes employment taxes, insurance, workers compensation, as well as salaries and benefits for all personnel that are not identified in Section 2.E.3 below.
 - b) This construction management fee does not include general conditions or the monthly supervision cost described below. As used in this Agreement, "general conditions" means temporary construction costs directly related to the Work.
 - c) This construction management fee is subject to modification by County only as the scope of the work changes, and can be adjusted appropriately as the scope of work changes affect the size and/or duration of the Project.
 - d) Following the establishment of the Guaranteed Maximum Price ("GMP"), CM/GC change order markup, described in Section 6.B.7 below, will compensate CM/GC for the additional overhead and profit associated with a change in scope of Work; however, a decrease in scope of Work and Contract Time prior to or after the establishment of the GMP, shall result in a decrease in the amount of CM/GC's construction management fee, at the effective percentage rate established in the Proposal, prorated for the amount of Contract Time that is reduced from the original schedule. Similarly, an increase to the scope of Work prior to the establishment of the GMP shall result in an increase in the amount of CM/GC construction management fee at the effective percentage rate established in the Proposal, prorated for the amount of the Contract Time that is added to the original schedule.

CM/GC's construction management fee shall not be increased due to an increase in cost of material, labor, general conditions or site supervision.

- 2) Compensation for the following items is deemed already included in CM/GC's construction management fee and not subject to any additional payment beyond said fee by County:
 - a) Costs, losses and expenses, including legal and consultant expenses, to the extent they have resulted from the act, fault or negligence of CM/GC, Subcontractor, Sub-subcontractor or supplier at any tier or anyone for whom CM/GC may be liable, including any loss or expense related to securing the property as required by this Agreement or to prevent injury to persons, the correction of defective or nonconforming Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.
 - b) All expenses related to maintaining and operating CM/GC's principal and branch offices.
 - c) Any part of CM/GC's capital expenses, including interest on CM/GC's capital employed for the Work.
 - d) Overhead or general expenses of any kind, except as may be expressly included in Section 3 of this Agreement.

- e) Food and refreshments for construction meetings or in association with the Project, unless approved in writing and in advance by County based on a showing of benefit to the Project.
 - f) Incentive awards of any kind, unless approved in writing and in advance by County based on a showing of benefit to the Project.
 - g) Training costs either associated or not associated with the Project, unless approved in writing and in advance by County based on a showing of benefit to the Project.
- 3) The following items, while not part of CM/GC's construction management fee, are to be included in any GMP proposal or approved GMP:
- a) The total amount of the construction supervision costs shall be a maximum of \$758,000 for the duration of the project.
 - b) If County authorizes CM/GC to self-perform portions of the Work, said Work shall be compensated as a cost of the Work and reimbursed at actual cost incurred based on documentation (direct personnel expense, including labor, materials, equipment, etc.) plus a fixed negotiated fee that shall not exceed 7% of the cost of said Work.
 - i. Self-performed work eligible for payment shall only include labor, materials, and equipment provided directly by CM/GC and not by Subcontractor, Sub-subcontractor or supplier at any tier.
 - ii. Self-performed work eligible for payment shall not include items furnished by CM/GC as a general conditions item.
 - c) CM/GC shall be compensated for general conditions and reimbursed for general condition costs in an amount of \$344,050. General conditions include such items, to the extent used on the Project, as: construction trailer, office equipment, computers, phones, temporary toilets, and safety precautions including site items such as cost of debris removal, fencing, security and similar items. In order to qualify as a general conditions cost, such item must be necessary for the construction of the Project.
 - i. Rental rates for all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from CM/GC or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, shall be at rental charges at actual cost. If the equipment is owned by CM/GC, then the rental rate shall not exceed the demonstrated cost of ownership by CM/GC for the applicable time period. Other than hand tools with a value under \$100, equipment that is necessary to be purchased for use on the Project by CM/GC shall first be approved in writing by County. Following the completed use, CM/GC may retain ownership of the equipment upon credit of remaining market value compensated to County, otherwise County shall retain ownership.
 - ii. Large cranes, temporary construction utilities (e.g. water, gas and/or power), and weather conditions (winter protection) are excluded from the general conditions fee.
 - d) Actual payments made by CM/GC to Subcontractor for Work performed pursuant to subcontracts properly entered into under this Agreement.

- e) Sales, use or similar taxes related to the Work and for which CM/GC is liable and imposed by any governmental authority.
- f) Actual cost of premiums for insurance, which CM/GC is required by the Contract Documents to purchase and maintain based on the amount of the approved GMP.
- g) Actual cost of payment and performance bonds based on the amount of the approved GMP.

3. Construction Cost.

- A. Construction cost shall be the total of the following for the entire Project: the preconstruction phase payment by County to CM/GC, the cost of separate subcontracts, the cost of self-performed Work, the CM/GC's construction management fee, eligible supervision costs, eligible general conditions, allowed use of CM/GC's Contingency, as well as payment and performance bond costs.
- B. Construction cost does not include the compensation of the A/E and its consultants, or the cost of inspections or testing provided by the County.
- C. The cost estimate provided by CM/GC shall be consistent with the standard of care in the industry for a project of similar magnitude and complexity. If it is reasonably determined by County that CM/GC breached this standard of care in providing budget and/or cost estimates, County reserves the right to seek all available appropriate remedies from CM/GC.
- D. If the final costs of the Project are less than or equal to the final approved FLCC, then CM/GC shall be entitled to 30% of the savings between the final approved GMP and the final costs, or \$100,000.00, whichever is less, and the balance shall belong to the County. For purposes of this subsection, changes to the final GMP that are the responsibility of County (e.g. County initiated scope changes, unforeseen conditions and design error/ omissions) under the Contract Documents, shall not affect CM/GC's entitlement to share in the savings herein.
- E. CM/GC and County shall include an estimating contingency in its cost estimate for undefined design. The County shall continue to reduce this estimating contingency as the design becomes more defined and ultimately shall be eliminated.
- F. Prior to any construction, CM/GC shall submit a GMP proposal for a specific scope of Work, including services, for each individual project within the overall Project award to County, and have it approved by County. Notwithstanding any other provision of this Agreement, CM/GC guarantees that the construction cost for the agreed to scope of Work will not exceed the GMP for that scopes of Work. The GMP may only be increased by a Change Order for circumstances described in Article 7 of the General Conditions. CM/GC's GMP proposal shall include the CM/GC's Contingency of up to 2% of the total cost of the proposed scope of Work, including eligible general conditions, CM/GC's construction management fee, supervision cost, bond and insurance. If there is to be more than one bid package from sub-contractors, the GMP proposal must be calculated by CM/GC in order to ensure that the completion of all bid packages and future anticipated increases in the GMP will not exceed the FLCC.
 - 1) Any use of Contingency shall be based on a documented proposal by Contractor and approved by County, which approval shall not be unreasonably withheld. This contingency fund shall only be used for the following types of Work and for only direct costs of construction:

- a) Where the procurement of the bid package(s) results in costs that are likely to, or does exceed the FLCC, Contingency can be used to offset this increased cost;
 - b) For construction errors, or replacement of defective Work that is self-performed by CM/GC;
 - c) For completion of Work as a result of Subcontractor default; and/or
 - d) For items or the value of items included in the Contract Documents, but missed by CM/GC in the line items of the approved GMP proposal. This may include such items as general conditions, self-performed Work and other items that are directly related to CM/GC itself and not the Subcontractor, Sub-subcontractor or suppliers at any tier.
- 2) Contingency cannot be used for:
 - a) Errors by the GM/GC, Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier or manufacturers at any tier;
 - b) Coordination issues between the GM/GC, Subcontractor, Sub-subcontractor, or other subcontractors at any tier that are not related to CM/GC error; and/or
 - c) Replacement of defective Work installed by the CG/GC Subcontractor, Sub-subcontractor, or other subcontractors at any tier.
 - 3) If the entire Contingency fund is used, any additional funds to complete the scope of Work, including services, defined in the Construction Documents must be provided at 100% by CM/GC.
 - 4) At final completion of the Project, if there are any funds remaining in Contingency, the funds may qualify for distribution in accordance with Subsection 3.D.
 - 5) Design errors and omissions, unforeseen site conditions, and Owner requested scope changes do not apply to the Contingency.
4. **Payments to CM/GC.**
- A. Payments for basic services, approved additional services and reimbursable costs, upon proper invoicing, justification and documentation, shall be made monthly for Work properly performed, all in accordance with this Agreement.
 - B. General Payment, Retainage and Accounting Provisions.
 - 1) The provisions of the General Conditions regarding payment, withholding of payment, retainage, certification of payment and other payment requirements and rights of County and CM/GC shall apply.
 - 2) Retainage in the amount of 5% shall be withheld from each payment to CM/GC for any Work under this Agreement. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with Section 13-8-5, Utah Code Annotated. CM/GC shall also comply with the requirements of Section 13-8-5, Utah Code Annotated, including restrictions of retainage regarding Subcontractor and the distribution of interest earned on the retention proceeds.
 - 3) County shall not be responsible for enforcing CM/GC's obligations under Utah law in fulfilling the retention law requirements with Subcontractor, or other subcontractors at any tier.
 - 4) CM/GC's retainage shall be held by County in an interest bearing account with said interest to accrue to the account of CM/GC. Said interest shall be distributed by County to CM/GC upon release of retention funds.
 - 5) County may withhold from payment to CM/GC such amount as, in County's judgment, may be necessary to pay just claims against CM/GC, Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier or

manufacturers at any tier for labor and services rendered and materials furnished in and about the Work. County may apply such withheld amounts for the payment of such claims in County's discretion. In so doing, County shall be deemed the agent of CM/GC and payment so made by County shall be considered as payment made under this Agreement by County to CM/GC. County shall not be liable to CM/GC for any such payment properly made. Such withholdings and payments may be made without prior approval of CM/GC and may also be made prior to any determination as a result of any dispute, PRE, Claim or litigation. However, CM/GC shall be notified prior to any such withholding and will be given an opportunity to inform County as to any reason why the withholding shall not occur.

- 6) Before final payment is made, CM/GC must submit evidence satisfactory to County that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final payment will be made after receipt of said evidence, final acceptance of the Work by County as well as compliance with the applicable provisions of the Contract Documents.
 - 7) CM/GC shall respond immediately to any inquiry in writing by County as to any concern of financial responsibility and County reserves the right to request any waivers, releases or bonds from CM/GC in regard to any rights of Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier, manufacturers at any tier or any third-party prior to any payment by County to CM/GC.
 - 8) Notwithstanding any other provision of this Agreement, CM/GC shall reimburse County for the portion of any expenses paid by County to CM/GC, which is attributable to CM/GC's breach of its duties under this Agreement, including the breach of any duty by any Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier, manufacturer at any tier or anyone for whom CM/GC may be liable.
5. **Basic Services.** CM/GC's basic services consist of the two phases described below and any other services included in this Agreement as basic services.
- A. Preconstruction Phase. CM/GC shall perform the following:
- 1) Provide for County's review and acceptance, and periodically update a Project critical path schedule that coordinates and integrates CM/GC's services, the A/E's services and County's responsibilities with anticipated construction schedules.
 - 2) Prepare for County's approval a detailed estimate of construction cost, consistent with Section 3 of this Agreement, in a format approved by County, including a square foot ("Sq Ft") cost analysis of each trade. CM/GC shall update and refine this estimate throughout the design and construction process, including working with the A/E during each of the A/E's design phases, including schematic design, design development and construction document phases. The overall objective is for CM/GC and the A/E to present a mutually agreed upon design and estimate that complies with the Project scope and FLCC requirements. Estimates shall be divided for the separate bid packages that are going to be used for bidding. If the estimate exceeds the approved FLCC, then CM/GC shall, as part of its basic preconstruction services, cooperate with the A/E to present to County a mutually agreed upon value-engineering of the Project back within the FLCC.
 - 3) Conduct a complete review and consult with County, the A/E of all aspects and phases of the drawings and specifications. This review and consultation shall

evaluate the following: constructability, budget issues, scheduling issues, safety concerns, errors and omissions. CM/GC shall be responsible for being aware of site conditions, market conditions and all other customary information needed to review all aspects and phases of the drawings and specifications.

- 4) Provide advice on the separation of the Project into separate bid packages/phases for various categories of Work.
- 5) Investigate and recommend a schedule of all purchases of materials and equipment requiring long lead-time procurement (including County purchases), coordinate this schedule of purchases with the early preparation of portions of the Contract Documents by the Engineer, and expedite and coordinate delivery of these purchases.
- 6) Bidding Services, including proposals.
 - a) For purposes of this Agreement, the term "bid" and other terms based on that word used in the invitation to bid process shall be deemed to refer to "proposal" and the corollary words related to the request for proposal process, when the request for proposal process is used in lieu of an invitation for bids.
 - b) CM/GC shall prepare, when appropriate, prequalification criteria for bidders if subcontracting any portion of this work. Subcontractor, Sub-subcontractor, other subcontractors at any tier and suppliers at all tiers must be properly licensed in the State of Utah and must meet all qualification requirements of the specifications/Contract Documents.
 - c) CM/GC is responsible for the procurement of subcontractors and suppliers for the Project. CM/GC shall develop subcontractor and supplier interest to ensure bids are received.
 - d) CM/GC shall conduct pre-bid conferences to familiarize potential bidders with the bidding documents. CM/GC shall ensure that the Construction Documents are available to all potential bidders.
 - e) All procurements recommended and conducted by CM/GC shall be in accordance with County's policies, including its financial policies and procedures, and County's code of conduct. CM/GC may obtain copies of these records by submitting a written request to County seeking these records.
 - f) CM/GC shall receive bids, prepare bid analyses and award subcontracts or reject bids. County and A/E shall be consulted during this procurement process, however, the determination and responsibility for the procurement of subcontractors and suppliers is that of CM/GC. CM/GC shall conduct pre-award conferences with bidders that have been recommended for award by any selection committee.
 - g) CM/GC shall consult with the A/E in order to suggest reasonable adjustments in the scope of the Project, and to suggest alternate bids in the Construction Documents as needed to adjust the construction cost, which shall not exceed the FLCC. If County determines as a result of the bidding process that the FLCC is exceeded or will likely be exceeded, County reserves the right, in its sole discretion to:
 - i. give written approval of an increase in FLCC, including applying CM/GC's Contingency to such increase;
 - ii. authorize re-bidding;
 - iii. revise the scope of the Work; and/or

iv. terminate the Project.

h) There shall be no contractual relationship between Subcontractor, Sub-subcontractor, other subcontractors at any tier, suppliers at any tier, or manufacturers at any tier and County, or A/E. CM/GC shall prepare and execute the required Subcontractor/supplier agreements. CM/GC shall be fully responsible for the performance of Subcontractor, Sub-subcontractor and suppliers at any tier.

7) Self-Performed Work.

a) CM/GC may request that it be allowed to self-perform portions or all of the of the Work for the benefit of the Project. The self- performed Work may be allowed as follows:

i. When the proposal for the self-performed Work is approved by County as part of CM/GC selection process; or

ii. When CM/GC has been selected for the self-performed Work through a selection process that is similar to the selection of subcontractors by County.

b) Savings in self-performed Work may be eligible for the incentive described in Subsection 3.D.

8) If it is reasonably determined by County that CM/GC has not provided satisfactory preconstruction services, County may determine to terminate this Agreement upon ten days' notice to CM/GC and may use another CM/GC to complete the preconstruction phase and/or perform the construction phase services. All items required to be transferred or delivered to County under the Contract Documents for a termination for cause shall be so transferred or delivered promptly by CM/GC to County. Upon such termination, CM/GC's sole remedy shall be payment for properly performed services up to the date of such termination. For instance, as a result of such termination under this subsection, CM/GC is not entitled to receive:

a) any fee related to Work not properly performed;

b) any fee related to Work not yet performed; or

c) any amount related to lost profits.

CM/GC shall be liable to County for all damages and liabilities regarding the preconstruction phase arising out of this Agreement and the Contract Documents, excluding damages and/or liabilities arising from County's sole acts or conduct.

B. Construction Phase.

1) CM/GC shall complete construction in accordance with Contract Documents prepared by the A/E and approved by County. Upon receipt of a fully executed Change Order that includes a GMP for a specific scope of Work, CM/GC is authorized to commence the construction phase of the Project. All the requirements of this Subsection 5.B. shall be included as part of any approved GMP.

2) Concurrent with the authorization to proceed with the construction phase, CM/GC shall provide 100% payment and performance bonds for the amount of the GMP and meeting the requirements contained in the Contract Documents.

3) CM/GC shall provide administrative and management services as required to coordinate the Work of Subcontractor, Sub-subcontractor, and/or other subcontractors at any tier with each other and CM/GC, County and the A/E.

4) CM/GC's team must be consistent with the team members designated in the Proposal and such team must contain an adequate number of members and have the qualifications necessary to complete the Project in accordance with this Agreement.

No member of CM/GC's team submitted in the selection process of CM/GC, shall be removed from the Project unless said team member shall leave the employ of CM/GC or unless County requests or approves the change. Any request to replace a CM/GC team member shall be submitted to County in writing and subject to approval of County upon a showing that such replacement is consistent with the qualifications provided in the selection process of CM/GC.

- 5) CM/GC shall provide competent supervision of the Work and shall cause the Work to be performed in accordance with the Contract Documents.
- 6) CM/GC shall schedule and conduct pre-construction, construction and progress meetings. CM/GC shall prepare and promptly distribute minutes of all such meetings. Said minutes shall not be considered official minutes until approved by County. At the beginning of each meeting, the minutes of the prior meeting shall be the first item on the agenda and the minutes shall be reviewed for editing or approval at that time.
- 7) CM/GC shall provide an updated critical path schedule prior to the commencement of the Work. This critical path schedule shall be further updated in a prompt manner to reflect any changes. CM/GC shall comply with all scheduling requirements in the Contract Documents.
- 8) CM/GC shall perform regular monitoring of the approved estimate of construction cost, including actual costs for activities in progress and estimates for uncompleted tasks. CM/GC shall promptly identify in writing to County and A/E, variances between actual/estimated costs in regard to the budget for the FLCC. CM/GC shall use its best efforts to work with the A/E as a team in an effort to have the designs that are presented to County properly determined in advance by CM/GC to meet the FLCC. CM/GC shall:
 - a) Maintain cost accounting records on authorized Work performed under unit costs and Work performed on the basis of actual costs of labor and materials.
 - b) Recommend necessary or desirable changes to County, review requests for changes, review Subcontractor pricing, and procure reasonable subcontractors' bids.
 - c) Develop and implement procedures for the review and processing of applications by Subcontractor for progress and final payments.
- 9) CM/GC shall be responsible for the overall safety of the Project and shall review the safety programs developed by Subcontractor. CM/GC shall fulfill the safety requirements provided for in the General Conditions.
- 10) If required by County or the Contract Documents, CM/GC shall assist County in selecting and retaining the professional services of surveyors, special consultants and testing laboratories and coordinate their services.
- 11) CM/GC shall determine that the Work of Subcontractor is being performed in accordance with the Contract Documents. CM/GC shall promptly remediate any defects or deficiencies in the Work. CM/GC is solely responsible for the performance of Subcontractor, Sub-subcontractor, and other subcontractors at any tier. Subject to review by the County and the A/E, CM/GC shall reject Work that does not conform to the requirements of the Contract Documents.
- 12) CM/GC shall timely arrange for all code inspections, special inspections or testing needed to assure compliance with the Contract Documents.

- 13) CM/GC shall promptly submit to the A/E and County, any subcontractor requests for interpretations of the drawings and specifications, and promptly assist in the resolution of such requests.
- 14) CM/GC shall receive certificates of insurance from Subcontractor, and upon specific request by County, forward such to County.
- 15) CM/GC shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. CM/GC shall receive from Subcontractor all Shop Drawings, Product Data, Samples and other submittals, and review such for conformance with the Contract Documents. After review by CM/GC, CM/GC shall deliver the submittals to the A/E and County for review.
- 16) CM/GC shall keep a daily log containing a record of weather conditions, Subcontractor Work on the site, Sub-subcontractor Work on the site, number of workers, Work accomplished, all necessary data for verification of Subcontractor and Sub-subcontractor performance, including unit quantities, problems encountered, and other data as County may require. CM/GC shall make the log available to County and A/E promptly upon request.
CM/GC shall maintain at the Project site, on a current basis: a record copy, all of which shall be marked to record all changes made during construction, of all contracts, specifications, Drawings, Addenda, Change Orders and other Modifications, all Shop Drawings, Product Data, Samples, submittals, purchases, materials, equipment, maintenance and operating manuals and instructions, as well as other related documents and revisions related to the Project. CM/GC shall make all records promptly available to County upon request.
- 17) At the completion of the Project, CM/GC shall promptly submit to the County and A/E all operation and maintenance manuals and as-built record drawings. A/E will review these submittals for accuracy and then promptly forward the submittals to County.
- 18) CM/GC shall arrange for delivery, storage, protection/security for County-purchased items that are delivered to CM/GC.
- 19) CM/GC shall observe Subcontractor testing and operation of utilities, control systems and equipment with County's designated agents, if applicable, the NE and the County's maintenance personnel.
- 20) CM/GC shall notify the County and A/E when the Project, or a portion thereof, is ready for a Substantial Completion inspection. Upon Substantial Completion, CM/GC shall promptly complete all punch list items consistent with the Contract Documents.

6. Additional Services/Work.

- A. It is understood and agreed by the Parties hereto that no money will be paid to CM/GC for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the Contract Documents for such additional labor or materials has been executed. County specifically reserves the right to modify or amend this Agreement and the total sum due hereunder, either by enlarging or restricting the scope of the Work, including services.

- B. The following additional services shall be performed by CM/GC upon authorization in advance and in writing from County and shall be paid for as provided in this Agreement:
- 1) Services related to County-provided furnishings and equipment not specified in the Contract Documents.
 - 2) To the extent not the fault of CM/GC, consultation on replacement of Work damaged by fire or other cause during construction and furnishing services in conjunction with the replacement of such Work.
 - 3) To the extent not the fault of CM/GC, inspections of, and services related to, the Project after the end of the warranty period.
 - 4) Other services that are not part of CM/GC's basic services and not otherwise specified in this Agreement, upon advance written direction from County.
 - 5) Reserved.
 - 6) Other than for those matters caused by the fault or negligence of Contractor, actual costs incurred due to an emergency affecting the safety of persons and property. Advance authorization by County is not needed for CM/GC to be entitled to these costs.
 - 7) Mark-up for Subcontractor additional Work.
 - a) For additional Work performed by Subcontractor that was not part of the scope of Work related to the GMP, CM/GC will be compensated 5% of the subcontract or material price in lieu of markups otherwise provided for in the General Conditions. This compensation is for home office coordination as well as CM/GC overhead and profit.
 - b) Subcontractor shall receive a markup for additional Work in accordance with the General Conditions.

7. Time and Delay Remedy.

- A. Time is of the essence for the performance required by this Agreement. CM/GC shall perform basic and additional services in an expeditious manner and consistent with the standard of care requirements of this Agreement.
- B. At the time a bid date is set for a particular subcontract, County and CM/GC will jointly establish a completion date (or dates) for the Work of that subcontract, which shall be consistent with the County-approved project schedule for the entire Project.
- C. CM/GC agrees to pay liquidated damages in the amount of \$1,000.00 per day for each day after expiration of the Contract Time until CM/GC achieves Substantial Completion of the Project. This provision for liquidated damages:
- 1) is to compensate County for delay only;
 - 2) is provided for herein because actual damages cannot be readily ascertained at the time of execution of this Agreement;
 - 3) is not a penalty; and
 - 4) shall not prevent County from maintaining claims for other non-delay damages, such as costs to complete or remedy defective Work.
- D. No PRE, Claim or action shall be maintained by CM/GC, Subcontractor, Sub-subcontractor or suppliers at any tier, against County for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of County or its officers, employees or agents except as permitted by the Contract Documents.
- E. Extension of Time requests must comply with the General Conditions.

- F. CM/GC and County waive claims against each other for consequential damages arising out of or relating to the Contract Documents. This mutual waiver includes:
- 1) Damages incurred by County for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity, excluding liquidated damages identified in the Contract Documents; and
 - 2) Damages incurred by CM/GC for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business and reputation, and for the loss of profit, except anticipated profit arising directly from the Work of this Agreement.

This mutual waiver is applicable to consequential damages arising from either party's termination of the Contract Documents, excluding liquidated damages identified in the Contract Documents.

8. County's Responsibilities.

- A. County has provided the requirements for the Project in the RFP, which is part of the Contract Documents.
- B. County has advised CM/GC of the budget of the Project, which is the FLCC identified in the RFP and this Agreement.
- C. County shall designate one or more representative(s) authorized to act on behalf of the parties with respect to the Project. County shall examine documents submitted by CM/GC and shall render decisions pertaining thereto in a timely manner in order to avoid unreasonable delay in the progress of CM/GC's Work as indicated by the County-approved critical path schedule.
- D. County may furnish structural, mechanical, chemical and other laboratory tests, inspections and reports. CM/GC shall cooperate with any such tests or inspections.
- E. County may audit applications for payments or any other aspect of the Work of CM/GC and of Subcontractor, Sub-subcontractor or suppliers at any tier. CM/GC shall cooperate with County in providing all necessary information for any County audit.
- F. County shall assure that CM/GC is provided the construction documents in a digital format. CM/GC shall be responsible for making any further copies of the Construction Documents, subject to the copyright requirements in the General Conditions.
- G. County reserves the right to perform Work related to the Project with County's own forces, and to award contracts to other entities in connection with the Project, which are not part of CM/GC's responsibilities under this Agreement. CM/GC shall coordinate CM/GC's Work with work of County's separate contractors as required by the Contract Documents. CM/GC shall promptly notify County in writing if any such independent action will in any way compromise CM/GC's ability to meet CM/GC's responsibilities under this Agreement.

9. **Governmental Immunity Act of Utah.** The Parties acknowledge and agree that no provision of this Agreement or the Contract Documents shall be, or shall be construed as, a waiver of any applicable provision of the Governmental Immunity Act of Utah.

10. **Notices.** The Parties shall comply with the notice provisions of the General Conditions. The initial addresses of the Parties for noticing purposes shall be as follows:

<p><u>If to County:</u> San Juan County Attn: Mack McDonald 117 South Main P.O. Box #9 Monticello, Utah 84535</p> <p><u>With a copy to:</u> San Juan County Attn: Attorney's Office P.O. Box #9 Monticello, Utah 84535</p>	<p><u>If to CM/GC:</u> Joe Reynolds, CEO 3900 North Traverse Mountain Road Suite 202 Lehi, Utah 84043</p>
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11. **Successor and Assigns.** County and CM/GC, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Agreement. CM/GC shall not assign this Agreement without the prior written consent of County, nor shall CM/GC assign any money due or to become due as well as any rights under this Agreement, without prior written consent of County.

12. **Extent of This Agreement.**
 - A. This Agreement includes this Agreement, the General Conditions, the RFP, the Proposal, Drawings, Specifications, Addenda, other documents listed or identified in this Agreement or the General Conditions, CM/GC's bonds, and Modifications issued after execution of this Agreement. This Agreement represents the entire and integrated Agreement between County and CM/GC and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both County and CM/GC.
 - B. The following documents shall be read together with the provisions of this Agreement, and in case of irreconcilable conflict between any provisions of the various documents, the first mentioned document in the following list shall control: Modifications, Addenda, this Agreement, the General Conditions, the RFP, and the Proposal.

13. **Contract Date.** The date of this Agreement and the date upon which it shall become effective is the date that this Agreement is executed and dated by the final party to execute and date this Agreement.

14. **Authority to Execute and Perform Agreement.** CM/GC and County each represent that the execution of this Agreement and the performance thereunder is within its respective duly authorized powers. Each signatory below represents that he/she is duly authorized by its respective entity to execute this Agreement on behalf of its respective entity.

15. **Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the Parties sign this Agreement in counterparts, each will be deemed an original but all counterparts together will constitute one Agreement. If the parties digitally sign this contract or electronically transmit signatures for this Agreement by email, such signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have each executed this Agreement on the dates set forth below.

<p>SAN JUAN COUNTY</p> <p>By: _____ Jamie Harvey, Chair Board of San Juan County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan, San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>SIRQ, INC</p> <p>By: _____ Joe Reynolds, CEO</p> <p>Date: _____</p>
--	--

ATTACHMENT A

(The RFP)

ATTACHMENT B

(The Proposal)

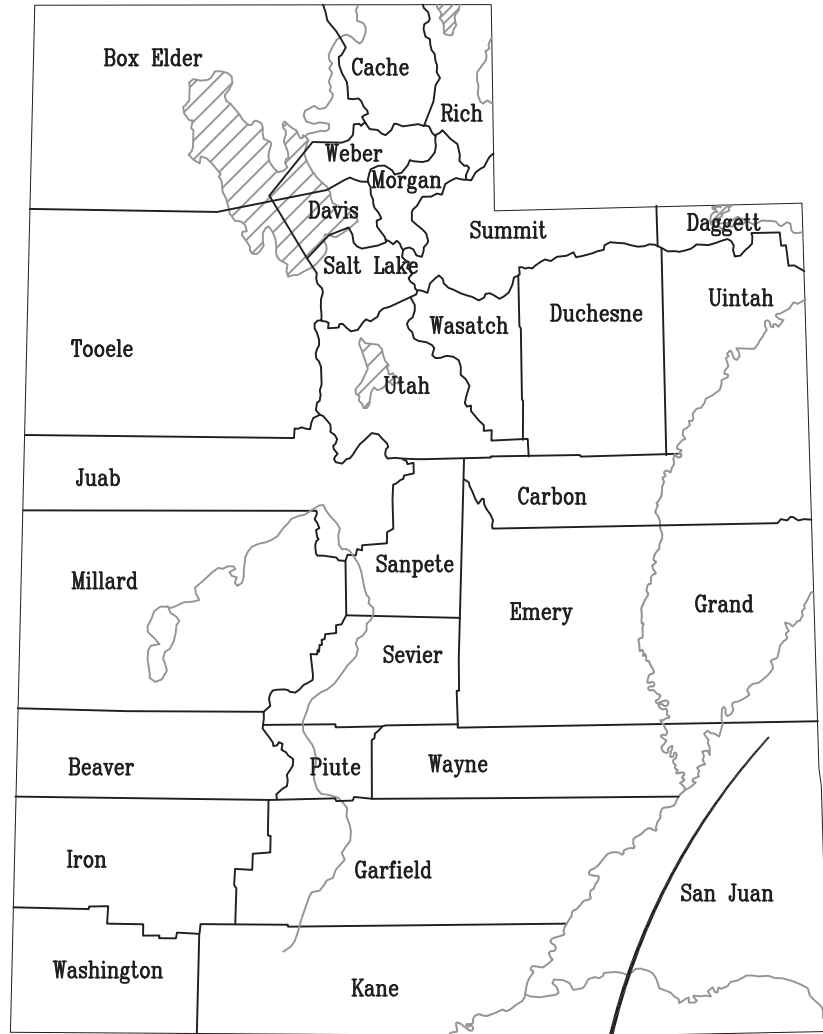
CONTRACT DOCUMENTS LIST

No.	Document
1	Contract Documents List
2	Project Plans and Drawings
3	Specifications
4	Bidder General Information
4A	Bid Schedule
5	Bid
6	Project Contract (<i>Contractor's Agreement</i>)
7	General Conditions
8	Supplemental Conditions
9	Performance Bond
10	Payment Bond
11	Notice to Proceed
12	Acceptance of Notice to Proceed
13	Change Order (<i>form</i>)
14	Work Directive and Authorization (<i>form</i>)
15	Request for Clarification (<i>form</i>)
16	Draw Request
17	Certificate of Substantial Completion (<i>form</i>)
18	Temporary Easement Agreement
19	
20	
21	
22	
23	

PROJECT PLANS AND DRAWINGS

The *Project Plans and Drawings* for the above-designated Project are to be distributed in PDF form or on digital medium thumb drive but are incorporated herein by reference as part of the Contract Documents.

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 1 COVER SHEET



CONSTRUCTION PLANS PREPARED FOR SAN JUAN PACK CREEK EWP 2021 PHASE 1 DESIGNED BY UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

CLEARANCES AND PERMITS

IT SHALL BE THE RESPONSIBILITY OF THE SPONSOR TO OBTAIN ALL NECESSARY CLEARANCES, PERMITS, RIGHTS OF WAY, AND TO COMPLY WITH ALL ORDINANCES AND LAWS PERTAINING TO THE CONSTRUCTION OF THIS PROJECT.

IT SHALL BE THE RESPONSIBILITY OF THE SPONSOR TO ASSURE THAT THE PROJECT IS CONSTRUCTED ACCORDING TO THE ATTACHED DRAWINGS AND SPECIFICATIONS. ANY CHANGES SHALL BE SUBMITTED IN WRITING TO THE NRCS 48 HOURS PRIOR TO IMPLEMENTATION FOR APPROVAL.

GENERAL NOTES

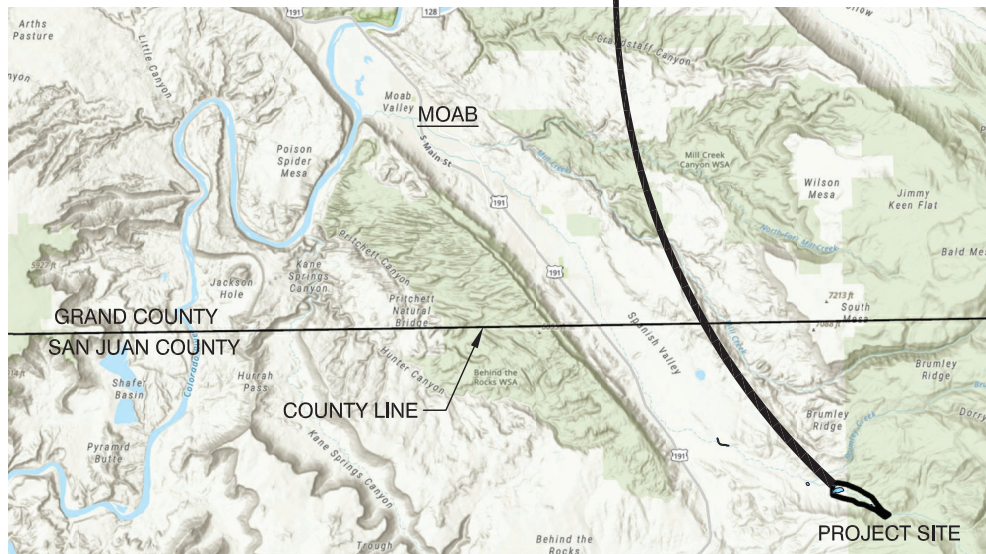
THE CONSTRUCTION PLANS INCLUDE THESE DRAWINGS AS WELL AS THE ATTACHED SPECIFICATIONS AND OPERATIONS AND MAINTENANCE PLAN.

LOCATION OF UTILITIES

NO REPRESENTATION IS MADE AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES PUBLIC OR PRIVATE.

THE COOPERATOR MUST OBTAIN THE EXACT LOCATION AND DEPTH OF ALL UTILITIES FROM THE UTILITY COMPANIES PRIOR TO EXCAVATION OR CONSTRUCTION ACTIVITIES.

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	OVERALL PLAN VIEW
3	3-STEP GRADE CONTROL STRUCTURE
4	4-STEP GRADE CONTROL STRUCTURE
5	LOW WATER CROSSING
6	LOW WATER CROSSING DETAILS
7	IRRIGATION OUTLET STRUCTURE
8	J-HOOK DETAILS
9	IRRIGATION OUTLET DETAILS
10	ROCK WALL DETAILS
11	WATER AND POWER CROSSING



SECTIONS 22 & 23, TOWNSHIP 27 SOUTH, RANGE 23 EAST, SALT LAKE BASE AND MERIDIAN (SLBM)

NRCS CONTACT INFORMATION:
 Jason Dodds NRCS Engineer
 2390 West Highway 56, Suite 14
 Cedar City, UT 84721
 435-868-3947 Office
 435-590-7661 Mobile

NRCS SHALL BE NOTIFIED 72 HOURS PRIOR TO CONSTRUCTION.

I HAVE REVIEWED THESE PLANS, DETAILS, SPECIFICATIONS AND O&M AGREEMENTS, AND FIND THEM ACCEPTABLE.

SPONSOR _____ DATE _____



KNOW WHAT'S BELOW!
 CONTACT BLUE STAKES OF UTAH 811 TO HAVE UTILITY LINES LOCATED AND MARKED. VISIT BLUESTAKES.ORG OR CALL 811 AT LEAST 48 HOURS BEFORE EXCAVATING. IT'S FREE AND IT'S THE LAW!

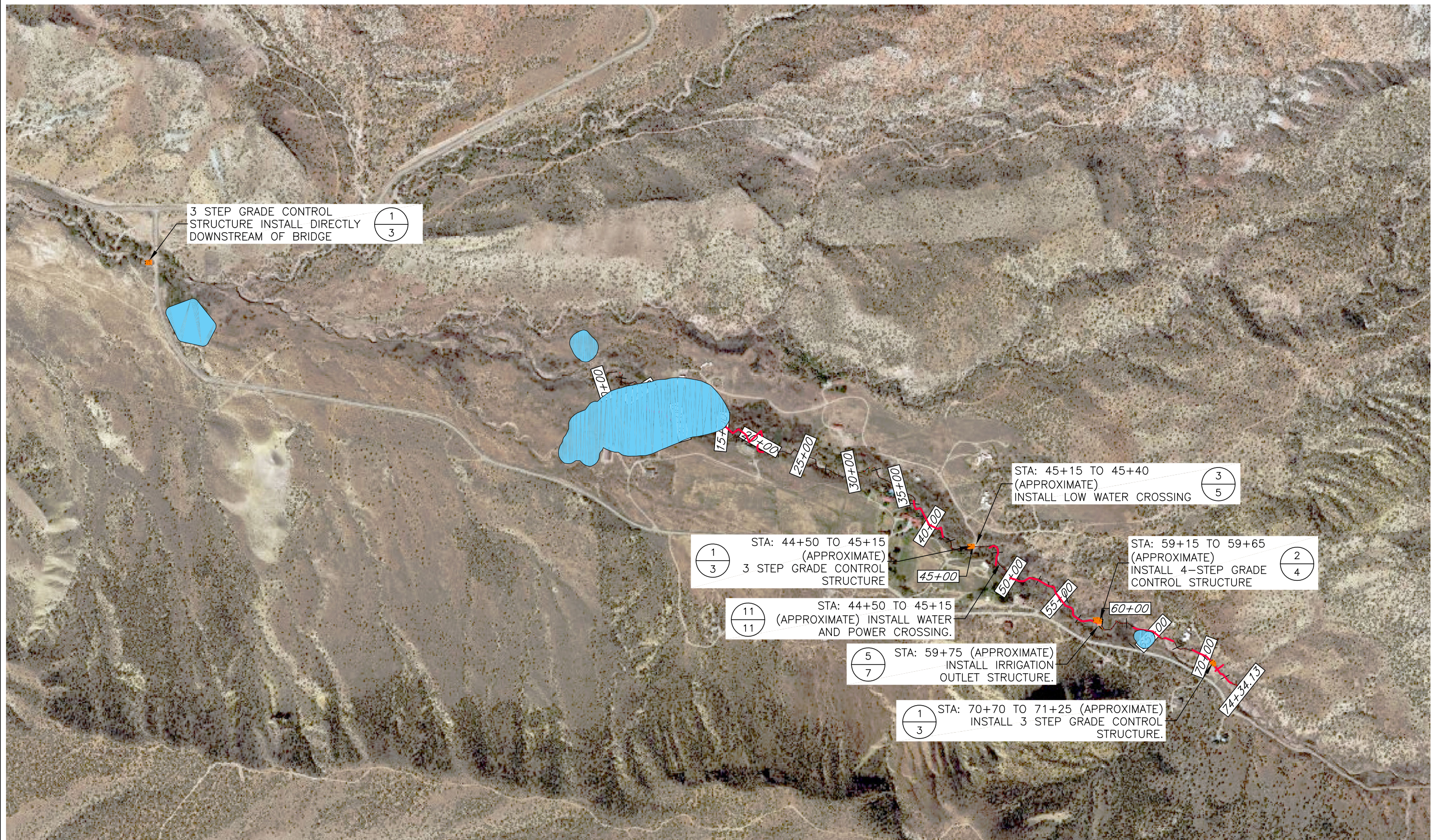
Date 6/2023
 Item 13.
 Designed JD
 Drawn JD & J Rob
 Checked JHR & SMS
 Approved JASON DODDS
Digitally signed by JASON DODDS Date: 2024.07.23 08:17:25

COVER SHEET
 SAN JUAN PACK CREEK EWP 2021 PHASE 1
 Job Class V
 San Juan County, Utah
 San Juan County Soil Conservation District



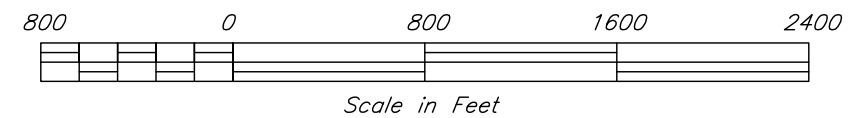
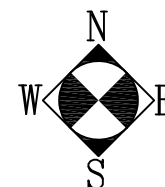
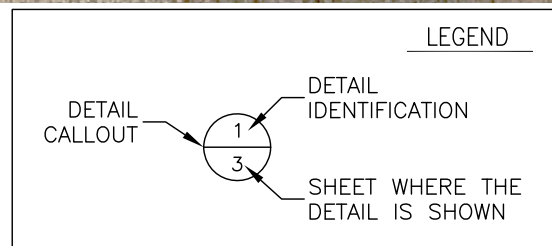
File No. Pack creek dodds.dwg
 Drawing No.
 1/22/24
 Sheet 1 146

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 2 OVERALL PLAN VIEW



CONSTRUCTION NOTES:

1. THE EXACT LOCATION OF EACH STRUCTURE WILL BE FLAGGED PRIOR TO CONSTRUCTION.



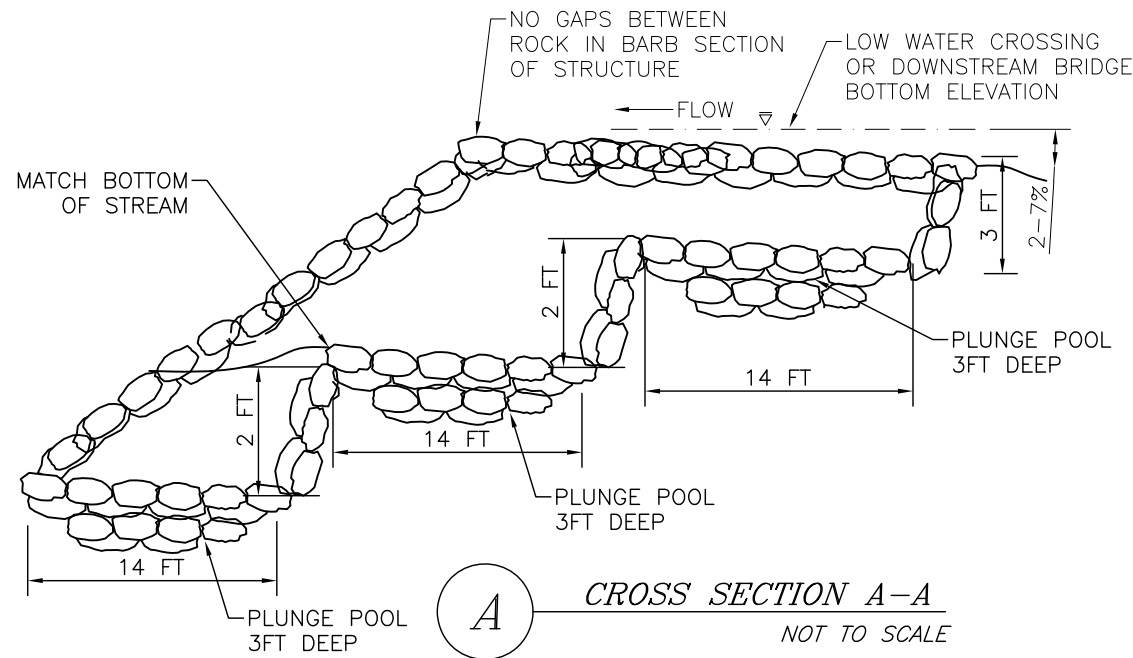
Date	6/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	12/
Checked	JHR & SMS	6&12/
Approved	JD	1/22/

OVERALL PLAN VIEW
SAN JUAN PACK CREEK EWP 2021 PHASE 1
 Job Class V
 San Juan County, Utah
 San Juan County Soil Conservation District



File No.	Pack creek dodds.dwg
Drawing No.	
1/22/24	147
Sheet 2	

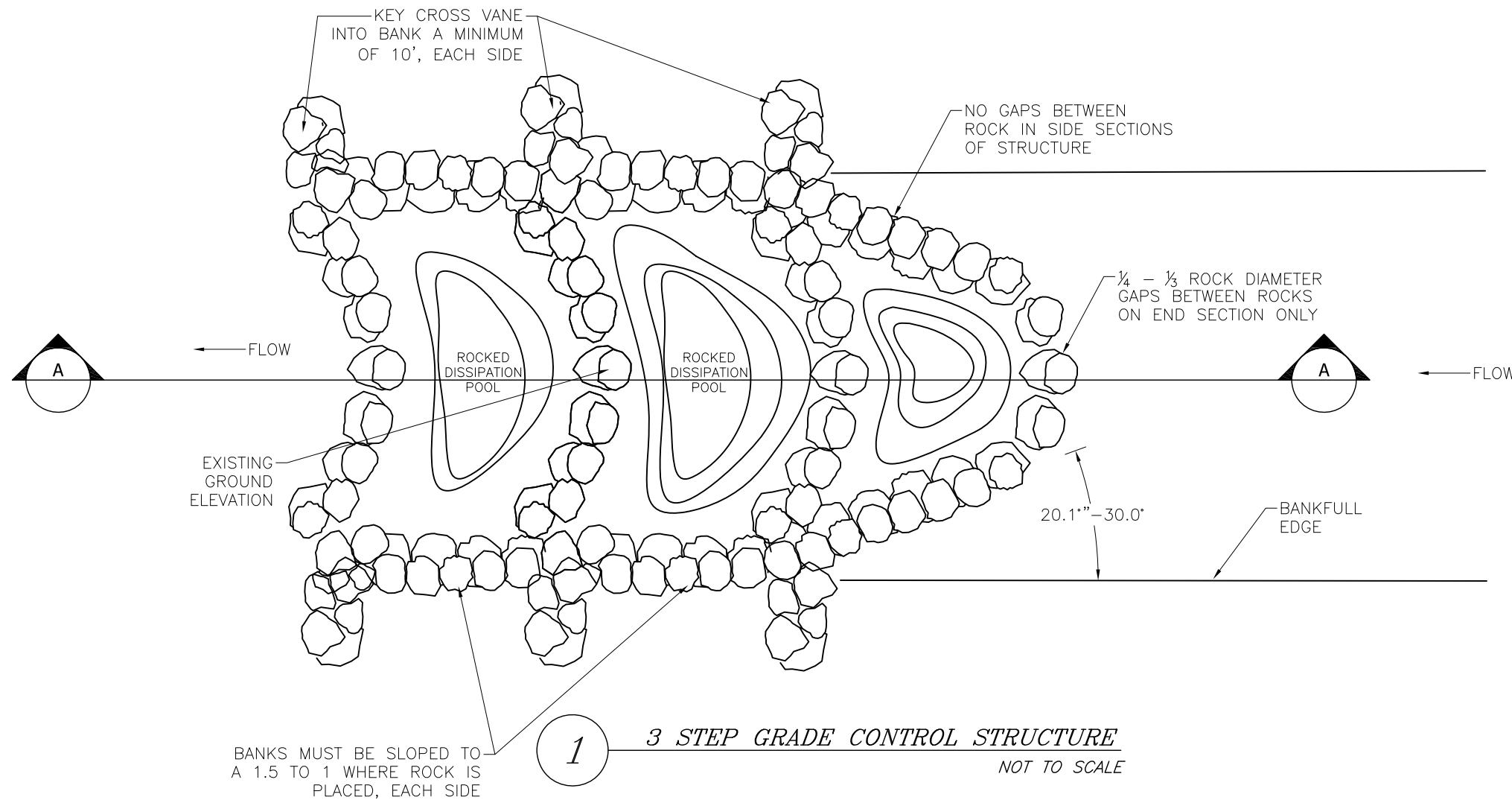
1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 3 3-STEP GRADE CONTROL STRUCTURE



CROSS SECTION A-A
NOT TO SCALE

NOTES:

1. THE GRADE CONTROL STRUCTURE WILL HAVE APPROXIMATELY THREE 2 FT DROPS TO DISSIPATE ENERGY THESE STRUCTURES WILL HAVE TO BE FIELD FIT DURING THE TIME OF CONSTRUCTION AS THE STREAM IS CHANGING.
2. ROCK SIZE SHALL HAVE A DIAMETER BETWEEN 19"-36".
3. INDIVIDUAL ROCK FRAGMENTS SHALL BE DENSE, SOUND, AND FREE FROM CRACKS, SEAMS, AND OTHER DEFECTS CONDUCTIVE TO ACCELERATED WEATHERING. EXCEPT AS OTHERWISE SPECIFIED, THE ROCK FRAGMENTS SHALL BE ANGULAR TO SUB-ANGULAR. THE LEAST DIMENSION OF AN INDIVIDUAL ROCK FRAGMENT SHALL BE NOT LESS THAN ONE-THIRD THE GREATEST DIMENSION OF THE FRAGMENT. ASTM D 4992 PROVIDES THE GUIDANCE ON SELECTING ROCK FROM A SOURCE. NRCS MUST APPROVE ALL ROCK MATERIAL. NRCS WILL ESTABLISH ALL ELEVATIONS PRIOR TO INSTALLATION.
4. THE ROCK SHALL HAVE A MINIMUM UNIT WEIGHT = 165 LBS/FT³
5. AVERAGE BANKFULL DEPTH (d_{bkt}) = 1'. AVERAGE BANKFULL WIDTH = 15'.
6. KEY INTO BANK A MINIMUM OF 10'. ROCK SIZE FOR KEY = 19"-36".
7. APPROXIMATE AMOUNT OF ROCK FOR THIS STRUCTURE: 166 YDS³.
8. VOLUME OF ROCK WAS ESTIMATED BY MULTIPLYING THE AREA OF THE STRUCTURE BY 3 FT DEEP.

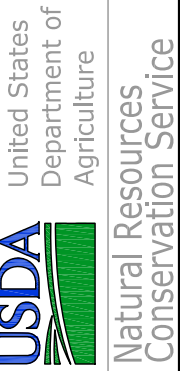


3 STEP GRADE CONTROL STRUCTURE
NOT TO SCALE

BANKS MUST BE SLOPED TO A 1.5 TO 1 WHERE ROCK IS PLACED, EACH SIDE

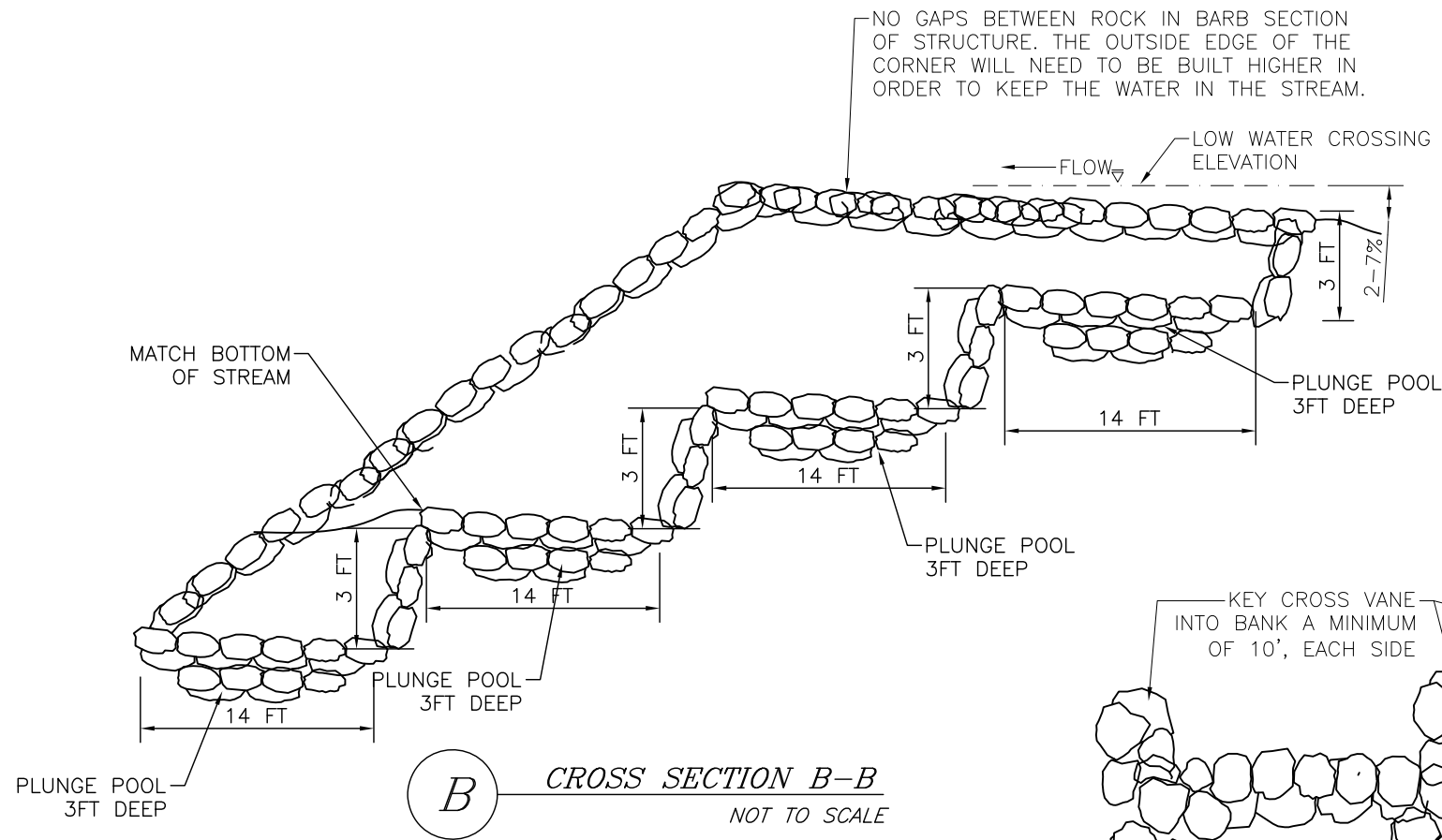
Date	6/2023	Item	13.
Designed	JD	Drawn	JD & J Rob
Checked	JHR & SMS	6&12/	
Approved	JD	1/22/	

3-STEP GRADE CONTROL STRUCTURE
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District

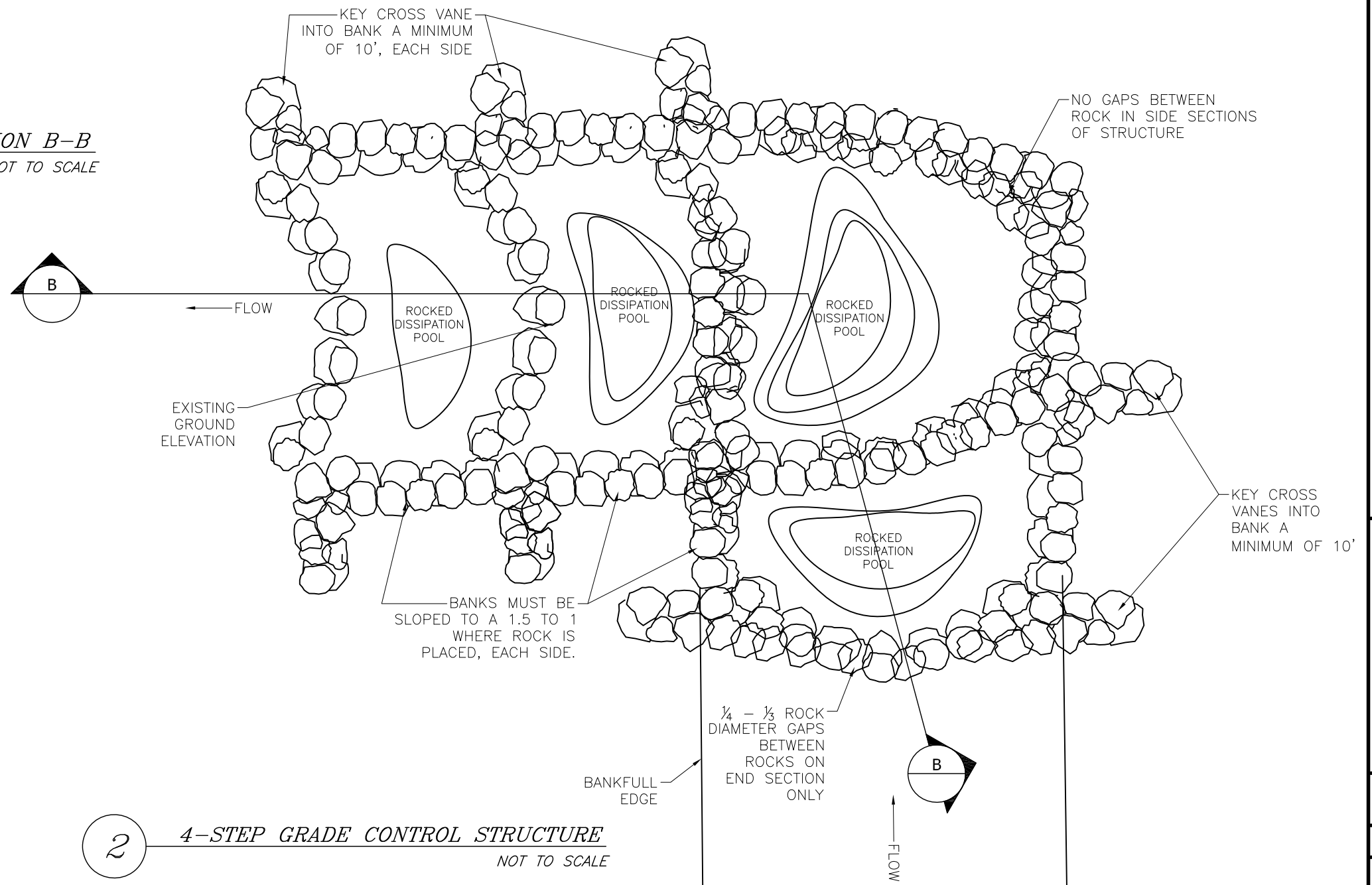


File No.	Pack creek dodds.dwg
Drawing No.	148
Sheet	3

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 4 4-STEP GRADE CONTROL STRUCTURE



B CROSS SECTION B-B
NOT TO SCALE



2 4-STEP GRADE CONTROL STRUCTURE
NOT TO SCALE

NOTES:

1. THE GRADE CONTROL STRUCTURE WILL HAVE APPROXIMATELY FOUR 3 FT DROPS TO DISSIPATE ENERGY THESE STRUCTURES WILL HAVE TO BE FIELD FIT DURING THE TIME OF CONSTRUCTION AS THE STREAM IS CHANGING.
2. ROCK SIZE SHALL HAVE A DIAMETER BETWEEN 19"-36".
3. INDIVIDUAL ROCK FRAGMENTS SHALL BE DENSE, SOUND, AND FREE FROM CRACKS, SEAMS, AND OTHER DEFECTS CONDUCTIVE TO ACCELERATED WEATHERING. EXCEPT AS OTHERWISE SPECIFIED, THE ROCK FRAGMENTS SHALL BE ANGULAR TO SUB-ANGULAR. THE LEAST DIMENSION OF AN INDIVIDUAL ROCK FRAGMENT SHALL BE NOT LESS THAN ONE-THIRD THE GREATEST DIMENSION OF THE FRAGMENT. ASTM D 4992 PROVIDES THE GUIDANCE ON SELECTING ROCK FROM A SOURCE. NRCS MUST APPROVE ALL ROCK MATERIAL. NRCS WILL ESTABLISH ALL ELEVATIONS PRIOR TO INSTALLATION.
4. THE ROCK SHALL HAVE A MINIMUM UNIT WEIGHT = 165 LBS/FT³
5. AVERAGE BANKFULL DEPTH (d_{bkf}) = 1'. AVERAGE BANKFULL WIDTH = 15'.
6. KEY INTO BANK A MINIMUM OF 10'. ROCK SIZE FOR KEY = 19"-36".
7. APPROXIMATE AMOUNT OF ROCK FOR THIS STRUCTURE: 260 YDS³.
8. VOLUME OF ROCK WAS ESTIMATED BY MULTIPLYING THE AREA OF THE STRUCTURE BY 3 FT DEEP.

Date	6/2023	Item	13.
Designed	JD	Drawn	JD & J Rob
Checked	JHR & SMS	Approved	JD
			1/22/24

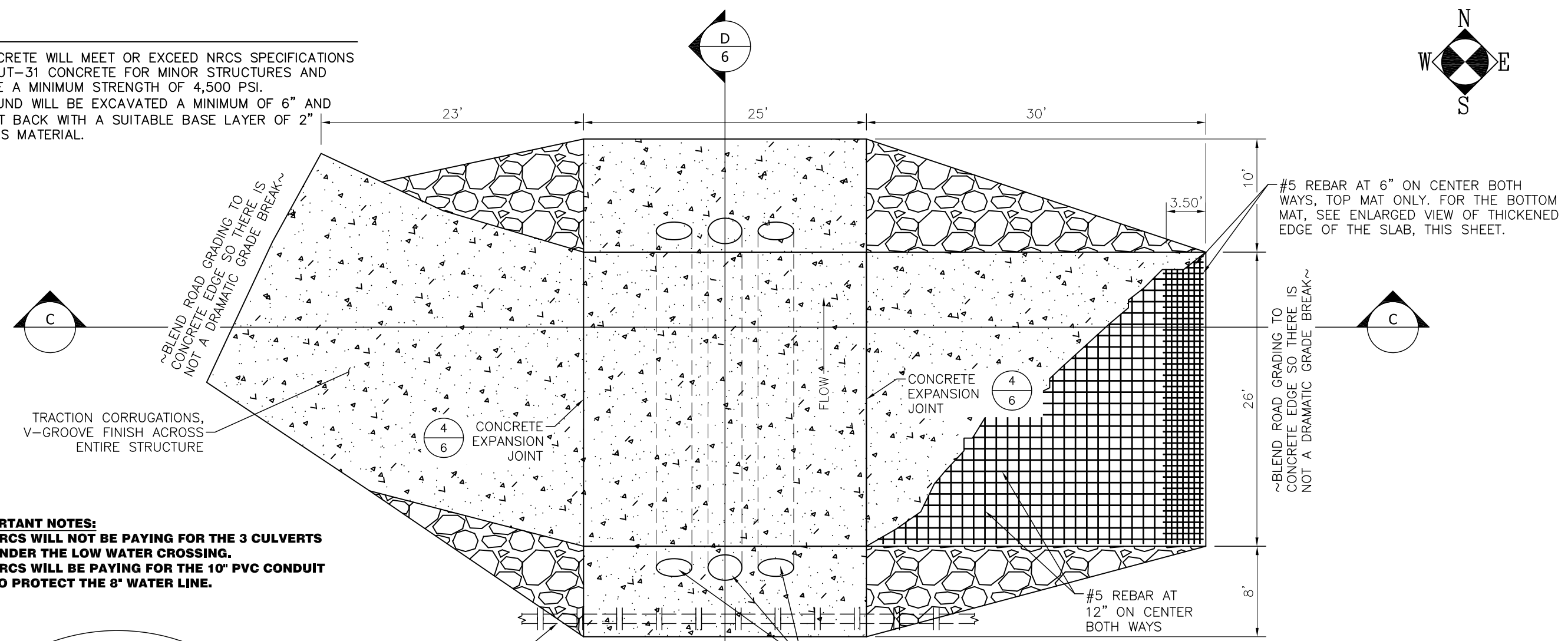
4-STEP GRADE CONTROL STRUCTURE
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District



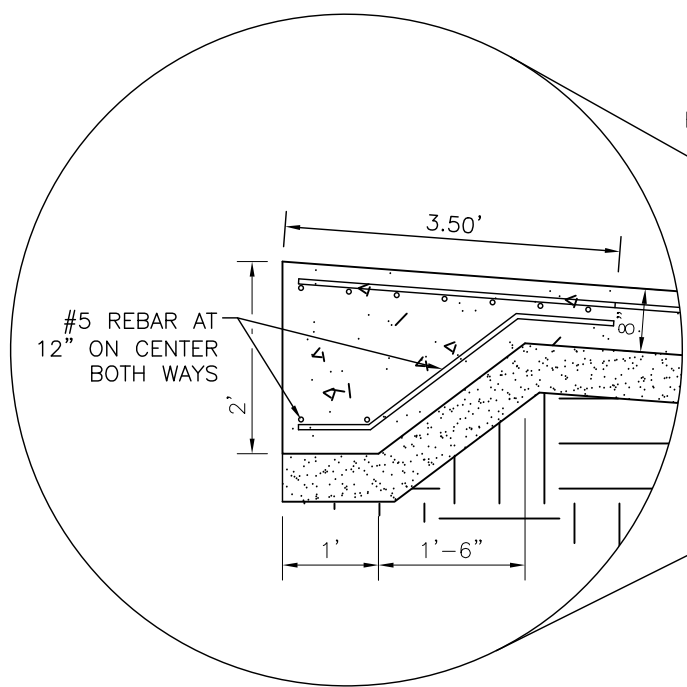
NOTES:

1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
2. GROUND WILL BE EXCAVATED A MINIMUM OF 6" AND BUILT BACK WITH A SUITABLE BASE LAYER OF 2" MINUS MATERIAL.

Date	6/2023	Item	13.
Designed	JD	Drawn	JD & J Rob
Checked	JHR & SMS	Approved	JD
			1/22/24



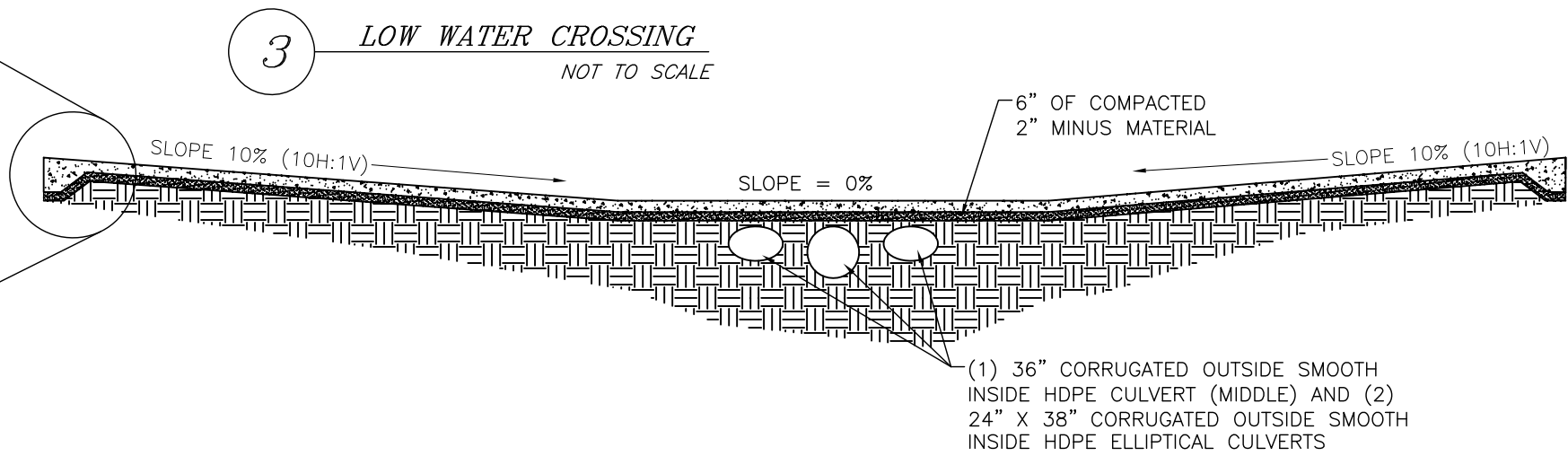
- IMPORTANT NOTES:**
1. NRCS WILL NOT BE PAYING FOR THE 3 CULVERTS UNDER THE LOW WATER CROSSING.
 2. NRCS WILL BE PAYING FOR THE 10" PVC CONDUIT TO PROTECT THE 8' WATER LINE.



ENLARGED VIEW OF THICKENED EDGE OF THE SLAB (NOT TO SCALE)

40 FEET OF 10" IPS 100 PSI PVC CONDUIT PIPE FOR CULINARY WATER LINE

(1) 36" CORRUGATED OUTSIDE SMOOTH INSIDE HDPE CULVERT (MIDDLE) AND (2) 24" X 38" CORRUGATED OUTSIDE SMOOTH INSIDE HDPE ELLIPTICAL CULVERTS



CROSS SECTION C-C (NOT TO SCALE)

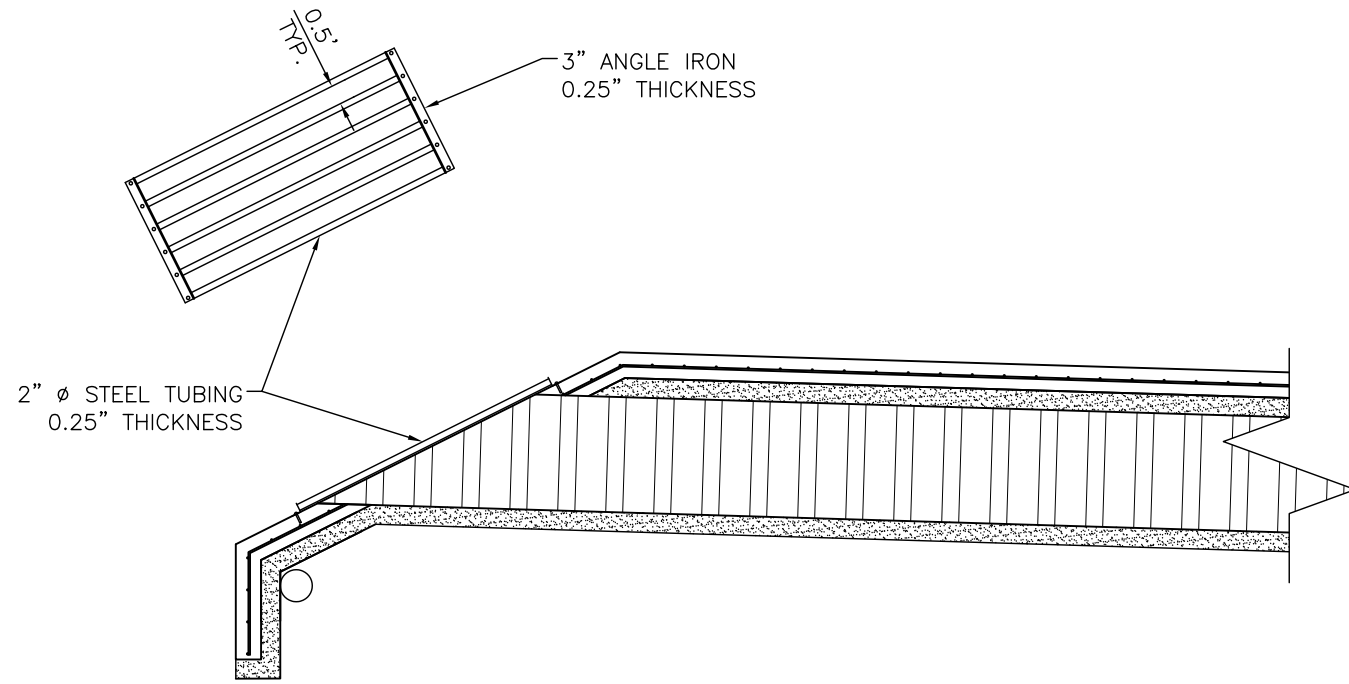
(1) 36" CORRUGATED OUTSIDE SMOOTH INSIDE HDPE CULVERT (MIDDLE) AND (2) 24" X 38" CORRUGATED OUTSIDE SMOOTH INSIDE HDPE ELLIPTICAL CULVERTS

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 5 LOW WATER CROSSING

LOW WATER CROSSING
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County Soil Conservation District
San Juan County, Utah



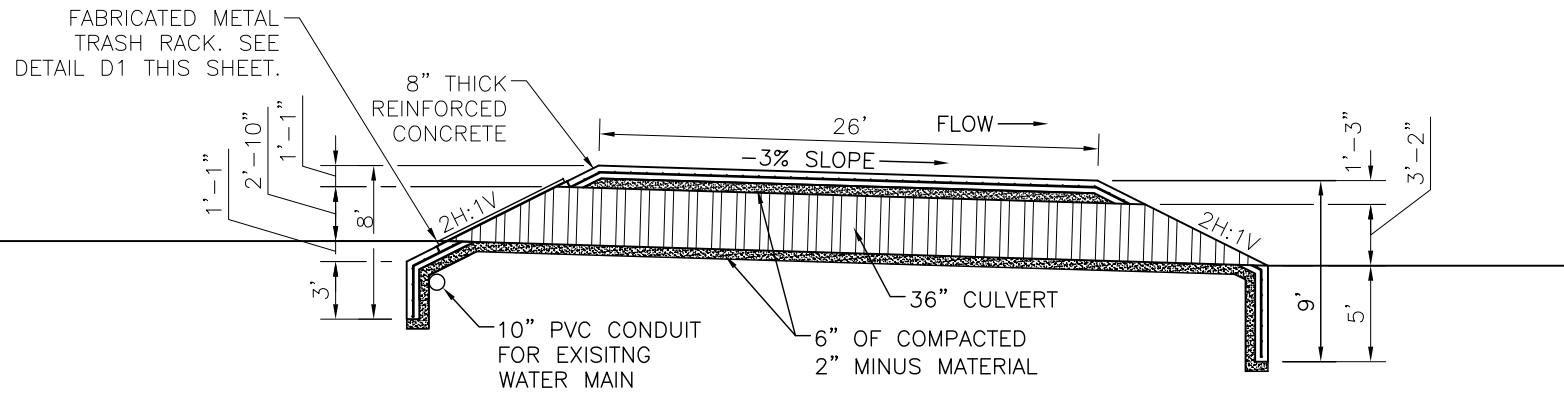
1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 6 LOW WATER CROSSING DETAILS



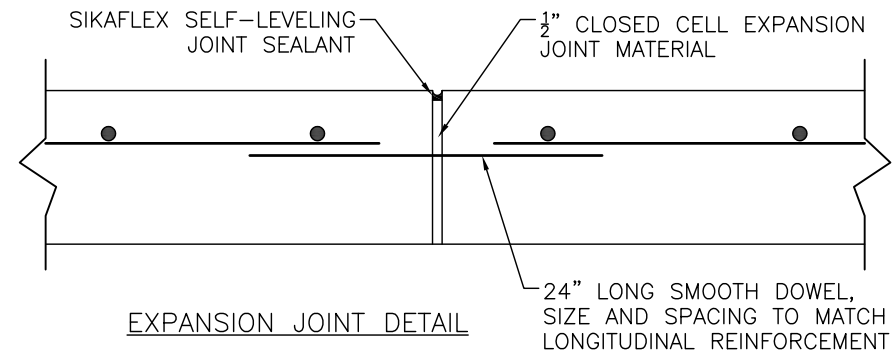
D1 TRASH RACK
NOT TO SCALE

NOTES:

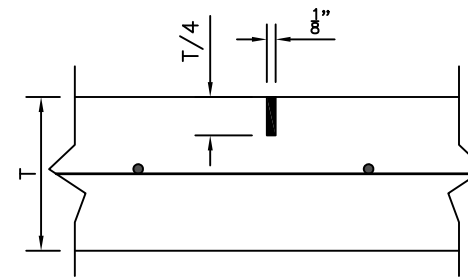
1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
2. ALL REBAR SHALL BE #5 ON 12" CC BOTH DIRECTIONS.
3. GROUND WILL BE EXCAVATED A MINIMUM OF 6" BELOW THE TOP OF THE EXISTING LOW WATER CROSSING.



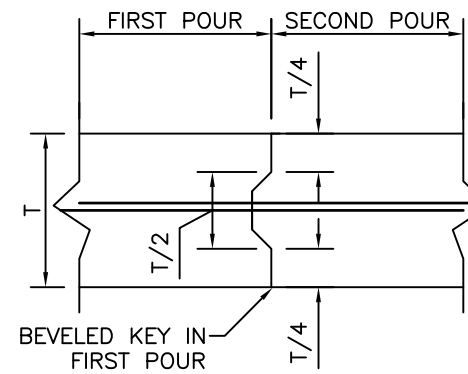
D CROSS SECTION D-D
NOT TO SCALE



EXPANSION JOINT DETAIL



SAW CUT JOINT DETAIL



CONSTRUCTION JOINT DETAIL

4 CONCRETE JOINT DETAILS
NOT TO SCALE

Date	6/2023	Item	13.
Designed	JD	Drawn	JD & J Rob
Checked	JHR & SMS	Approved	JD
			1/22/24

LOW WATER CROSSING DETAILS
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V



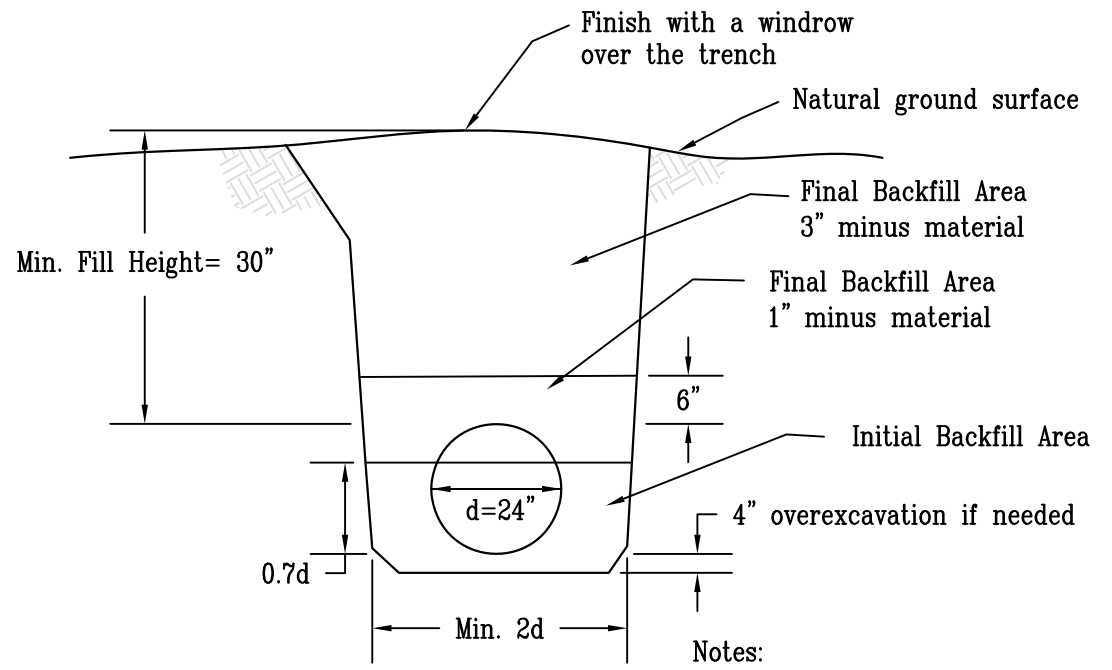
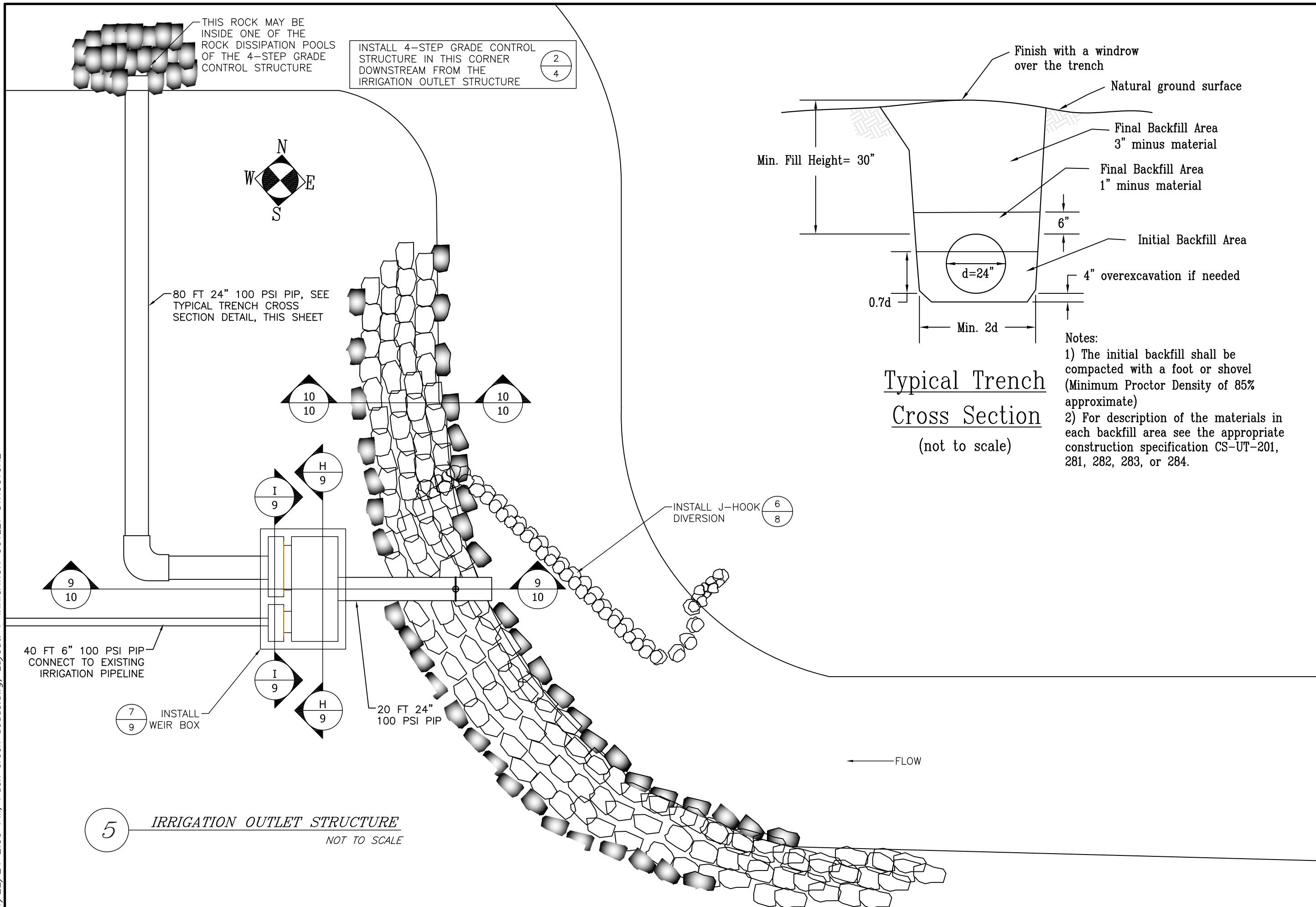
File No.
Pack creek dodds.dwg

Drawing No.

1/22/24
Sheet 6

San Juan County, Utah
San Juan County Soil Conservation District

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 7 IRRIGATION OUTLET STRUCTURE



**Typical Trench
Cross Section**
(not to scale)

- Notes:
- 1) The initial backfill shall be compacted with a foot or shovel (Minimum Proctor Density of 85% approximate)
 - 2) For description of the materials in each backfill area see the appropriate construction specification CS-UT-201, 281, 282, 283, or 284.

Date	6/2023	Item 13.
Designed	JD	JD & J Rob
Drawn	JD	JHR & SMS
Checked	JHR	6&12/
Approved	JD	1/22/

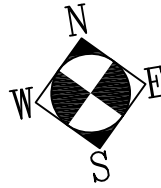
IRRIGATION OUTLET STRUCTURE
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District

United States Department of Agriculture
USDA
Natural Resources Conservation Service

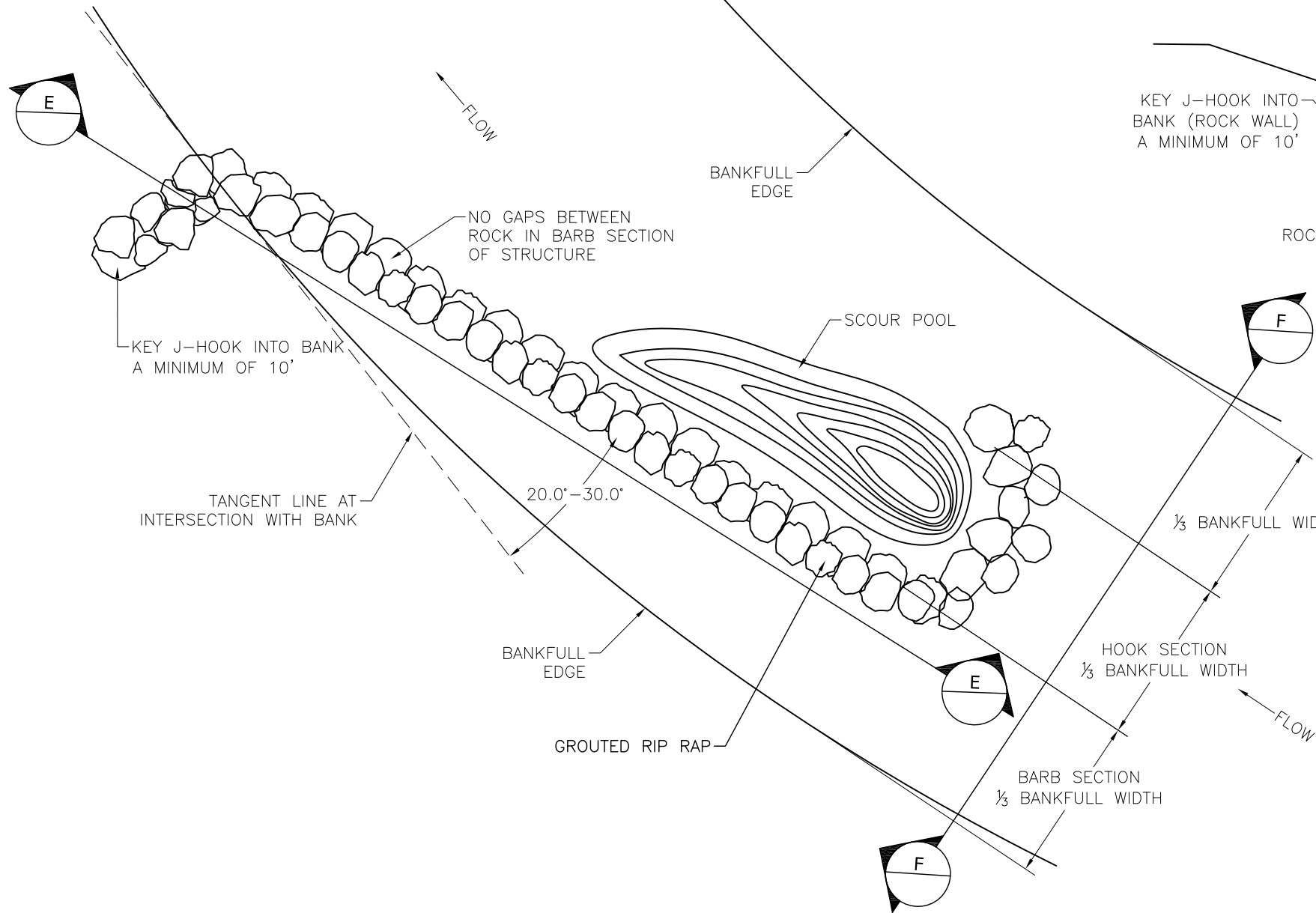
File No. Pack creek dodds.dwg
Drawing No. 152
Sheet 7

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 8 J-HOOK DETAILS

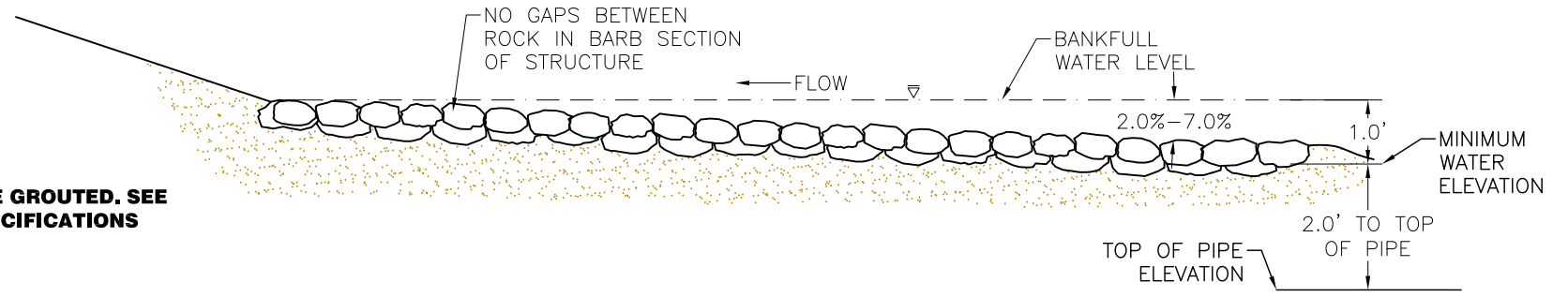
Stone Gradation	
Diameter	% Passing
35.6 in	100
30.3 in	75
27.4 in	60
25.4 in	50
23.5 in	40
21.2 in	30
18.5 in	20



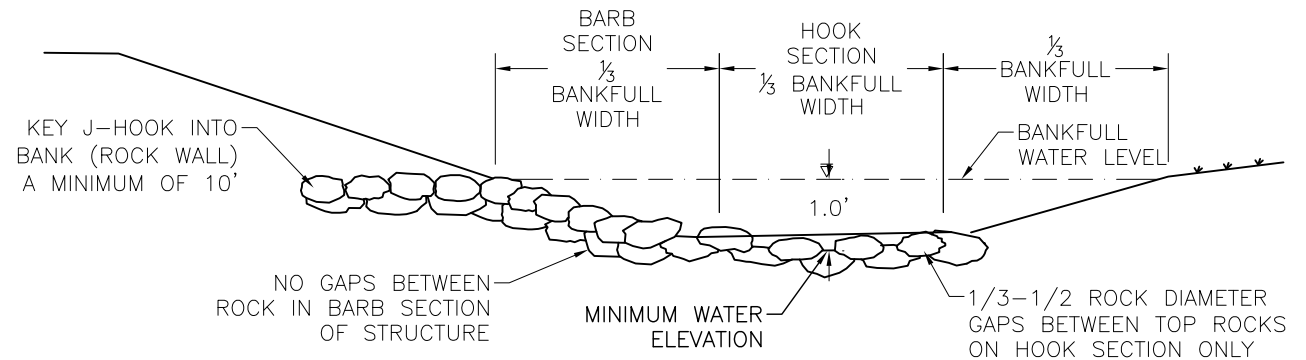
**IMPORTANT NOTE:
J-HOOK ROCK IS TO BE GROUTED. SEE
GROUTED RIP-RAP SPECIFICATIONS
FOR MORE DETAILS.**



6 J-HOOK DETAILS
NOT TO SCALE



E CROSS SECTION E-E - VIEW ALONG BARB
NOT TO SCALE



F CROSS SECTION F-F
NOT TO SCALE

NOTES:

- ROCK SIZE SHALL HAVE A DIAMETER BETWEEN 20"-36".
- INDIVIDUAL ROCK FRAGMENTS SHALL BE DENSE, SOUND, AND FREE FROM CRACKS, SEAMS, AND OTHER DEFECTS CONDUCTIVE TO ACCELERATED WEATHERING. EXCEPT AS OTHERWISE SPECIFIED, THE ROCK FRAGMENTS SHALL BE ANGULAR TO SUBROUNDED. THE LEAST DIMENSION OF AN INDIVIDUAL ROCK FRAGMENT SHALL BE NOT LESS THAN ONE-THIRD THE GREATEST DIMENSION OF THE FRAGMENT. ASTM D 4992 PROVIDES THE GUIDANCE ON SELECTING ROCK FROM A SOURCE. NRCS MUST APPROVE ALL ROCK MATERIAL. NRCS WILL ESTABLISH ALL ELEVATIONS PRIOR TO INSTALLATION.
- THE ROCK SHALL HAVE A MINIMUM UNIT WEIGHT = 165 LBS/FT³
- AVERAGE BANKFULL DEPTH (d_{bkr}) = 6'. AVERAGE BANKFULL WIDTH = 54'.
- J-HOOK BARB LENGTH = 51'.
- BARB SECTION IS MEASURED FROM THE BANK TO THE START OF THE HOOK.
- KEY INTO BANK A MINIMUM OF 10'. ROCK SIZE FOR KEY = 19"-36".
- HOOK SECTION LENGTH: 18'
- HOOK SECTION IS $\frac{1}{3}$ OF THE BANKFULL WIDTH.
- TOTAL LENGTH OF STRUCTURE: 79'
- THE TOTAL LENGTH OF THE STRUCTURE IS THE SUM OF THE KEY SECTION (10'), THE BARB SECTION (51') AND THE HOOK SECTION (18'). SEE THE J-HOOK SIZING SPREADSHEET IN THE DESIGN PACKAGE FOR MORE DETAILS.
- APPROXIMATE AMOUNT OF ROCK FOR THE J-HOOK: 50 YDS³. ENTIRE J-HOOK WILL BE GROUTED RIP RAP.

Date	6/2023	Item	13.
Designed	JD	Drawn	JD & J Rob
Checked	JHR & SMS	Approved	1/22/24

SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District

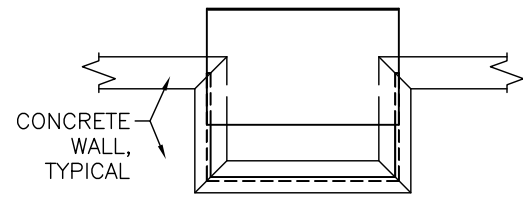


File No.
Pack creek dodds.dwg

Drawing No.

1/22/24
Sheet 8 153

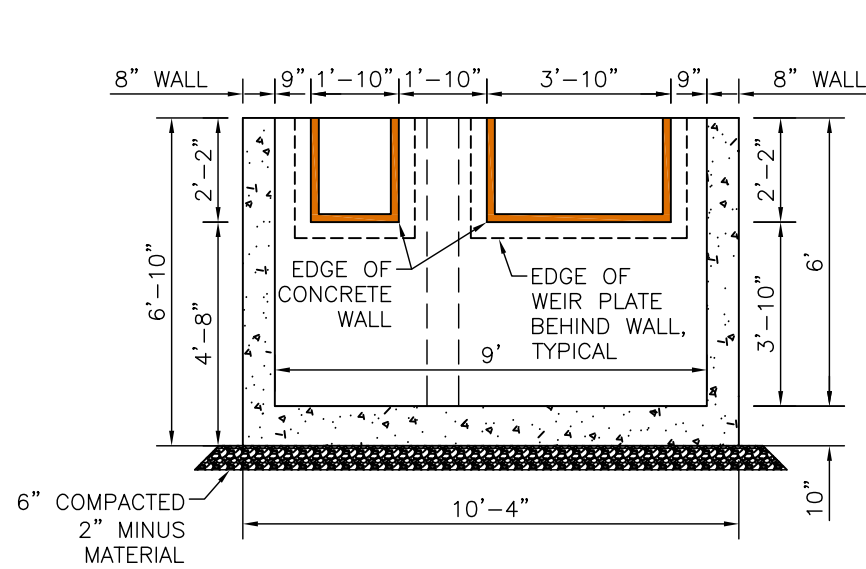
1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 9 IRRIGATION OUTLET DETAILS



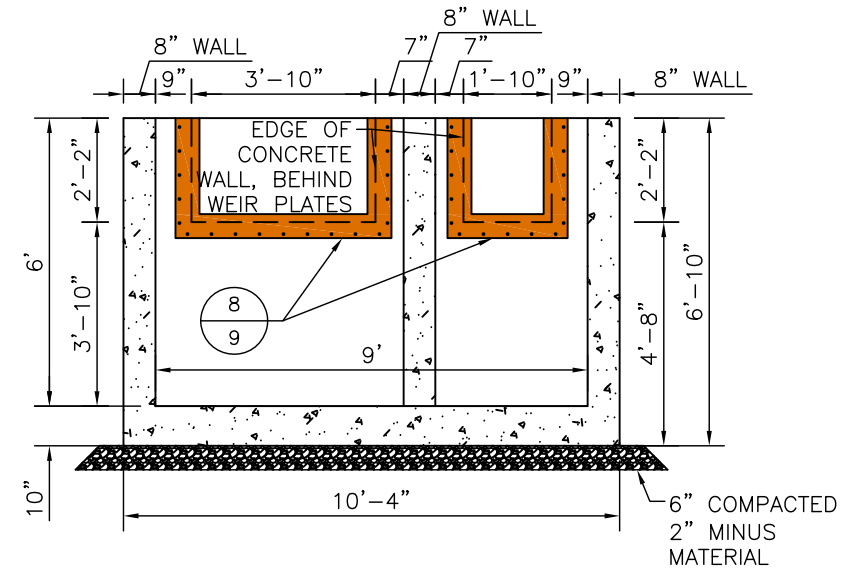
SIDE VIEW

48" WIDE X 28" DEEP SMALL TIN OUTLET GATE FORMED/CUT INTO WEIR BOX CONCRETE WALL APPROXIMATELY 1".

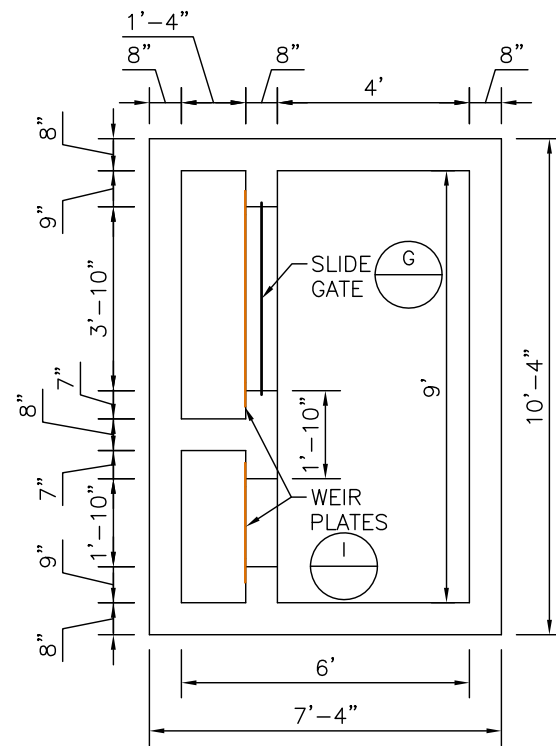
G TIN OR STEEL SLIDE GATE
NOT TO SCALE



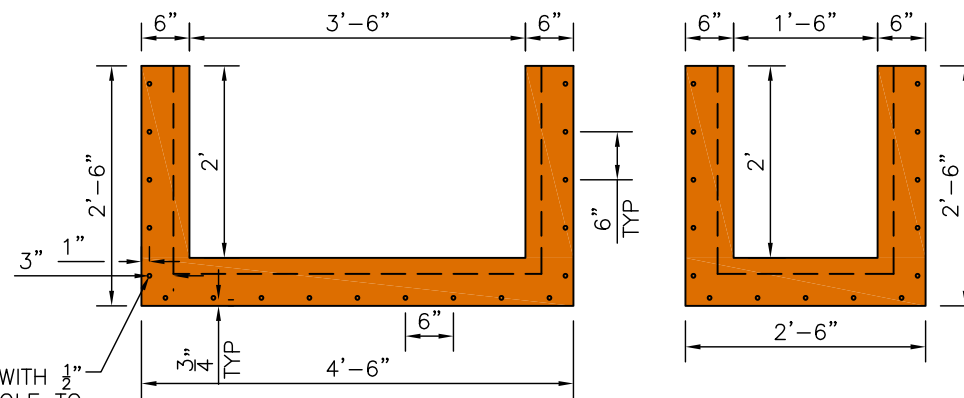
H CROSS SECTION E-E
NOT TO SCALE



I CROSS SECTION F-F
NOT TO SCALE



7 WEIR BOX TOP VIEW
NOT TO SCALE



8 WEIR PLATES
NOT TO SCALE

1/4" STEEL PLATE (MIN) WITH 1/2" HOLES, CENTER OF HOLE TO BE DRILLED 1" AWAY FROM THE EDGE OF THE STEEL PLATE. THE HOLE SHOULD BE 3" FROM EDGE OF CONCRETE

NOTES:

1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
2. ALL REBAR SHALL BE #5 ON 12" CC BOTH DIRECTIONS.

Date	6/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	12/
Checked	JHR & SMS	6&12/
Approved	JD	1/22/

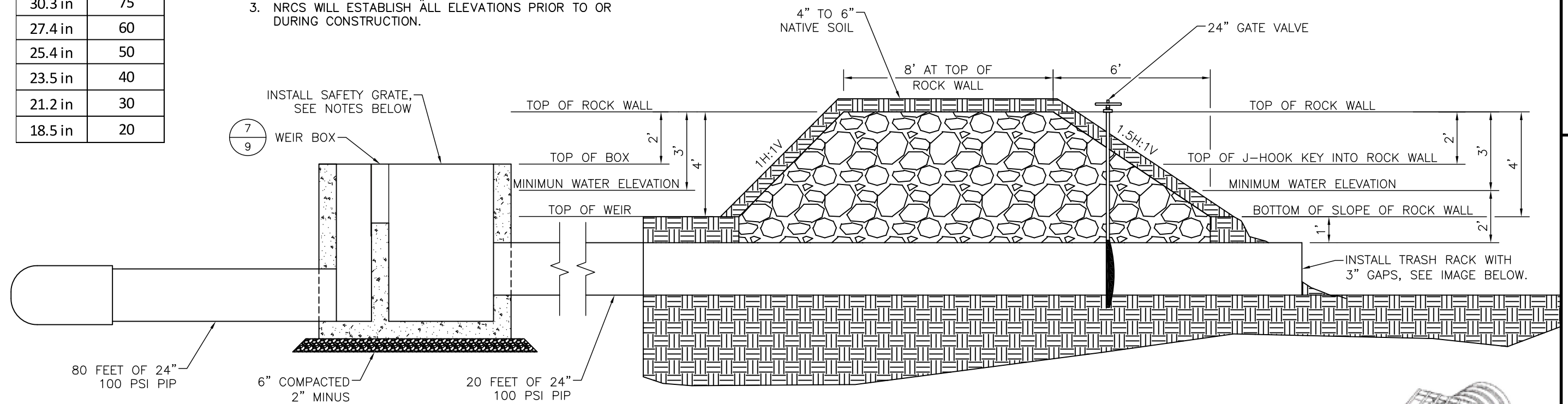
IRRIGATION OUTLET DETAILS
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District



File No.	Pack creek dodds.dwg
Drawing No.	
1/22/24	154
Sheet 9	

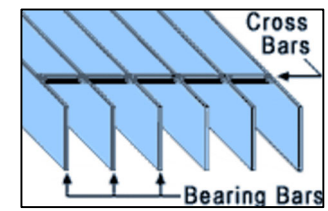
Stone Gradation	
Diameter	% Passing
35.6 in	100
30.3 in	75
27.4 in	60
25.4 in	50
23.5 in	40
21.2 in	30
18.5 in	20

- NOTES:
1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
 2. ALL REBAR SHALL BE #5 ON 12" CC BOTH DIRECTIONS.
 3. NRCS WILL ESTABLISH ALL ELEVATIONS PRIOR TO OR DURING CONSTRUCTION.

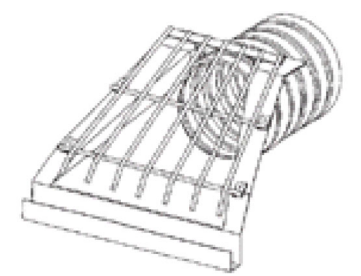


9 ROCK WALL CROSS SECTION AT IRRIGATION OUTLET
NOT TO SCALE

A grate over the structure is required to prevent accidental entry. The grate should meet that shown below.



Bearing Bar Details: 1 1/4" x 1/8" steel spaced at 1 3/16" c-c.
Cross Bar Details: 3/16" square spaced at 4" c-c.
The length of these bars shall not exceed 5' long.



10 ROCK WALL CROSS SECTION
NOT TO SCALE

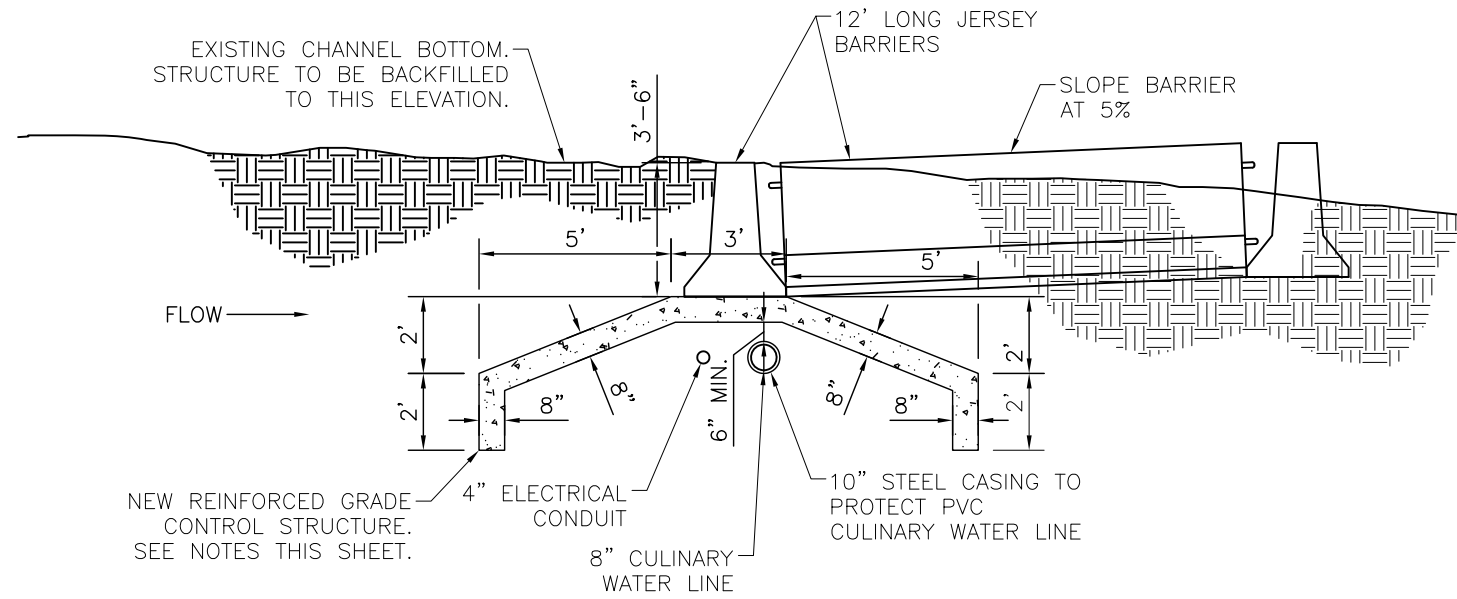
1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 10 ROCK WALL DETAILS

Date	6/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	12/
Checked	JHR & SMS	6&12/
Approved	JD	1/22/

SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County Soil Conservation District
San Juan County, Utah

United States Department of Agriculture
USDA
Natural Resources Conservation Service
File No. Pack creek dodds.dwg
Drawing No. 155
Sheet 10

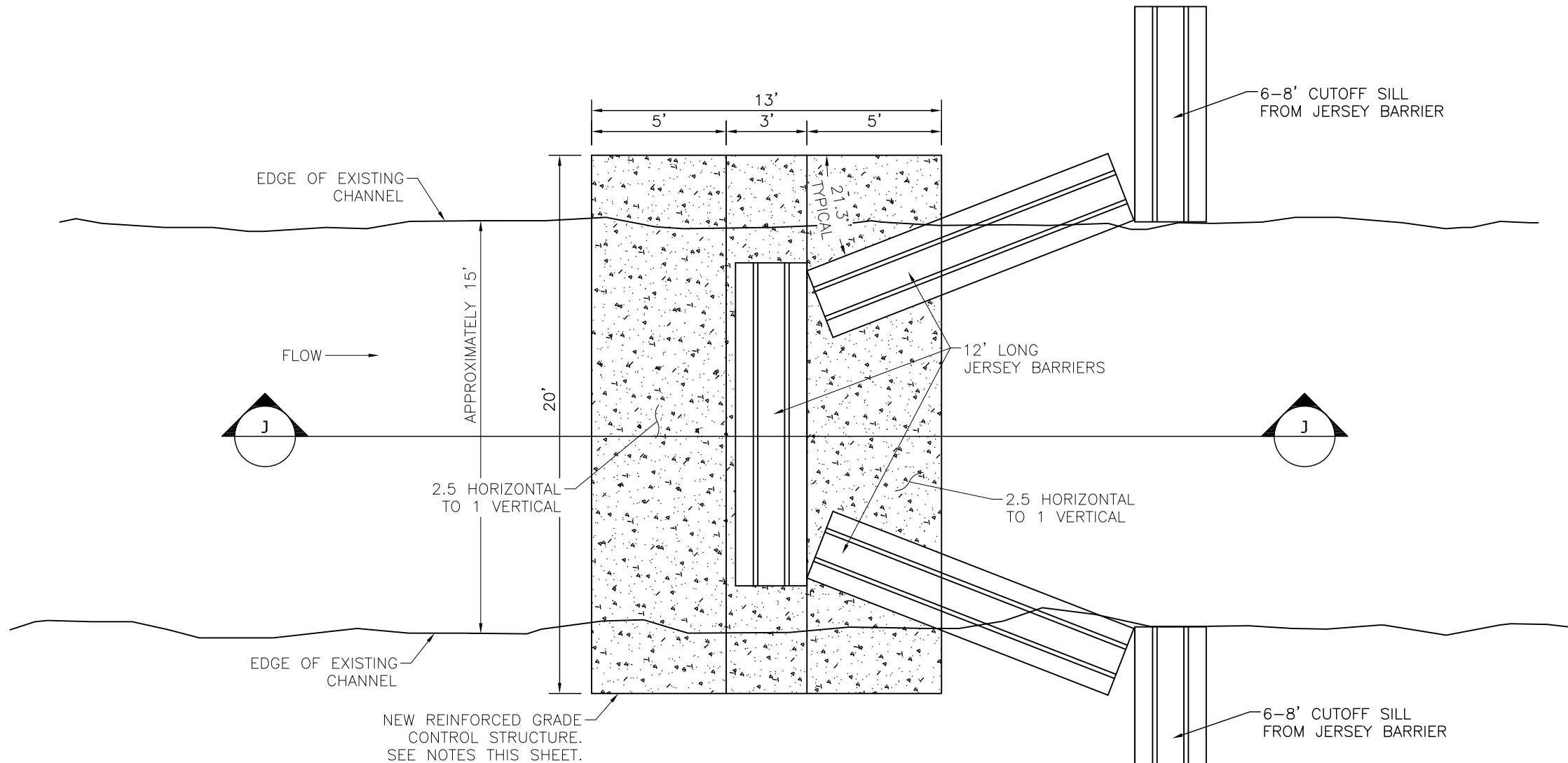
1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 11 WATER AND POWER CROSSING



J CROSS SECTION G-G
NOT TO SCALE

NOTES:

1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
2. ALL REBAR SHALL BE #5 ON 12" CC BOTH DIRECTIONS.
3. EXCAVATE CHANNEL BOTTOM TO BOTTOM ACCOMMODATE THE PLACEMENT OF THE STRUCTURE. BACKFILL WILL BE 12" MINUS NATIVE MATERIAL.
4. BACKFILL WILL MATCH EXISTING CHANNEL BOTTOM SLOPE.
5. BACKFILL WILL BE COMPACTED USING THE CLASS C METHOD AS OUTLINED IN CS-UT-23.



11 WATER AND POWER CROSSING
NOT TO SCALE

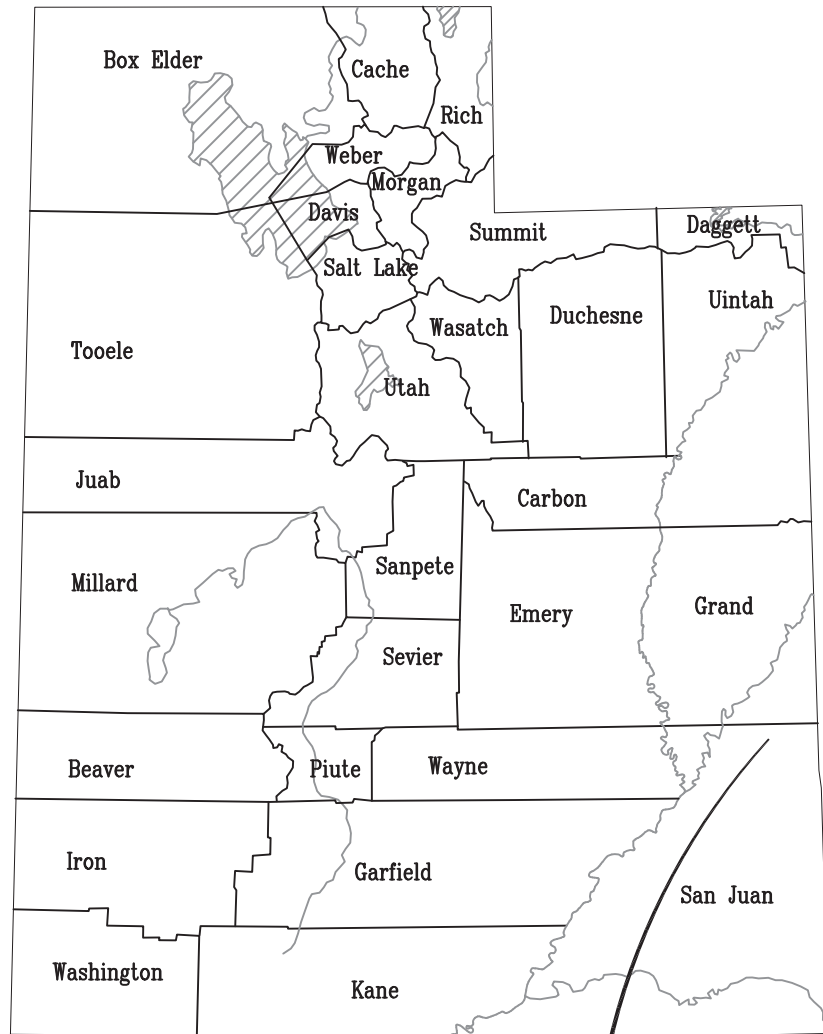
Date	6/2023	Item	13.
Designed	JD	Drawn	JD & J Rob
Checked	JHR & SMS	Approved	JD
			1/22/24

WATER AND POWER CROSSING
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District



File No.	Pack creek dodds.dwg
Drawing No.	156
Sheet 1	

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 1 COVER SHEET



CONSTRUCTION PLANS PREPARED FOR SAN JUAN PACK CREEK EWP 2021 PHASE 2 DESIGNED BY UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

CLEARANCES AND PERMITS

IT SHALL BE THE RESPONSIBILITY OF THE SPONSOR TO OBTAIN ALL NECESSARY CLEARANCES, PERMITS, RIGHTS OF WAY, AND TO COMPLY WITH ALL ORDINANCES AND LAWS PERTAINING TO THE CONSTRUCTION OF THIS PROJECT.

IT SHALL BE THE RESPONSIBILITY OF THE SPONSOR TO ASSURE THAT THE PROJECT IS CONSTRUCTED ACCORDING TO THE ATTACHED DRAWINGS AND SPECIFICATIONS. ANY CHANGES SHALL BE SUBMITTED IN WRITING TO THE NRCS 48 HOURS PRIOR TO IMPLEMENTATION FOR APPROVAL.

GENERAL NOTES

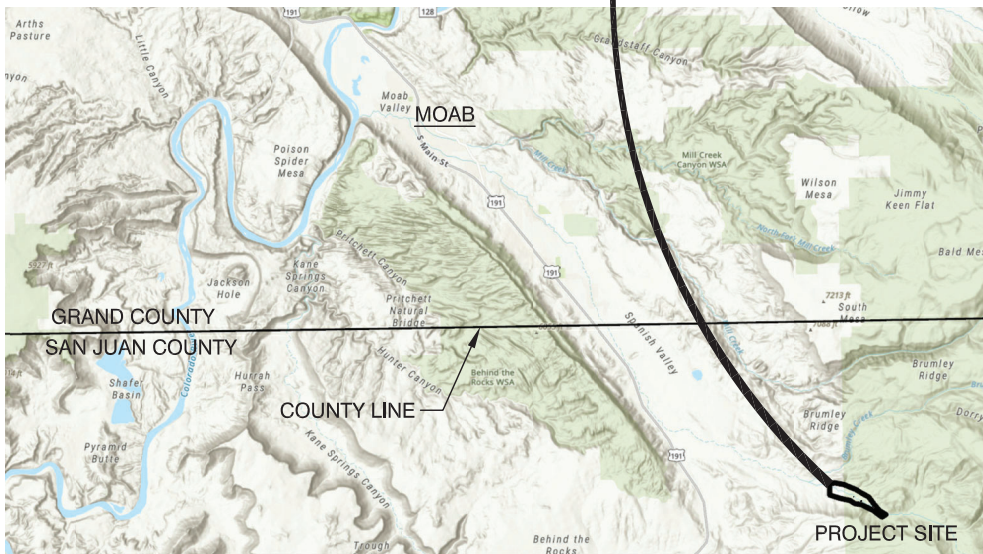
THE CONSTRUCTION PLANS INCLUDE THESE DRAWINGS AS WELL AS THE ATTACHED SPECIFICATIONS AND OPERATIONS AND MAINTENANCE PLAN.

LOCATION OF UTILITIES

NO REPRESENTATION IS MADE AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES PUBLIC OR PRIVATE.

THE COOPERATOR MUST OBTAIN THE EXACT LOCATION AND DEPTH OF ALL UTILITIES FROM THE UTILITY COMPANIES PRIOR TO EXCAVATION OR CONSTRUCTION ACTIVITIES.

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	PLAN VIEW
3	PROFILE VIEWS - R&R 1 AND TR 2
4	PROFILE VIEWS - R&R 3 AND TR 4
5	PROFILE VIEWS - R&R 5
6	PROFILE VIEW R&R'S 6, 7 & 8
7	CROSS SECTION VIEWS - 1 & 2
8	CROSS SECTION VIEWS - 3 & 4
9	CROSS SECTION VIEWS - 5 & 6
10	CROSS SECTION VIEW - 7
11	ROCK N ROLL LOGS DETAIL
12	STREAMBANK PROTECTION DETAILS
13	TREE HARVEST DETAIL



SECTIONS 22 & 23, TOWNSHIP 27 SOUTH, RANGE 23 EAST, SALT LAKE BASE AND MERIDIAN (SLBM)

NRCS CONTACT INFORMATION:
 Jason Dodds NRCS Engineer
 2390 West Highway 56, Suite 14
 Cedar City, UT 84721
 435-868-3947 Office
 435-590-7661 Mobile

NRCS SHALL BE NOTIFIED 72 HOURS PRIOR TO CONSTRUCTION.

I HAVE REVIEWED THESE PLANS, DETAILS, SPECIFICATIONS AND O&M AGREEMENTS, AND FIND THEM ACCEPTABLE.

SPONSOR _____

DATE _____



KNOW WHAT'S BELOW!
 CONTACT BLUE STAKES OF UTAH 811 TO HAVE UTILITY LINES LOCATED AND MARKED. VISIT BLUESTAKES.ORG OR CALL 811 AT LEAST 48 HOURS BEFORE EXCAVATING. IT'S FREE AND IT'S THE LAW!

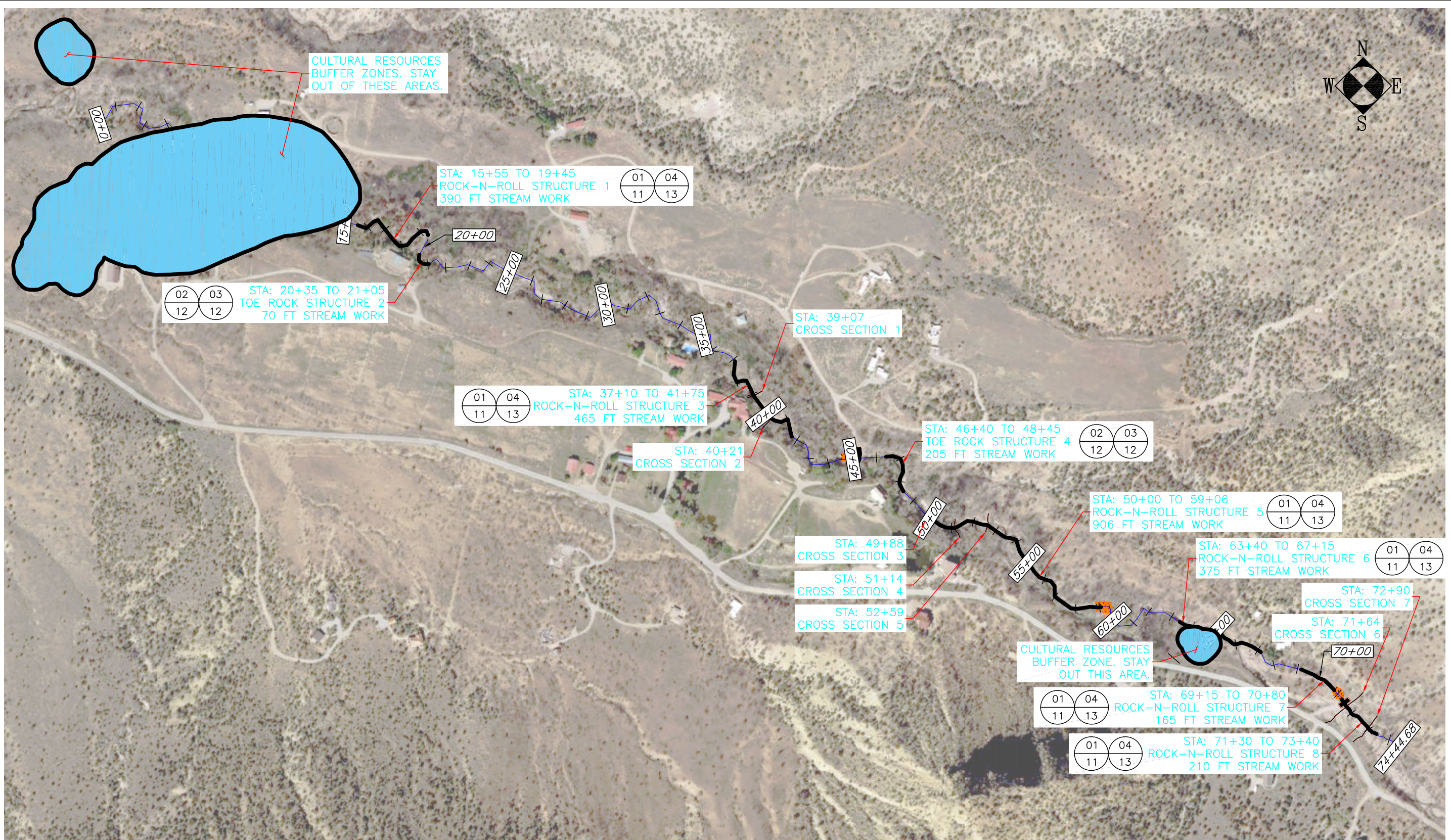
Date 11/2023
 Item 13.
 Designed JD
 Drawn JD & J Rob
 Checked SMS
 Approved JASON DODDS
 Digitally signed by JASON DODDS
 Date: 2024.01.23 08:44

COVER SHEET
 SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V
 San Juan County, Utah
 San Juan County Soil Conservation District

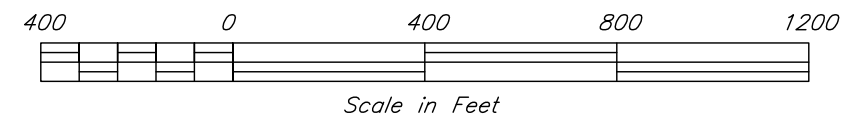


File No. Pack Creek SJ EWP-P2.dwg
 Drawing No. 157
 Sheet 1

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 2 PLAN VIEW



IMPORTANT NOTE:
 THE GRADE STABILIZATION LOCATIONS ARE APPROXIMATE AND WILL NEED TO BE FIELD FIT BY NRCS PRIOR TO CONSTRUCTION.



Date	11/2023	Item 13.
Designed JD	JD & J Rob	
Drawn	SMS	
Checked	JD	
Approved	JD	1/22/24

PLAN VIEW
 SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V
 San Juan County, Utah
 San Juan County Soil Conservation District

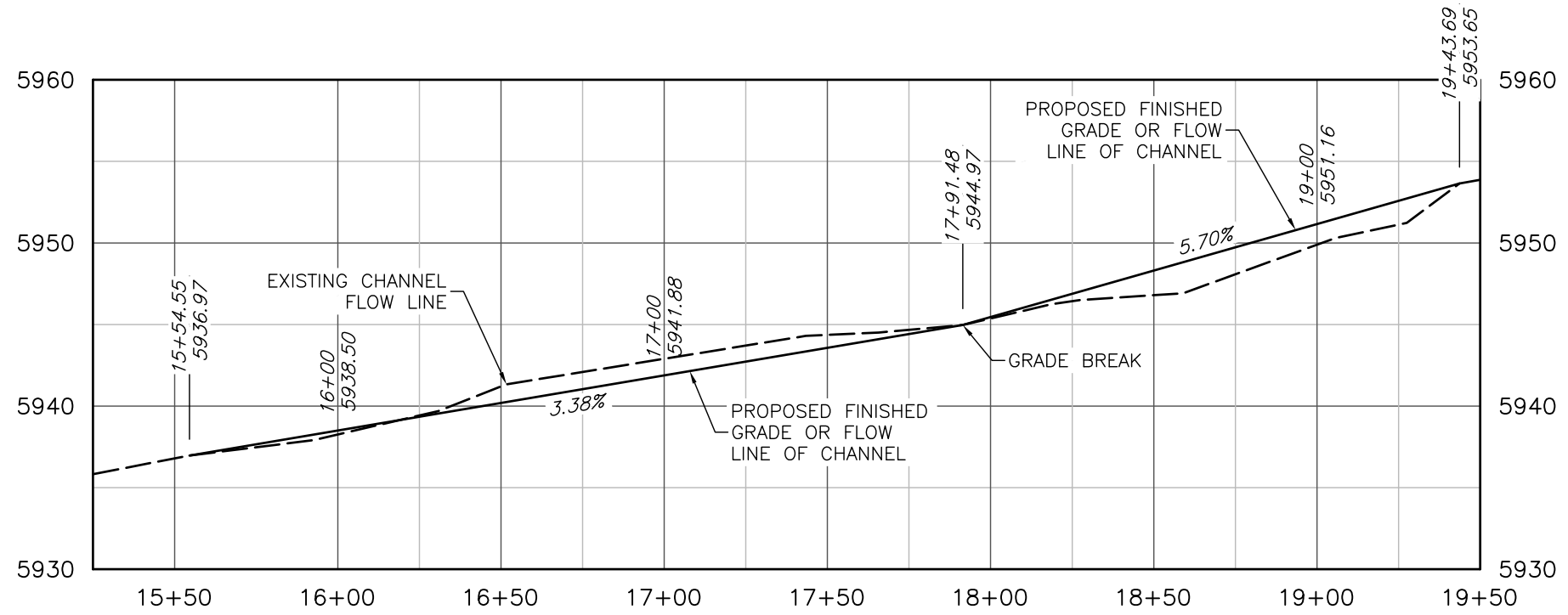
United States Department of Agriculture
 Natural Resources Conservation Service

File No.
 Pack Creek SJ EWP-P2.dwg

Drawing No.
 158

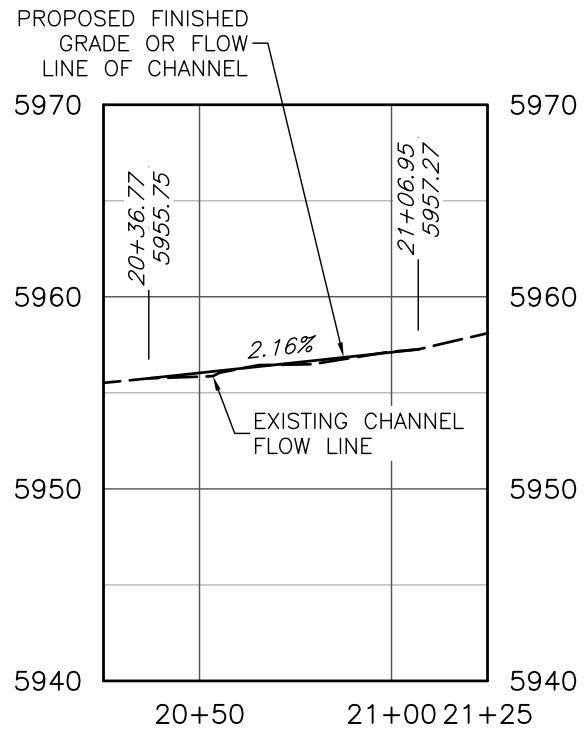
1/22/24
 Sheet 2

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 3 PROFILE VIEWS - R&R 1 AND TR 2



ROCK-N-ROLL STRUCTURE 1

IMPORTANT NOTE:
THE GRADE STABILIZATION LOCATIONS AND ELEVATIONS SHOWN ARE APPROXIMATE AND WILL NEED TO BE FIELD FIT BY NRCS PRIOR TO CONSTRUCTION.



TOE ROCK STRUCTURE 2

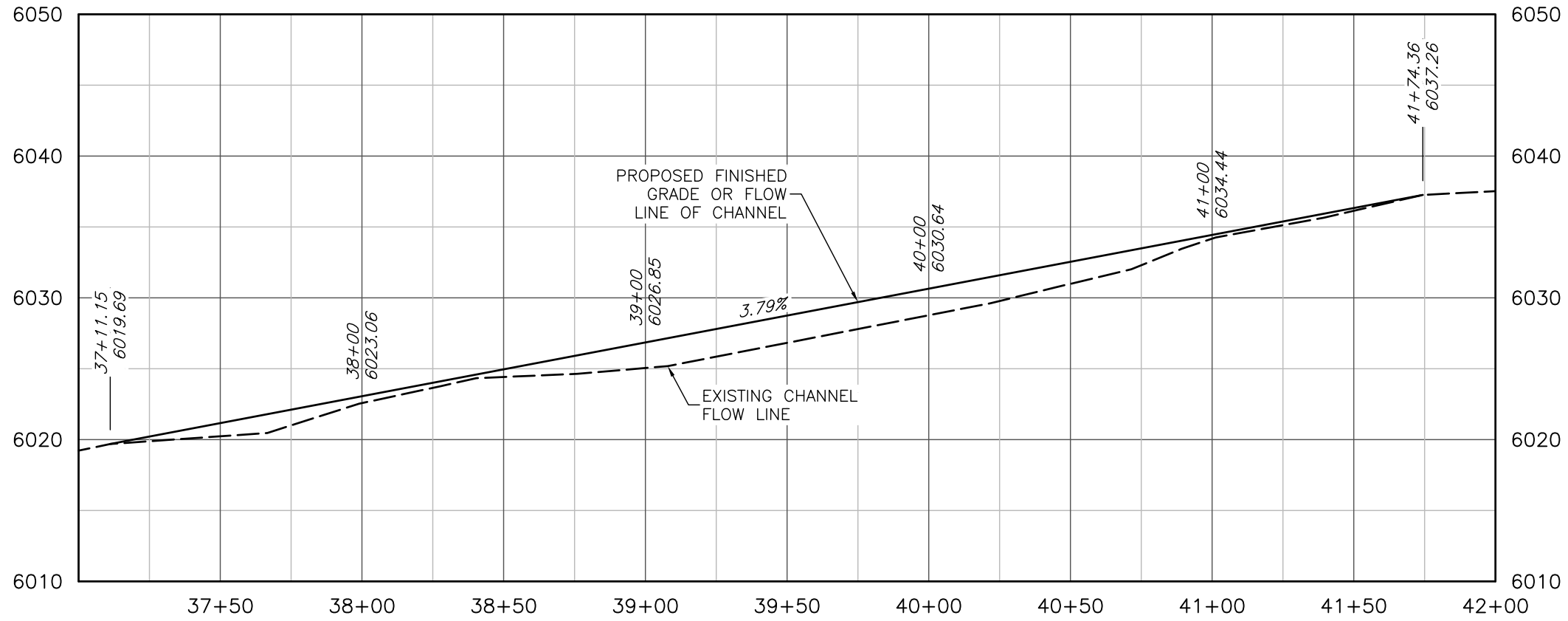
Date	11/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	
Checked	SMS	
Approved	JD	1/22/24

PROFILE VIEWS - R&R 1 AND TR 2
 SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V
 San Juan County, Utah
 San Juan County Soil Conservation District



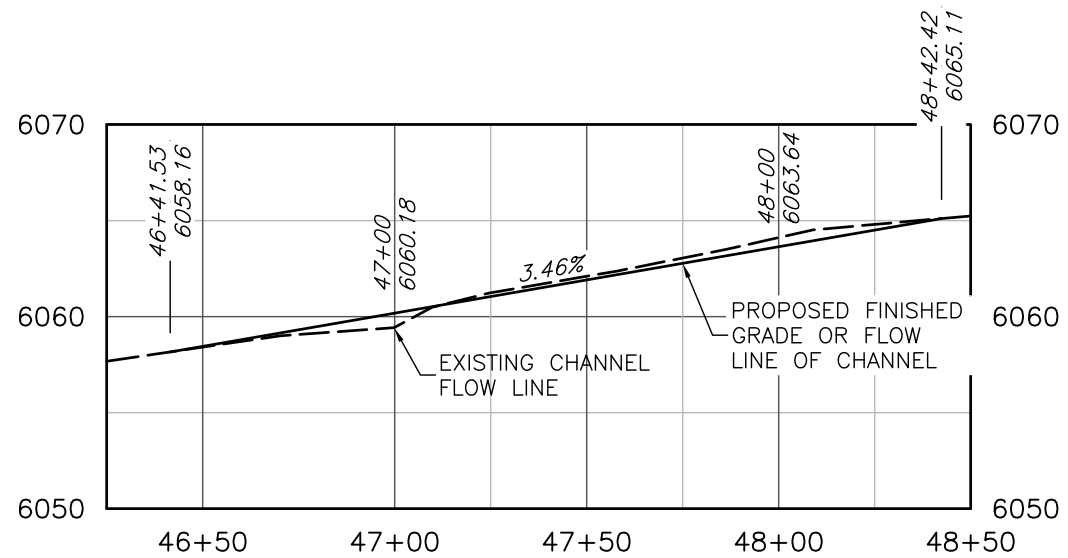
File No.	Pack Creek SJ EWP-P2.dwg
Drawing No.	159
Sheet	3

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 4 PROFILE VIEWS - R&R 3 AND TR 4



ROCK-N-ROLL STRUCTURE 3

IMPORTANT NOTE:
THE GRADE STABILIZATION LOCATIONS AND ELEVATIONS SHOWN ARE APPROXIMATE AND WILL NEED TO BE FIELD FIT BY NRCS PRIOR TO CONSTRUCTION.



TOE ROCK STRUCTURE 4

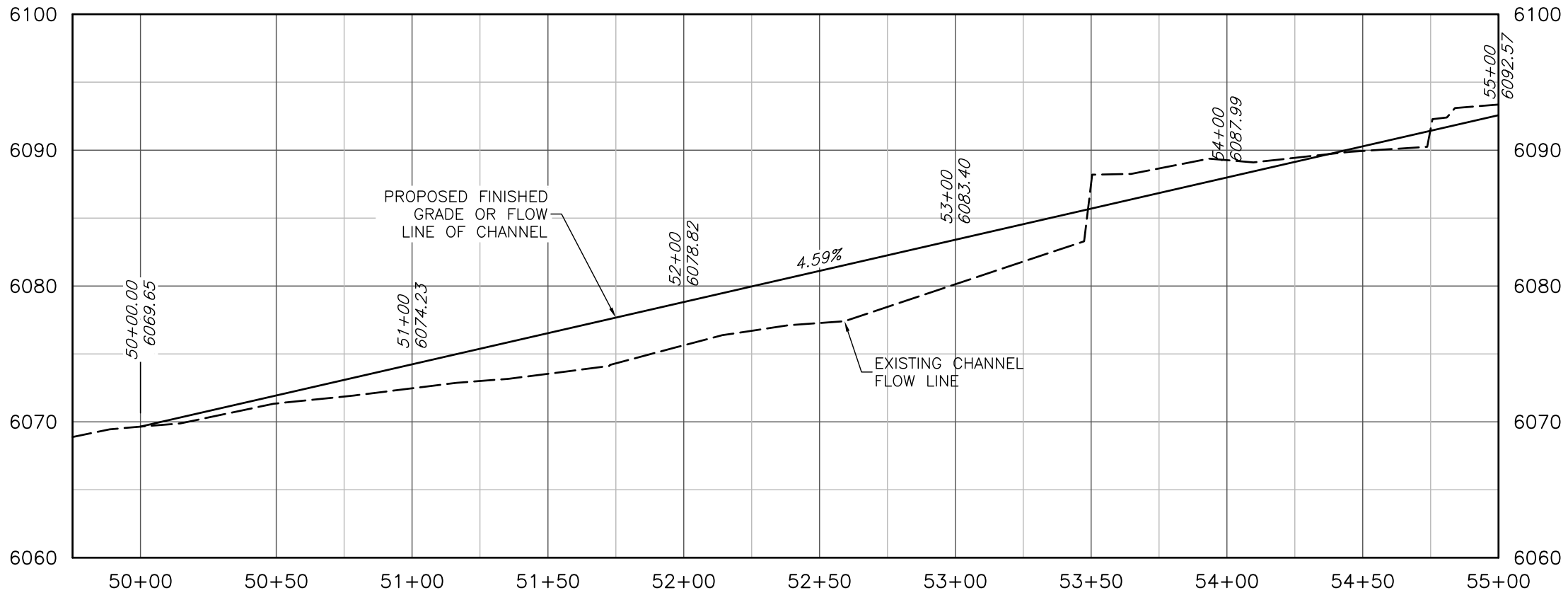
Date	11/2023
Item	Item 13.
Designed	JD
Drawn	JD & J Rob
Checked	SMS
Approved	JD

PROFILE VIEWS - R&R 3 AND TR 4
 SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V
 San Juan County Soil Conservation District
 San Juan County, Utah



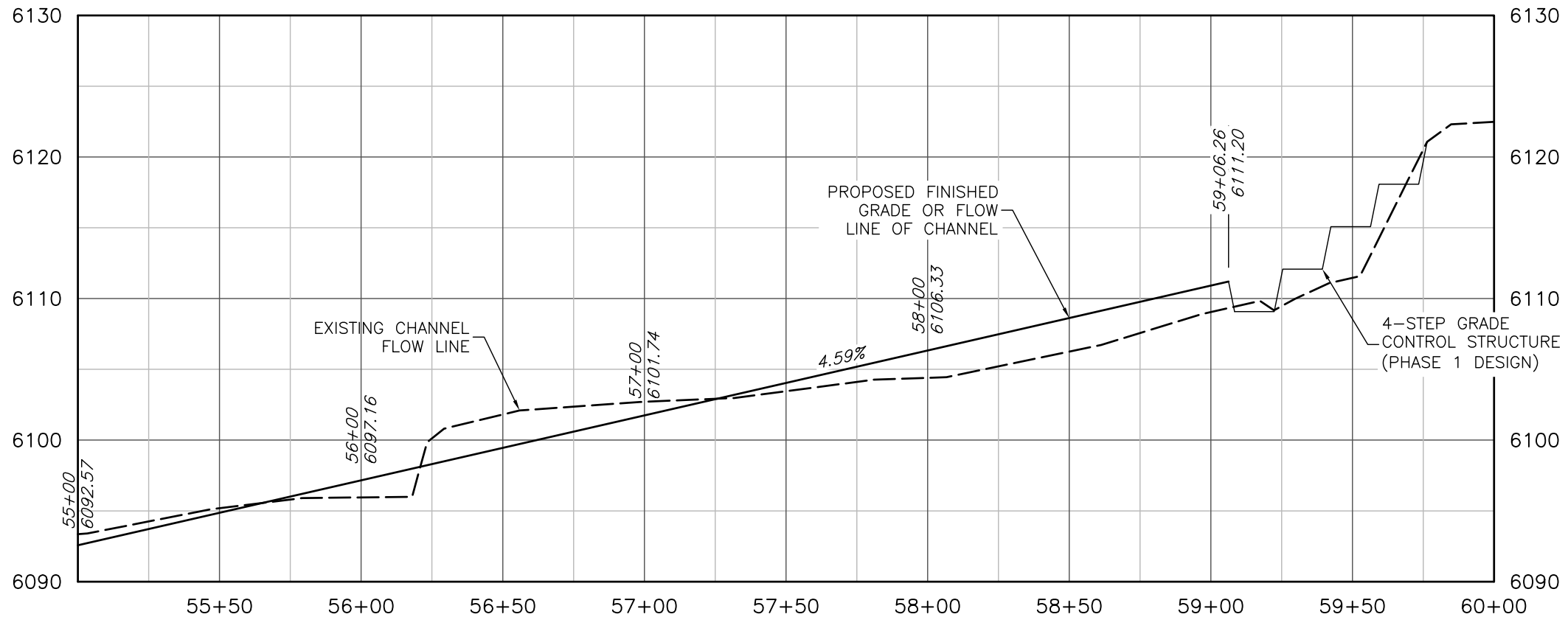
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Drawing No.	1/22/24
Sheet	160

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 5 PROFILE VIEWS - R&R 5



ROCK-N-ROLL STRUCTURE 5 - VIEW 1 OF 2

IMPORTANT NOTE:
THE GRADE STABILIZATION LOCATIONS AND ELEVATIONS SHOWN ARE APPROXIMATE AND WILL NEED TO BE FIELD FIT BY NRCS PRIOR TO CONSTRUCTION.



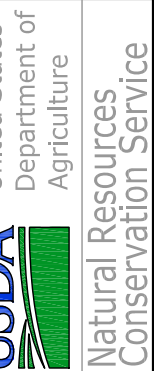
ROCK-N-ROLL STRUCTURE 5 - VIEW 2 OF 2

Date	11/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	
Checked	SMS	
Approved	JD	1/22/24

PROFILE VIEWS - R&R 5
SAN JUAN PACK CREEK EWP 2021 PHASE 2

Job Class V

San Juan County, Utah

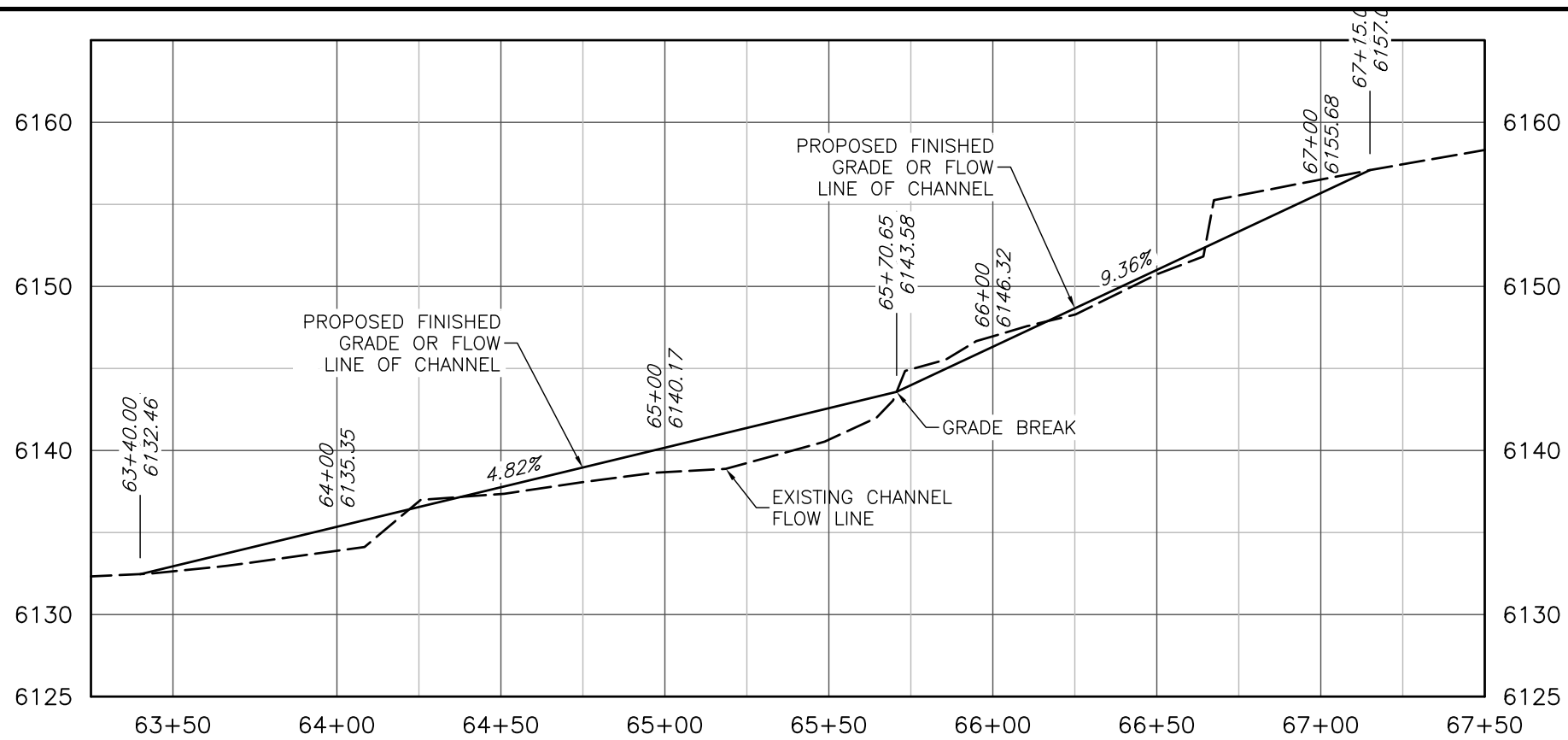


File No.
Pack Creek SJ EWP-P2.dwg

Drawing No.

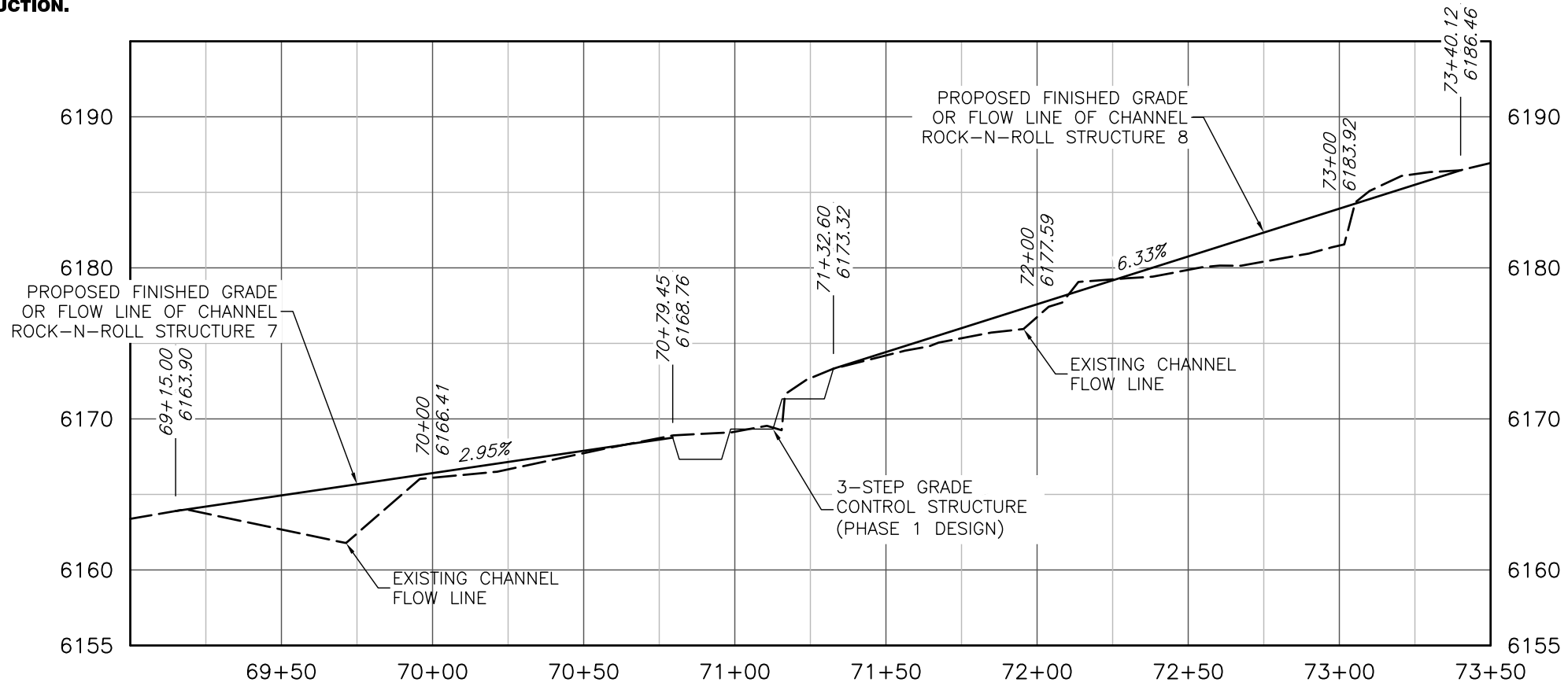
1/22/24
Sheet 5

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 6 PROFILE VIEW R&R'S 6, 7 & 8



ROCK-N-ROLL STRUCTURE 6

IMPORTANT NOTE:
THE GRADE STABILIZATION LOCATIONS AND ELEVATIONS SHOWN ARE APPROXIMATE AND WILL NEED TO BE FIELD FIT BY NRCS PRIOR TO CONSTRUCTION.



ROCK-N-ROLL STRUCTURES 7 & 8

Date	11/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	
Checked	SMS	
Approved	JD	1/22/24

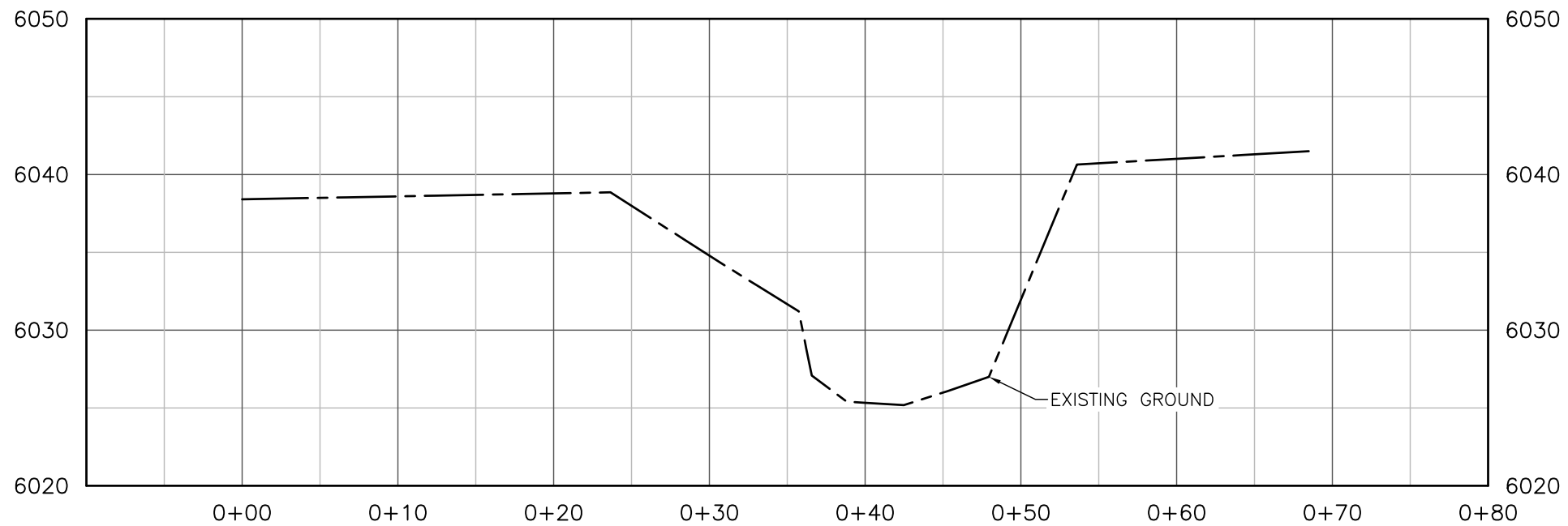
PROFILE VIEW R&R'S 6, 7 & 8
 SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V
 San Juan County, Utah
 San Juan County Soil Conservation District



File No.
Pack Creek SJ EWP-P2.dwg

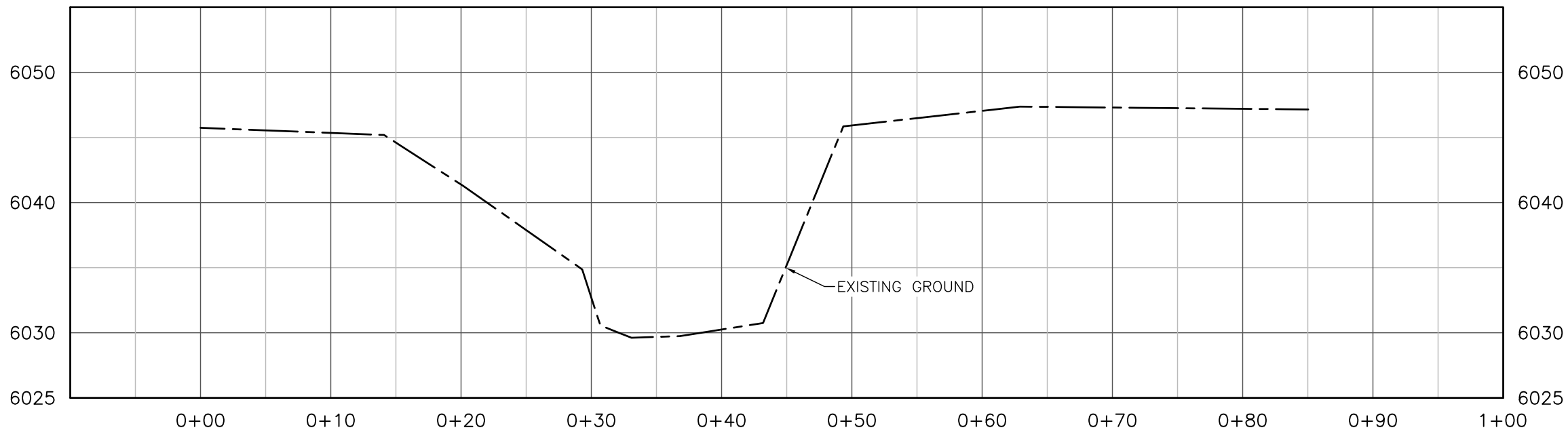
Drawing No.

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 7 CROSS SECTION VIEWS - 1 & 2



CROSS SECTION 1 VIEW LOOKING UPSTREAM
 HORIZONTAL SCALE IS 1"=10'
 VERTICAL SCALE IS 1"=10'
 NO VERTICAL EXAGGERATION
 STATION 39+07

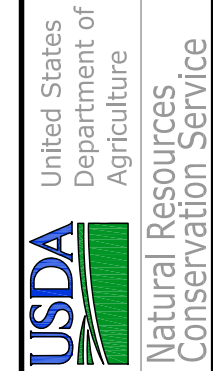
IMPORTANT NOTE:
 THE ELEVATIONS SHOWN ARE
 APPROXIMATE AND WILL NEED TO BE FIELD
 VERIFIED PRIOR TO CONSTRUCTION.



CROSS SECTION 2 VIEW LOOKING UPSTREAM
 HORIZONTAL SCALE IS 1"=10'
 VERTICAL SCALE IS 1"=10'
 NO VERTICAL EXAGGERATION
 STATION 40+21

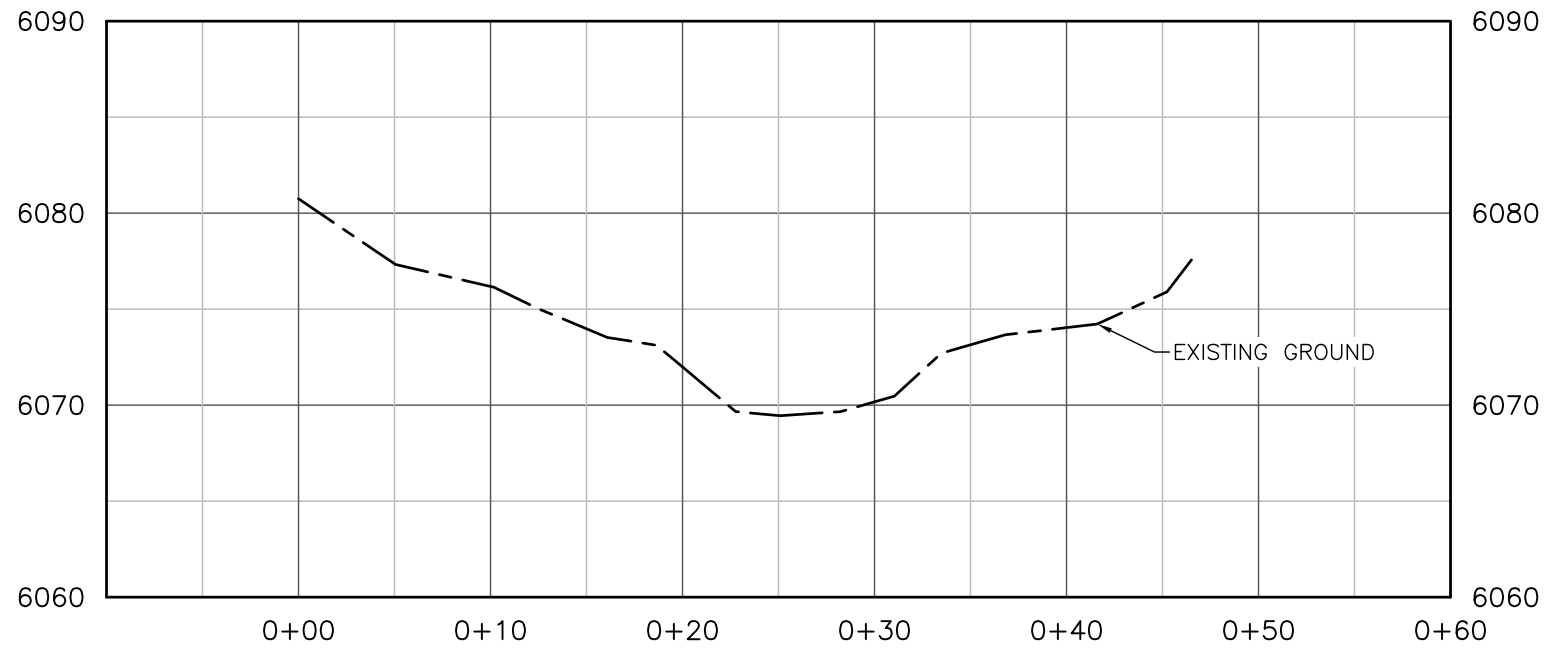
Date	11/2023
Designed	JD
Drawn	JD & J Rob
Checked	SMS
Approved	JD
Item	13.

CROSS SECTION VIEWS - 1 & 2
 SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V
 San Juan County Soil Conservation District
 San Juan County, Utah



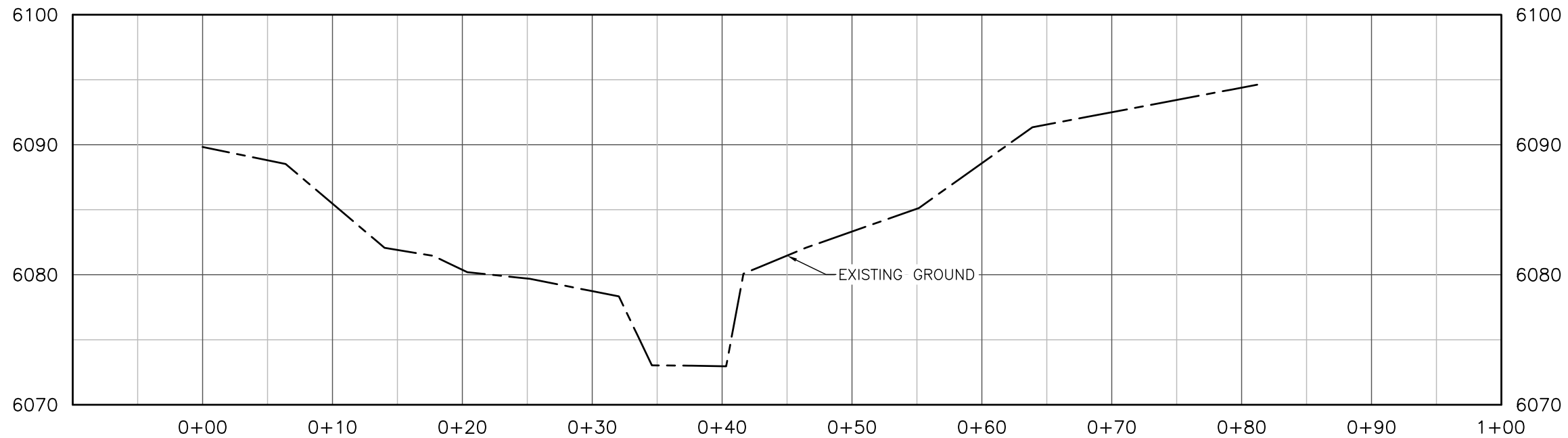
File No.	Pack Creek SJ EWP-P2.dwg
Drawing No.	163
Sheet	7

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 8 CROSS SECTION VIEWS - 3 & 4



CROSS SECTION 3 VIEW LOOKING UPSTREAM
 HORIZONTAL SCALE IS 1"=10'
 VERTICAL SCALE IS 1"=10'
 NO VERTICAL EXAGGERATION
 STATION 49+88

IMPORTANT NOTE:
 THE ELEVATIONS SHOWN ARE
 APPROXIMATE AND WILL NEED TO BE FIELD
 VERIFIED PRIOR TO CONSTRUCTION.

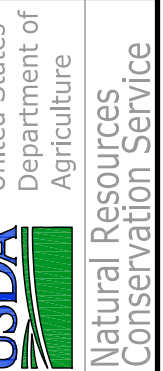


CROSS SECTION 4 VIEW LOOKING UPSTREAM
 HORIZONTAL SCALE IS 1"=10'
 VERTICAL SCALE IS 1"=10'
 NO VERTICAL EXAGGERATION
 STATION 51+14

Date	11/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	
Checked	SMS	
Approved	JD	1/22/24

CROSS SECTION VIEWS - 3 & 4
 SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V

San Juan County, Utah

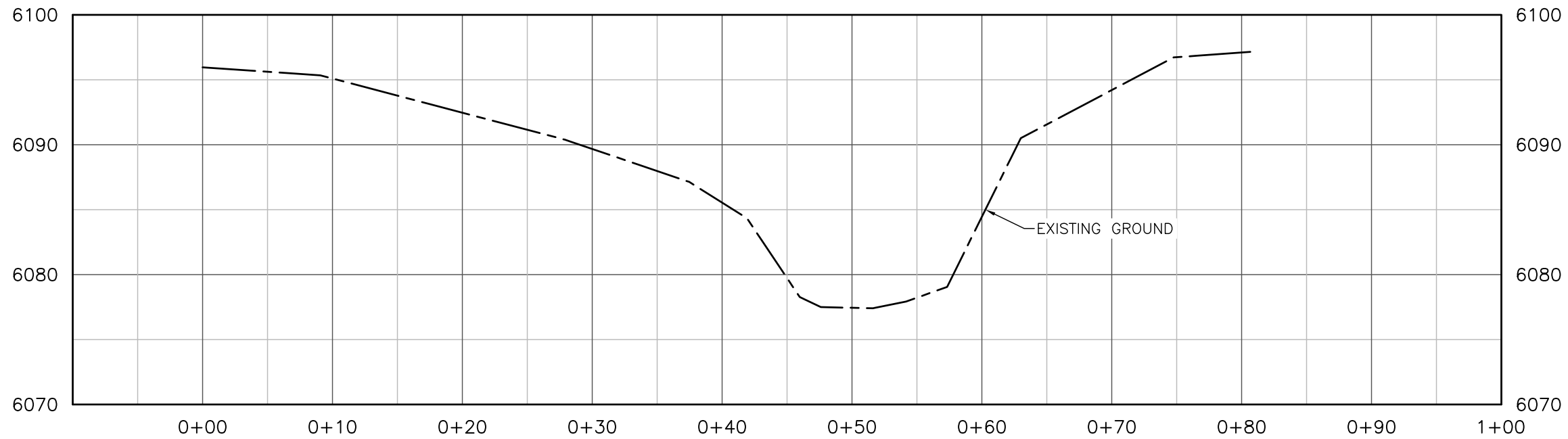


File No.
 Pack Creek SJ
 EWP-P2.dwg

Drawing No.

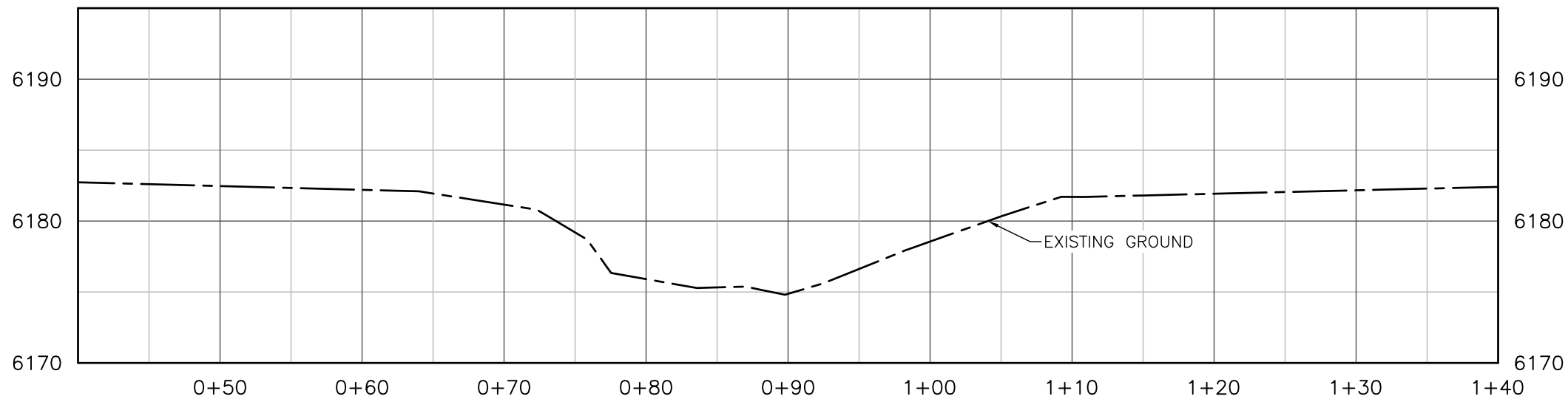
1/22/24
 Sheet 8

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 9 CROSS SECTION VIEWS - 5 & 6



CROSS SECTION 5 VIEW LOOKING UPSTREAM
 HORIZONTAL SCALE IS 1"=10'
 VERTICAL SCALE IS 1"=10'
 NO VERTICAL EXAGGERATION
 STATION 52+59

IMPORTANT NOTE:
 THE ELEVATIONS SHOWN ARE
 APPROXIMATE AND WILL NEED TO BE FIELD
 VERIFIED PRIOR TO CONSTRUCTION.

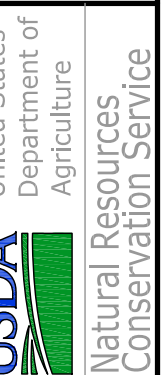


CROSS SECTION 6 VIEW LOOKING UPSTREAM
 HORIZONTAL SCALE IS 1"=10'
 VERTICAL SCALE IS 1"=10'
 NO VERTICAL EXAGGERATION
 STATION 71+64

Date	11/2023
Item	Item 13.
Designed	JD
Drawn	JD & J Rob
Checked	SMS
Approved	JD

CROSS SECTION VIEWS - 5 & 6
 SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V

San Juan County, Utah



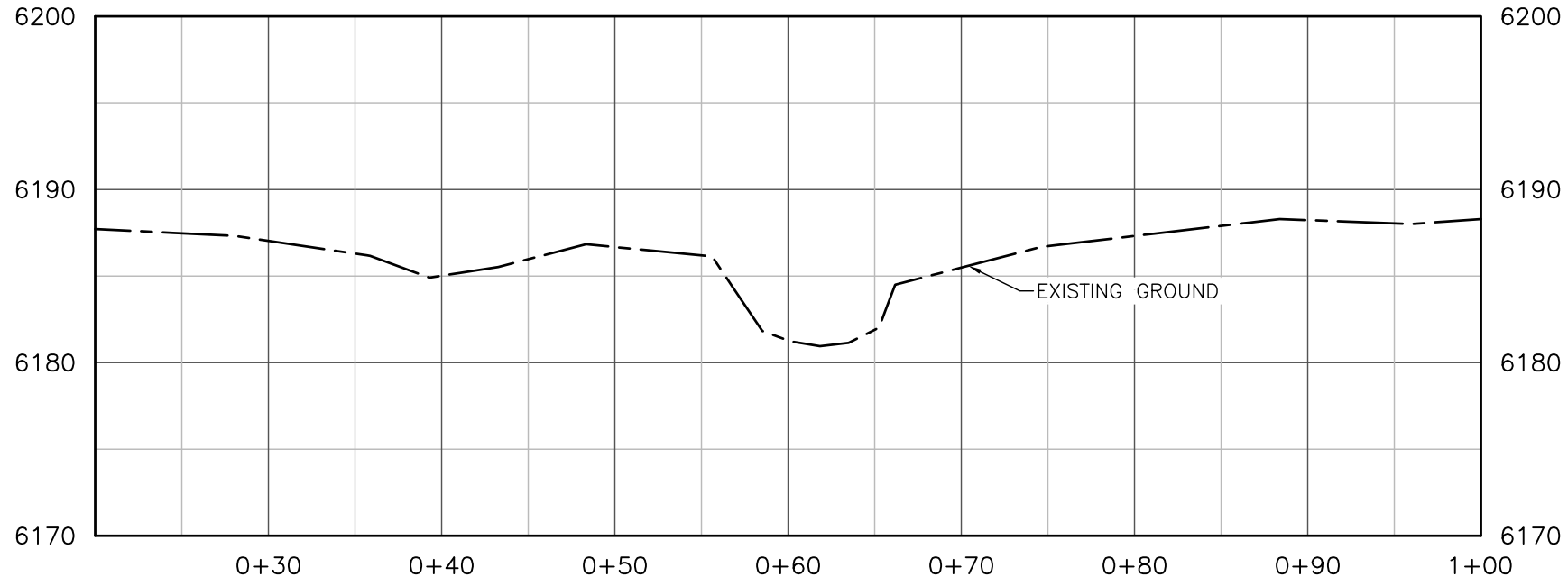
File No.
 Pack Creek SJ
 EWP-P2.dwg

Drawing No.

1/22/24
 Sheet 9

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 10 CROSS SECTION VIEW - 7

IMPORTANT NOTE:
THE ELEVATIONS SHOWN ARE
APPROXIMATE AND WILL NEED TO BE FIELD
VERIFIED PRIOR TO CONSTRUCTION.



CROSS SECTION 7 VIEW LOOKING UPSTREAM
HORIZONTAL SCALE IS 1"=10'
VERTICAL SCALE IS 1"=10'
NO VERTICAL EXAGGERATION
STATION 72+90

Date	11/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	
Checked	SMS	
Approved	JD	1/22/24

CROSS SECTION VIEW - 7
SAN JUAN PACK CREEK EWP 2021 PHASE 2

Job Class V

San Juan County Soil Conservation District San Juan County, Utah



File No.
Pack Creek SJ EWP-P2.dwg

Drawing No.

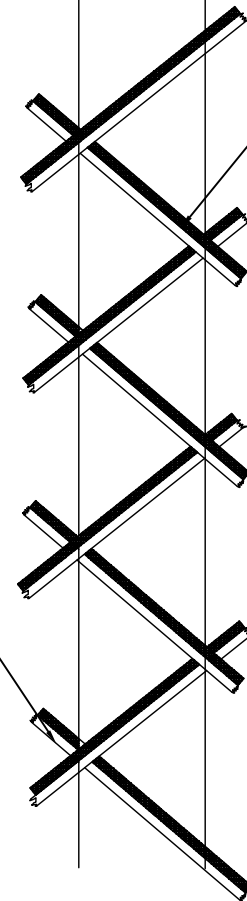
1/22/24
Sheet 10 166

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 11 ROCK N ROLL LOGS DETAIL



PLACE UPSTREAM LOG ON TOP OF DOWNSTREAM LOG AND ANCHOR WITH #4 REBAR

FLOW

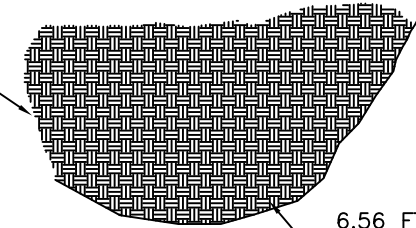


LOGS MUST BE EMBEDDED INTO THE BANK A MINIMUM OF 3 FT

3" STEEL CAP NAILS PLACED EVERY 12 INCHES OR AS NEEDED TO SECURE FABRIC

LOG ROLLER

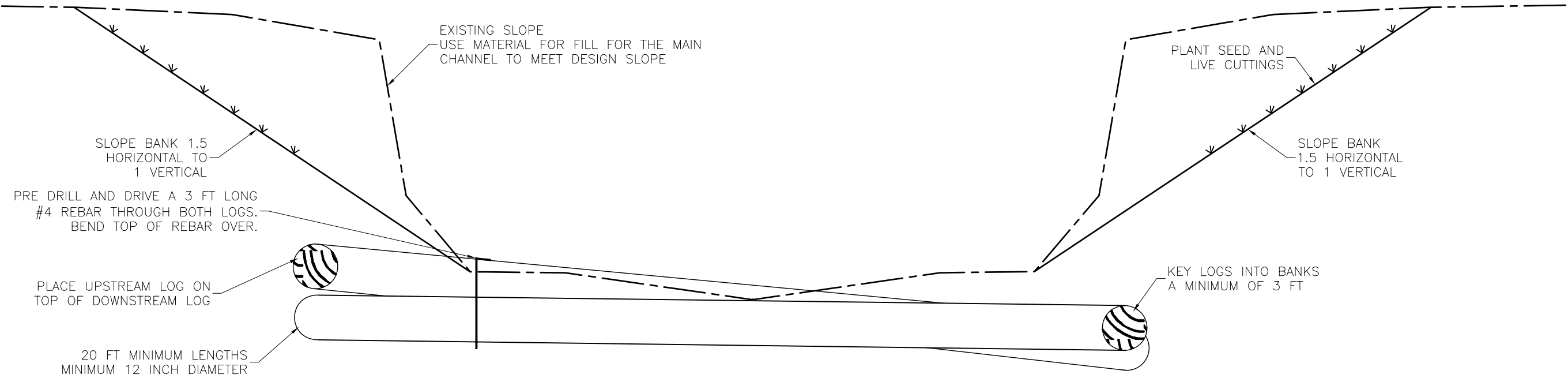
NATIVE FILL TO SECURE FABRIC LOCATION



6.56 FT COIR MAT 90 OR APPROVED OTHER, INSTALLED ON THE UPSTREAM SIDE OF EACH LOG TO PREVENT UNDERCUTTING

NOTES:

1. COIR MAT 90 OR APPROVED OTHER, AS CLASSIFIED IN THE MATERIAL SPECIFICATION MS-523
2. LOGS WILL BE HARVESTED ON SITE.



DETAIL 01
ROCK-N-ROLL LOGS
NOT TO SCALE

Date	11/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	
Checked	SMS	
Approved	JD	1/22/24

ROCK N ROLL LOGS DETAIL
SAN JUAN PACK CREEK EWP 2021 PHASE 2
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District



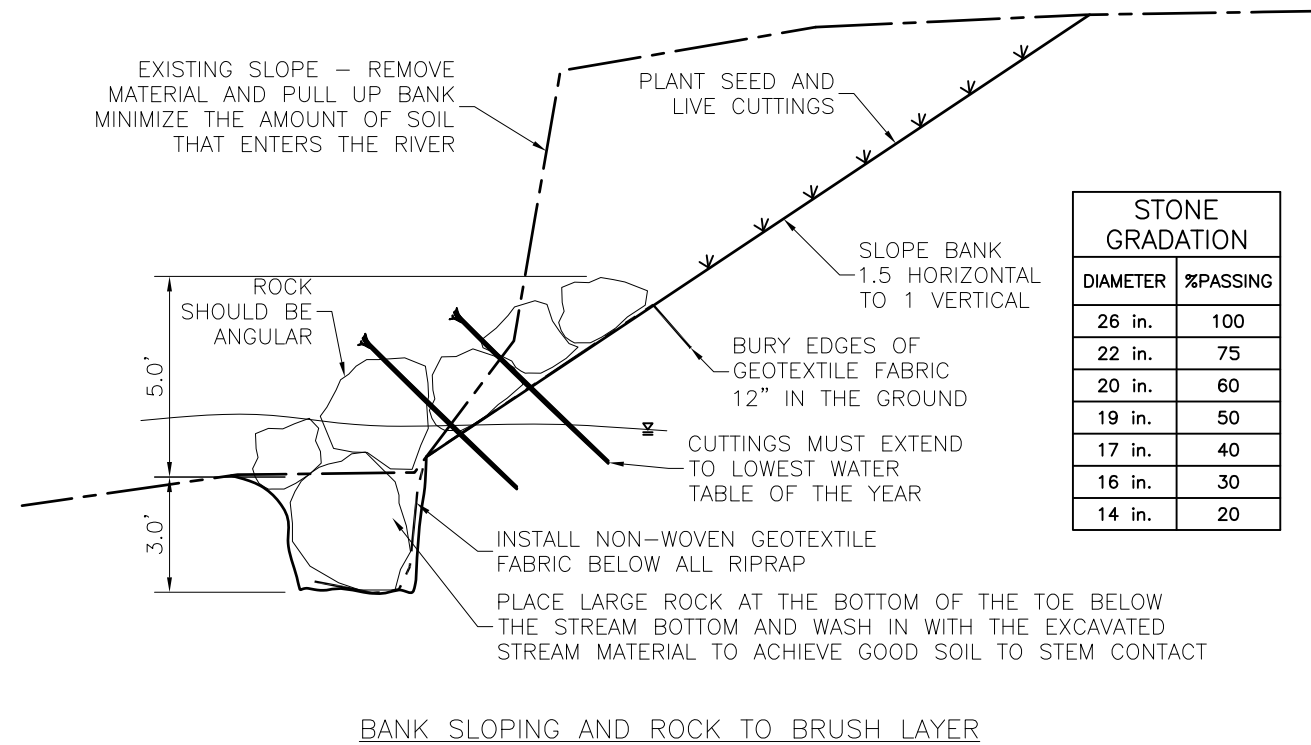
File No.
Pack Creek SJ EWP-P2.dwg

Drawing No.

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 12 STREAMBANK PROTECTION DETAILS

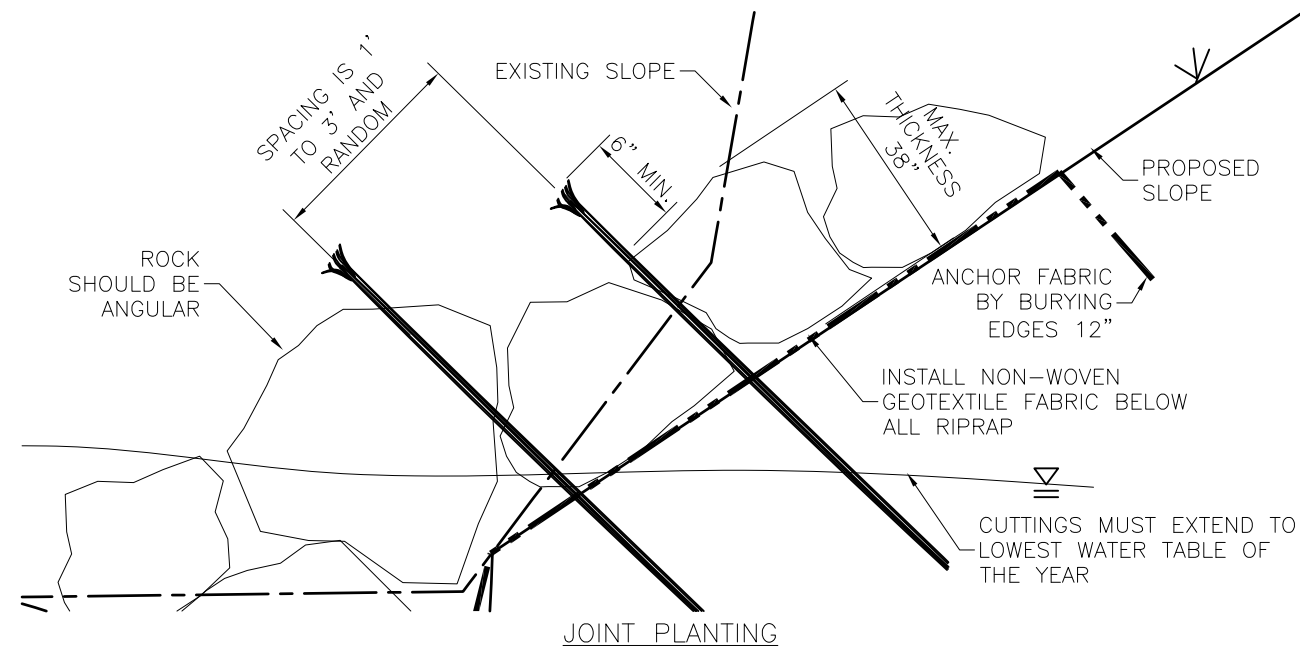
NOTES:

1. GEOTEXTILE NEEDS TO BE A NON-WOVEN CLASS I GEOTEXTILE OR EQUIVALENT, AS CLASSIFIED IN THE MATERIAL SPECIFICATION MS-523
 - 1.1. APPROXIMATE OF GEOTEXTILE IS 3,300 SQUARE FEET.
2. APPROXIMATE AMOUNT OF TOE ROCK FOR PROJECT: 300 CY

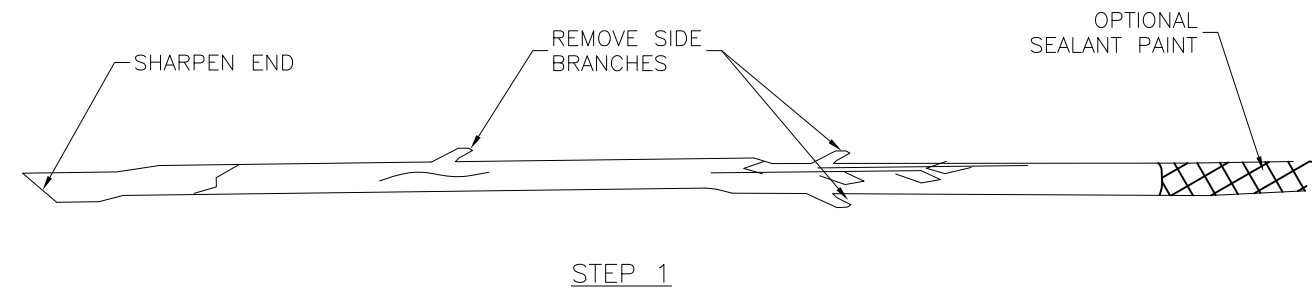


STONE GRADATION	
DIAMETER	%PASSING
26 in.	100
22 in.	75
20 in.	60
19 in.	50
17 in.	40
16 in.	30
14 in.	20

BANK SLOPING AND ROCK TO BRUSH LAYER

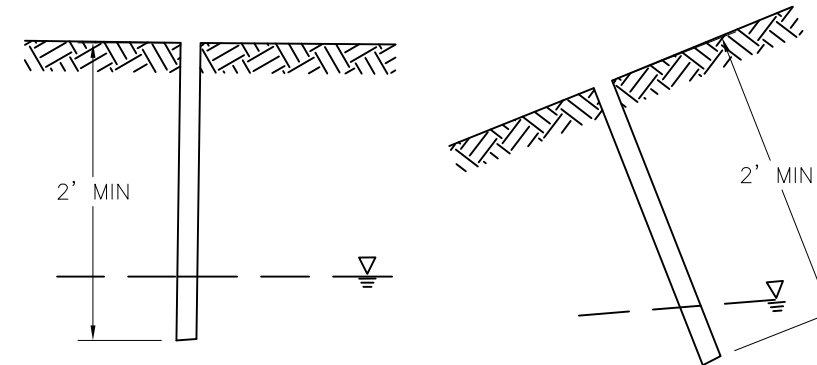


**DETAIL 02
STREAMBANK PROTECTION
NOT TO SCALE**



STEP 1

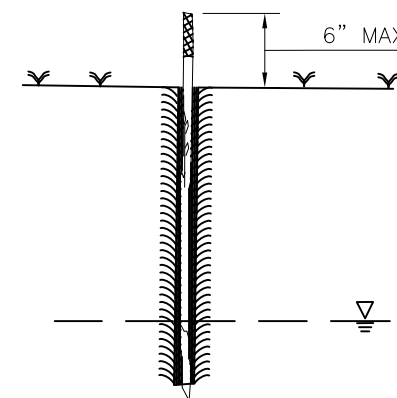
OBTAIN WILLOW OR WILLOW TYPE ADVENTITIOUSLY ROOTABLE STOCK. MATERIAL SHOULD BE FROM AN AREA WITH SIMILAR SOIL, CLIMATE, AND LOCATION RELATIVE TO THE STREAM. THE MATERIAL SHALL BE AT LEAST TWO YEARS OLD AND FREE OF DISEASE, ROT, OR INSECT INFESTATION. MATERIAL SHALL BE HARVESTED WHILE DORMANT AND SOAKED (1 TO 14 DAYS) BEFORE INSTALLATION. NRCS SHALL APPROVE THE SITE BEFORE MATERIAL IS HARVESTED. FOLLOW DETAILS IN THE CONSTRUCTION SPECIFICATION CS-UT-231.



STEP 2

CREATE A PILOT HOLE THAT IS PERPENDICULAR TO THE GROUND SURFACE AND DEEP ENOUGH TO REACH THE LOWEST WATER TABLE OF THE YEAR. THE HOLE SHALL BE 2/3 TO 3/4 THE LENGTH OF THE LIVE POLE.

NOTE: A WATER-JET (HYDRO-DRILL) MAY BE USED TO CREATE THE PILOT HOLE IN SILT, LOAM, AND SOME CLAY SOILS. IT DOES NOT WORK WELL IN LARGE GRAVELS AND COBBLES.



STEP 3

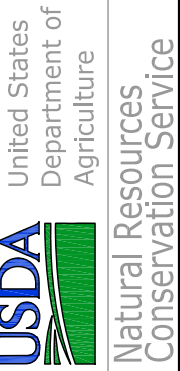
TAMP LIVE POLES INTO HOLE. TOP OF CUTTING SHALL BE ABOVE COMPETING VEGETATION. BACK FILL HOLE WITH WATER AND SOIL MIX TO ACHIEVE GOOD SOIL TO STEM CONTACT.

**DETAIL 03
WILLOW PLANTING DETAILS
NO SCALE**

Date	11/2023	Item 13.
Designed	JD	
Drawn	JD & J Rob	
Checked	SMS	
Approved	JD	1/22/24

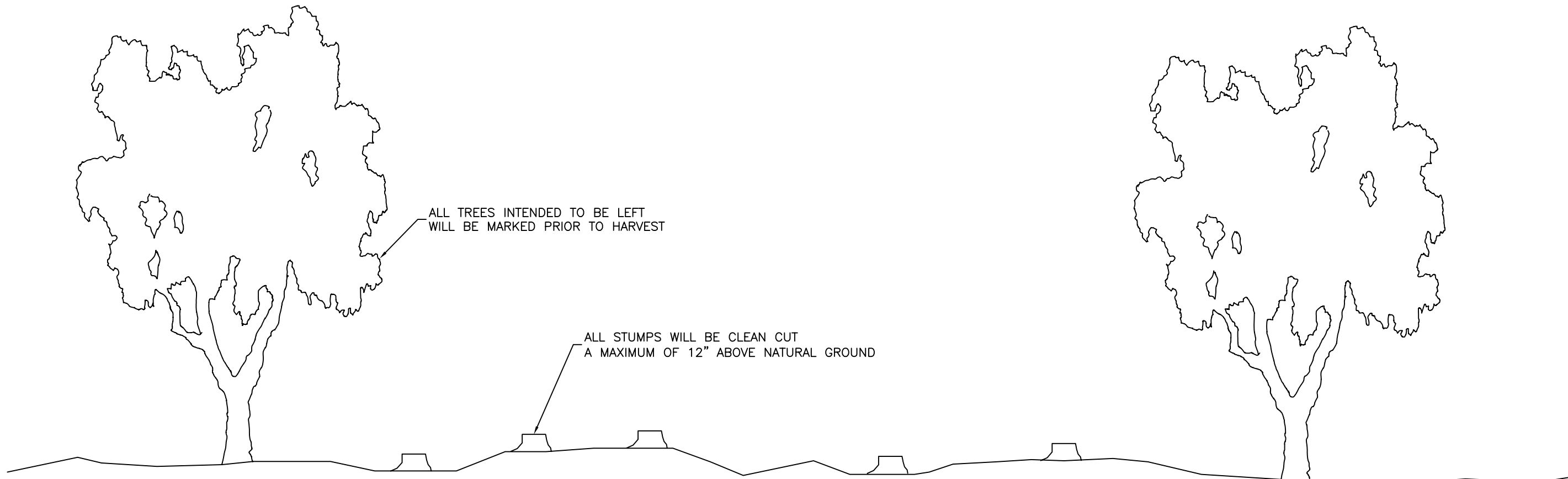
**STREAMBANK PROTECTION DETAILS
SAN JUAN PACK CREEK EWP 2021 PHASE 2**

San Juan County, Utah
San Juan County Soil Conservation District
Job Class V



File No.	Pack Creek SJ EWP-P2.dwg
Drawing No.	
1/22/24	168
Sheet 12	

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 13 TREE HARVEST DETAIL



DETAIL 04
TREE HARVEST DETAIL
NOT TO SCALE

Designed	JD	Date	11/2023
Drawn	JD & J Rob	Item	13.
Checked	SMS		
Approved	JD		1/22/24

TREE HARVEST DETAIL
SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V
 San Juan County, Utah

United States Department of Agriculture
USDA
 Natural Resources Conservation Service

File No.
 Pack Creek SJ EWP-P2.dwg

Drawing No.
 169

1/22/24
 Sheet 13

SPECIFICATIONS

The specifications and any specifications included in the PDF documents distributed or on digital medium thumb drive in addition to or in clarification of any specifications described in the *Plans or Drawings* for the Project in *Contract Document 2* and are incorporated herein by reference as a part of the Project and the Contract Documents.

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

ADDRESS: 2390 West Highway 56, Suite 14
Cedar City, Utah 84720

PHONE: 435-868-3947

*CONSTRUCTION DRAWINGS,
SPECIFICATIONS,
OPERATION and MAINTENANCE*



PROJECT: San Juan County Pack Creek EWP

I have reviewed these specifications with an NRCS representative and agree to follow the details herein. I will notify NRCS 72 hours prior to construction or excavation related to this project and will keep them informed on a regular basis on the progress of the project.

Signed by Sponsor Date

Signed by NRCS Representative Date

Prepared By: Jason Dodds **Date:** June 2023

USDA is an equal opportunity provider, employer, and lender.

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Practice Code	Job Class
578 Stream Crossing Bankfull Capacity V = all	V
580 Streambank and shoreline protection Bankfull capacity = 1500 CFS < 5000 CFS Channel Depth V = all	V
410 Grade Stabilization Structure Effective height 15 Ft < 20 Ft Drainage Area 21,120 < 25,600	V
587 Structure for Water Control Drainage Area 21,120 < 25,600 Effective height 5 ft < 10 ft Discharge < 10 CFS Wall height < 8 ft	V

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DESIGN REPORT

Sponsor: San Juan County

Contract #: NR228D43XXXXC004

County: San Juan

Purpose: EWP

I. SUMMARY

June 9, 2021 the Pack Creek Fire was started by an abandoned campfire. The fire burned approximately 8,952 acres in the Pack Creek Drainage. The NRCS was originally called out in August 2021 to complete a DSR on the incident. At the time of the first visit no significant flows had happened in Pack Creek but the next couple months the monsoonal moisture would cause significant downcutting and damage to a low water crossing, power and water crossing, and irrigation diversion structure.

Due to the significant erosion and downcutting in the channel, this engineering design has been divided into two types of . Phase 1 only deals with the critical infrastructure and knickpoints in effort to reduce significant head cuts and continue to provide water, power and access. Phase 2 will protect these structures by establishing a sustainable grade for the creek. These phases have been contracted at the same time but has 2 separate sets of drawings.

Phase 1 consists of 5 locations along the Pack Creek community identified as critical. Starting from the top they are the utilities and bridge crossing at the Mattson property, the irrigation diversion, the water and power crossing, the low water crossing and the Pack Creek bridge.

Mattson utilities are encased in concrete but are being eroded due to an exposed surface and little reinforcement. A large headcut has made it way under the Mattson Bridge. A large grade control structure is planned to prevent further downcutting to protect the bridge abutments and concrete encased low water crossing.

The irrigation diversion supplies all irrigation water to the pack creek community. The existing diversion is just above a massive 15 ft headcut that is only being stopped by a large concrete pad. The pad is jeopardized be large flows which are working on all sides of the structure. A new grade control structure, rock berm, j hook, and diversion box are all required at this site. The irrigation diversion structure is required because there is no way to install the grade control structure without affecting the existing diversion box. The diversion box is considered an environmental structure and therefore will meet ACI 350.

The water and power crossing consists of a culinary water line that was exposed and broke due to high flows. The water line is used to provide redundancy in the culinary system in Pack Creek. The water line will be replaced by the Pack Creek

water company and protected by EWP to prevent further damage from erosion and flooding. In the same location there is an exposed power line that is jeopardized. This design consists of a concrete grade control structure with a k rail cross vane to ensure this area remains a critical knickpoint.

The low water crossing on Desert Solitaire is the sole access for many residents on the north side of Pack Creek. This critical knickpoint has a head cut that has worked its way up to the crossing and actually jeopardized the existing low water crossing to the point people cannot drive across. A new road crossing including a culvert will be installed by the county. EWP funds will be used to protect the new crossing by installing a concrete high flow crossing and grade control structure.

The Pack Creek bridge is the only access road to the pack creek community. High flows have eroded the downstream side of the bridge causing a six-foot drop. A grade control structure has been designed to prevent continued downcutting and protect this critical infrastructure.

Phase 2 consists of 8 locations along the Pack Creek community where continued downcutting or lateral movement risks loss of property. There are 2 locations where toe rock will be used to prevent lateral movement and 6 locations where “Rock and Roll” structures will be used to stabilize the grade of the downcutting stream.

Toe rock, as shown in the design, consists of sloping the bank to a 1.5 to 1 slope ratio, installing toe rock with filter fabric, and re-seeding/planting the grubbed area with riparian vegetation.

Rock and Roll structures consist of alternating, interlocking logs into the banks at a constant grade. Log

II. DESIGN CONSIDERATIONS

Pack Creek is a perennial stream that has very low flows in the late summer months but has seen post fire monsoonal flows of over 1500 CFS. It is in an area with very poor-quality rip rap as most formations are sandstone. The NRCS geologist came out and identified some of the Pack Creek flood boulders as suitable rock for stream restoration projects. All other rock will have to be hauled out of Green River which is 52 mile haul. Many of the cottonwoods that were growing along pack creek have been killed by the fire. These trees will hopefully be used during phase 2 of this project.

Rock was sized using the NRCS technical supplement 14C for part 654 of the National Engineering handbook. This technical supplement has many different methods which produce drastically different rock sizes from a D50 of 28 inches all the way up to a D75 of 121 inches. EWP project must be environmentally and economically justifiable and therefore a D50 of 28 inches has been selected for this project. This is the largest stone size economically obtained in the area.

Critical data inputs were pulled from the measured velocities and depths measured at the Mattson Bridge during most events in the past two years. Design inputs are as follows.

$$G_s = 2.65 \text{ or } \gamma_s = 165.36 \text{ lb/ft}^3$$

$$\text{Width} = 25 \text{ ft}$$

$$\text{Manning's } n = 0.05$$

$$\text{Slope} = .04 \text{ ft/ft}$$

$$\text{Depth} = 6 \text{ ft}$$

$$C = 0.86 \text{ for high turbulence zones.}$$

$$V = 13.5 \text{ ft/sec}$$

$$\text{Channel Friction Slope} = 0.04 \text{ ft/ft}$$

$$D_{50} = \frac{v_a^2}{2gC^2(G_s - 1)}$$

Isbash Equation

Isbash Solution $D_{50} = 28$ inches. (See riprap spreadsheet in the calculations)

$$D_{50} = 0.0122V^{2.06} \quad (\text{eq. TS14C-9})$$

US Bureau of Reclamation

US Bureau of Reclamation Solution $D_{50} = 31$ inches

$$D_{50} = 0.01V^{2.44} \quad (\text{eq. TS14C-10})$$

USGS Method

USGS Method Solution $D_{50} = 69$ inches.

$$D_{75} = \frac{3.5}{C \times K} \times \gamma_w \times D \times S_f \quad (\text{eq. TS14C-19})$$

Lane's Method

Lane's Method Solution $D_{75} = 121$ inches.

Most of the project area is located on private property. All design aspects must have land rights to install and maintain each project. Land rights are the responsibility of the Sponsor.

For the new irrigation diversion structure, the water company wanted to be able to split the stream 30/70 percent. Water rights was contacted, and they agreed that this could be possible if all water users agreed to that management. The Diversion structure is designed to split 30/70 or take the entire stream depending on channel flow rate.

III. REFERENCES

1. USDA NRCS Utah, Conservation Practice Standard 578 Stream Crossing
2. USDA NRCS Utah, Conservation Practice Standard 580 Streambank and Shoreline Protection
3. USDA NRCS Utah, Conservation Practice Standard 578 Structure for Water Control
4. USDA NRCS Utah, Conservation Practice Standard 410 Grade stabilization Structure

IV. CONSTRUCTION

Sponsor will install part of the work on the low water crossing with his own forces and hire a competent contractor to do the installation on the rest of the sites. The contractor and sponsor are fully responsible for quality control. The NRCS will provide quality assurance as specified in this document.

V. OPERATION & MAINTENANCE

Sponsor will be responsible for the operation and maintenance of this project specific system in accordance with manufacturer's operations recommendations, provided NRCS specifications and state and local regulatory requirements and agreements. Because a lot of the work will be done on landowners property an MOU may need to be established to ensure O&M is completed as designed.

VI. ENGINEERING JOB CLASSIFICATION

JC = 5

VII. CONSTRUCTION REQUIREMENTS

1. Drawings Numbered: 1-12
2. Construction Specification(s): 1-94

VIII. DESIGN APPROVAL

Design Reviewed by: Jason Roper Date: July 2023

Design Approved by: Jason Dodds Date: July 2023

IX. SPONSOR 'S ACKNOWLEDGEMENT

The Sponsor acknowledges that:

- a. He/She has received a copy of the construction drawings and specifications and has an understanding of the contents and the requirements.
- b. He/She has obtained all the necessary permits and land rights to construct and maintain this project.
- c. No changes will be made in the installation of the job without prior concurrence of the NRCS engineer.
- d. Maintenance of the installed work is necessary for proper performance during the project life.

Accepted by: _____ Date: _____

ROLES AND RESPONSIBILITIES DURING CONSTRUCTION

SPONSOR

1. Host a pre-construction conference (site showing).
2. May serve as general contractor.
3. Obtain all required permits.
4. Notify NRCS before construction. Keep agency informed of progress and any and all issues that may arise during construction.
5. Notify BLUE STAKES prior to beginning construction.
6. Follow all federal, state, and local laws, and zoning regulations.
7. Be available for consultation and decision making for all changes that may arise during construction.
8. Hire competent contractor.
9. Authorize contractor to start work after obtaining NRCS approved drawings (design) and specifications.
10. Protect all cultural and historic resources.
11. Assure compliance with drawing (design) and specification requirements.
12. Stop work of contractor when justified for safety issues or when contractor is not meeting contract requirements.
13. Seed any disturbed areas as required.
14. Pay bills and submit copies of receipts to NRCS as required.

CONTRACTOR

1. Participate in the pre-construction conference.
2. Inform Sponsor of planned construction schedule and details during construction.
3. Provide adequate notice to Sponsor before starting the job so that NRCS may be notified (72 hours advance notice)

4. Protect all NRCS survey benchmarks from damage. Keep Sponsor informed of progress.
5. Immediately inform Sponsor and NRCS when unexpected site conditions are encountered.
6. Avoid unnecessary destruction of NRCS layout survey staking and flagging.
7. Provide/perform necessary layout staking, flagging, and measurements beyond basics provided by NRCS.
8. It is the contractor's responsibility to maintain quality control. (QC)
9. Protect any and all cultural and historic resources.
10. Protect surface water and groundwater from contamination during construction.
11. Read, know, and follow the construction plans and specifications.
12. Observe and verify utility locations.
13. Know and work safely within OSHA requirements at all times.
14. Use materials specified in construction drawings (design) and specifications. Obtain materials, equipment, and appropriately skilled personal on-site as scheduled.
15. Contractor must have a foreman (responsible decision maker) and a set of plans and specifications on-site at all times during construction.
16. Build to dimensions, elevation, and quality of workmanship specified in construction drawings (design) and specifications. Perform quality control (QC) activities such as staking, material verifications, and concrete tests where required.
17. Understand construction inspection plan. Do not proceed with work until required inspections are made.
18. Repair construction not meeting plans or specification requirements.

NRCS

1. Assist Sponsor with pre-construction conference.
2. Inform Sponsor and contractor of safety responsibilities. Inform Sponsor and contractor of observed safety concerns.
3. Follow quality assurance plan.

4. Provide basic layout and staking, as needed.
5. Be available for quality assurance (QA). Inform contractor and Sponsor of the results of inspections - including, but not limited to, compliance with drawings (design), specifications, and safety requirements.
6. Protect any and all cultural and historic resources.
7. Observe construction and perform needed quality assurance (QA) testing and measurements in order to determine that work meets requirements of the plans and specifications.
8. Inform Sponsor of presence of unexpected site conditions, cultural or historic resources. Investigate and determine need for design changes and provide alternatives as appropriate.
9. Ensure appropriate engineering approvals are obtained before making changes, and notify contractors and Sponsor of these approved changes.
10. Certify completion of construction for individual components, and entire system indicating that construction meets the requirements of the drawings (design) and specifications. Inform Sponsor of the components that need inspecting and the details of the inspection to help insure proper completion of the system.

QUALITY ASSURANCE PLAN QA-UT-09, ROCK STRUCTURES

QUALITY ASSURANCE ITEMS:

The following items should be inspected at the time of installation to insure that the system will be functional for the life of the project. The technical representative should be notified 48 hours prior to the installation so that a staff member may be there to document the installation.

With prior approval, some of the items may be installed without inspection if documented at the time of installation with photographs.

- Bank Excavation
 - Installed in the proper location, starting and ending stations and tied into banks according to plans.
 - Dimensions are according to the drawings. Front, back slopes, and height.
 - Sand and gravel filters and/or filter fabrics installed according to plans and specifications.
- Rock
 - Rock gradation, minimum size, maximum size of rock.
 - Rock material is type specified.
 - Rock shape, i.e. angular not round.
 - Rock is placed according to design.
 - Dimension of walls, height, width, slopes

SPECIAL QUALITY ASSURANCE ITEMS:

All rock must be approved by the NRCS geologist prior to installation.

QUALITY ASSURANCE PLAN QA-UT-10, STREAM WORK

Quality Assurance Items

- The following items should be inspected at the time of installation to insure that the system will be functional for the life of the project. The technical representative should be notified 48 hours prior to the installation so that a staff member may be there to document the installation.
- With prior approval, some of the items may be installed without inspection if documented at the time of installation with photographs.
- Bank Excavation
 - Installed in the proper location, starting and ending stations and tied into banks according to plans.
 - Dimensions are according to the drawings. Front, back slopes, and height.
 - Sand and gravel filters and/or filter fabrics installed according to plans and specifications.
- Rock
 - Rock gradation, minimum size, maximum size of rock.
 - Rock material is type specified.
 - Rock shape, i.e. angular not round.
 - Rock is placed according to design.
 - Dimension of walls, height, width, slopes
- Planting/live staking
 - Type, diameter and species are according to plan.
 - Planting depth is according to the drawings.
- Revetments (Root wads, trees, etc)
 - The proper size and length and diameter is installed according to the plans.
 - The proper anchor system is installed.

- Fencing
 - Location, size, type is installed according to the plans.

Special Quality Assurance Items: The contractor must be able to demonstrate proper depth of rock. Pictures and survey will be essential to ensuring proper depth and thickness.

GENERAL REQUIREMENTS

GENERAL:

This construction plan sets forth the requirements for this installation as shown on the drawings and described in the construction specifications. The project shall be constructed at the location and to the lines and grades as shown on the drawings in accordance with the construction specifications. These construction plan documents are only applicable to Farm Bill practices.

RESPONSIBILITIES:

a. Sponsor /Operator:

The Sponsor /operator is the official spokesperson for this project. The Sponsor /operator is the person who reviewed and approved the construction plan, made all contractual agreements with the contractor, ensures construction is in accordance with the requirements as set forth in the plans, obtains all permits and is financially responsible. The Sponsor /operator is the sole person who can authorize any changes during construction that incur financial obligations. The Sponsor /operator is responsible to repair any disturbed areas by seeding, planting or other methods of mitigating damages.

b. Technical Representative:

Technical Representative may be a Technical Service Provider or NRCS personnel. The technical representative has the authority to review the practice during construction and conduct necessary tests and quality control reviews to ensure that all work is in compliance with the construction plan. The technical representative reviews all construction changes and insures that the Sponsor /operator approves prior to installation. The technical representative maintains a job diary and/or construction notes and prepares as-built drawings of the project when applicable.

c. Contractor:

The contractor/installer has a contractual agreement with the Sponsor /operator for the project installation as set forth in the construction plan. The contractor/installer shall not make changes to the construction plan without technical representative and Sponsor /operator approval. The contractor/installer shall comply with all applicable permits and conduct the work in a safe and timely manner.

CONSTRUCTION PLAN:a. Specifications:

The construction specifications and material specifications describe minimum acceptable quality of work and materials for the project. Specifications may also reference a commercial standard such as the American Society of Testing Materials, ASTM, which identifies materials. Commercial standards set forth the minimum acceptable quality of identified materials within the industry. If a conflict arises between the drawings and specifications, the specification governs the work and/or material.

b. Drawings:

The drawings are a visual representation to supplement construction and material specifications. The drawings include location, profiles, sections, details and notes necessary to describe the work.

PERMITS:

All permits, rights of ways, and/or easements that are applicable for the construction and/or operation are the responsibility of the Sponsor /operator and shall be available for review by the technical representative prior to the start of construction.

SAFETY:

The contractor is responsible for compliance with all state and local laws, ordinances, codes, and/or regulations applicable, including OSHA 1910 and 1926, to the project. The technical representative will document any safety violations witnessed.

SPECIAL ENVIRONMENTAL CONSIDERATIONS: Environmental Laws, Executive Orders, Policies, etc.

The Sponsor is responsible for compliance with all wetlands, cultural resources, federal, state and local laws, ordinances, codes, and/or regulations applicable. *As applicable, these specific measures have been identified and documented on the NRCS conservation measures specification sheet. Any changes to the layout of the project will need to be cleared with the technical representative 48 hours prior to construction.* The technical representative will document any special environmental violations witnessed.

WORKMANSHIP:

The contractor is responsible for damage of any property that occurs during construction. The construction site shall be maintained in a safe and clean manner. The

contractor will be responsible to restore temporary construction areas to pre-existing condition.

Pollution Control:

When applicable the Contractor is responsible for developing a Storm Water Pollution Prevention Plan (SWPPP) and obtaining the necessary permits from the State of Utah, Department of Water Resources (UDWR). Applicability is defined by rules and regulations required by UDWR. The Contractor is responsible for following the approved plan and is liable for any fees or fines resulting from the development/violation of the plan.

A SWPPP shall be submitted to the technical representative before construction activities begin. SWPPP may consist of a written description or plan view drawing of the proposed measures/actions to be taken. As a minimum the SWPPP shall consist of:

Chemical pollution:

The contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to dispose of chemical pollutants, such as drained lubricating or transmission fluids, grease, soaps, concrete mixer washwater, or asphalt, produced as a by-product of the construction activities. At the completion of the construction work, sumps shall be removed and the area restored to its original condition. Sump removal shall be conducted without causing pollution.

Air pollution:

The burning of brush or slash and the disposal of other materials shall adhere to state and local regulations. Fire prevention measures shall be taken to prevent the start or spreading of wildfires that may result from project activities. Firebreaks or guards shall be constructed and maintained at locations shown on the drawings.

All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated to fully suppress dust. All dust control methods shall ensure safe construction operations at all times. If chemical dust suppressants are applied, the material shall be a commercially available product specifically designed for dust suppression and the application shall follow manufacturer's requirements and recommendations.

The contractor shall maintain equipment in such a manner to avoid pollution of the soil, water, or air. Washing down, fueling, or servicing of equipment shall not take place in any body of water. Sponsor /operator and the technical

representative shall be contacted after any spill. The Contractor is responsible for all costs and shall clean-up any spill immediately upon discovery. Clean-up methods shall comply with guidance and methods approved by the Utah Department of Environmental Quality.

QUALITY CONTROL/QUALITY ASSURANCE:

Quality Control consists of developing, implementing, and maintaining a system to ensure that the specified quality is achieved for all materials and work performed. The contractor shall maintain a system of quality control to provide the specified material testing and verification of material quality before use. The system activities shall include procedures to verify adequacy of completed work, initiate corrective action to be taken, and document the final results.

Quality Assurance is performed by the technical representative to ensure that the project is being installed per the construction drawings and specifications. The technical representative is limited to assuring that the quality control system is being followed and is not responsible or authorized to direct construction activities.

CERTIFICATION:

Inspection of the project will be performed by the technical representative during construction and after the work has been completed. If deficiencies are found the Sponsor /Contractor will be notified by the technical representative verbally and/or in writing regarding corrective actions necessary before certification and payment of the project are made.

CONSTRUCTION SPECIFICATION CS-UT-31, CONCRETE FOR MINOR STRUCTURES

1. SCOPE

The work consists of furnishing, forming, placing, finishing, and curing Portland cement concrete for structures. The structures must be constructed at the location and to the line and grades as shown in the plan.

2. SITE PREPARATION

The site must be excavated and cleared to a depth and area adequate to place gravel, concrete, and standpipe structure to the standards shown on the drawings and in this specification.

A 1 ½-inch minus gravel material must be placed beneath the structure to provide foundational support and allowing fine leveling as required. The gravel thickness must be a minimum of 6 inches unless otherwise indicated by the technical representative and must be spread to an area no less than 6 inches past the structure in all directions. The finished grade of the gravel must be as shown on the drawings.

3. MATERIALS

Portland Cement: Portland cement must conform to the requirements of ASTM C150 for the specified types of cement. Type I, II or III Portland cement must be used, unless another type is specified on the drawings.

Concrete Aggregates: The coarse and fine aggregate must conform to the durability and gradation requirements of ASTM C33. The maximum size of the aggregate must be 1 inch unless otherwise stated on the drawings.

Admixtures: Air-entraining admixtures must conform to the requirements of ASTM C260. Water-reducing and/or set-retarding admixtures must conform to ASTM C494 Types A, B, D, F or G. Plasticizing, or plasticizing and retarding admixtures must conform to ASTM C494, Types F or G, or C1017 as applicable. Accelerating or water-reducing and accelerating admixtures must be noncorrosive and conform to the requirements of ASTM C494, Types C and E.

Fly Ash: Class F fly ash meeting ASTM C618 may be used in the concrete mix as a partial substitution of Portland cement.

Reinforcing Steel: Steel bars for concrete reinforcement must be Grade 60 new, unfinished, deformed billet-steel bars conforming to ASTM A615/A615M. Welded steel wire fabric reinforcement must conform to the requirements of ASTM A1064/A1064M. Welded deformed steel wire fabric for concrete reinforcement must conform to the requirements of ASTM A1064/A1064M.

Waterstop: Waterstops must be of the non-metallic type and Class II fabricated of polyvinyl chloride (PVC) with the following requirements: Specific gravity must be a maximum of 1.4, tensile strength must be a minimum of 1,400 psi, ultimate elongation of the web must be a minimum of 280 percent (flanges must be a minimum of 200 percent). Waterstop must be tested and meet the following ASTM Standards: D792, D638, or D395.

Hydrophilic type waterstops must have a minimum tensile strength of 350 psi, Elongation of 600%, Tear resistance of 50 lbs/in and specific gravity of 1.3. Hydrophilic waterstops must meet ASTM D412, D624 and D792.

Concrete Curing Compound: Curing compound refers to a liquid membrane-forming compound suitable for spraying on concrete surfaces to retard the loss of water during the concrete curing process. Curing compound must meet the requirements of either ASTM C309 or C1315. If type 1 is specified, a fugitive dye must be used.

Joint Sealant: Joint Sealant must conform to ASTM C920, Type S, Grade NS, Class 25, Use I. Sealant must have as a minimum movement capability of $\pm 35\%$ and tensile strength of 300 psi. The sealing compound if used with other joint material, such as fillers or gaskets, must be compatible.

4. CONCRETE MIX DESIGN

Concrete mixes must be composed of Portland cement, fine and coarse aggregates and clean water. Portland cement Type III and IIIA may be used upon request and acceptance by the technical representative, based on a need for early concrete strength to facilitate construction. Maximum size of the coarse aggregate must not exceed 1 inch. Fly ash may be used as a partial substitution for Portland cement in an amount of no more than 25 percent (by weight) of the cement in the concrete mix.

The compressive strength of the concrete mix must be a minimum of 4,500 psi at 28 days. The water cement ratio must be no greater than 0.5 by weight, unless noted otherwise on construction drawings.

An air-entraining admixture must be used when concrete is placed in an environmentally exposed area; concrete must have air entrainment of 5 to 7 % (by volume) of the concrete at the time of placement.

Use of calcium chloride or antifreeze compounds is not permitted in any concrete mix.

Fiber mesh may be used as a secondary reinforcement to increase resistance to cracking and must not replace reinforcing steel as shown on the drawings. Fibers must be added to the concrete mix at a minimum rate of 1.5 pounds per cubic yard of concrete and a maximum of 15 pounds per cubic yard. Fiber mesh material must be 100 percent virgin polypropylene fibrillated fibers containing no olefin materials and conform to ASTM C1116 and C1399. The individual fibers must have a graded length of ½ inch to ¾ inch and incorporated into the concrete mix per manufacturers recommendations.

The slump must be 2 to 5 inches except when superplasticizer is used in the concrete mix. When superplasticizer is used, the slump must not exceed 8 inches following addition and mixing. Additional superplasticizer must not be added to the concrete mix after discharge of the concrete at the job site has commenced

Ten days prior to the concrete placement, the contractor must provide to the technical representative, a statement of the materials and mix proportions (including any admixtures needed) intended for use. The statement must include evidence satisfactory to the technical representative that the materials and proportions will produce concrete conforming to strength and mix requirements. The identified materials and proportions constitute the "job mix." After a job mix has been approved, neither the source, character, or grading of the aggregates nor the type or brand of cement or admixture must be changed without prior notice to the technical representative. If such changes are necessary, no concrete containing new or altered material must be placed until the technical representative has approved a revised job mix.

5. STEEL REINFORCEMENT

The reinforcement must be the size, grade and overlap length as shown on the drawings and must be based on ACI 350-06, Sections 12.2.2 and 12.15, using the appropriate factors for a Class B splice. Reinforcing steel must be free from rust, oil, grease, paint or other deleterious matter. Welded wire fabric must overlap

the larger of 6 inches or two mesh spacings. Installation of reinforcing into fresh concrete is not permitted. Welding of reinforcing steel is not permitted.

All reinforcing must be supported and securely fastened in-place to prevent movement during placement of the concrete. Stabbing of reinforcing steel into wet concrete must not be permitted. Vertical reinforcement must be supported by either plastic chairs or epoxy coated steel wire. Horizontal reinforcement must be supported by concrete blocks having strength equal to or greater than the 28-day compressive strength of the concrete being placed, or plastic chairs.

Maintain the following concrete coverage for concrete reinforcing:

Unformed surface in contact with earth	3"
Formed surfaces in contact with earth	2"
Formed surfaces exposed to outside weather	2"
Clear distances between bars	2"

When specified on the construction drawings, the contractor must provide to the technical representative a construction plan detailing size, location, dimensions, bend angles, minimum overlap, embedment length and quantity of reinforcing steel to be placed (rebar schedule). The contractor must provide the rebar schedule to the technical representative 10 days prior to placement for approval.

6. FORMS

Concrete forms must have sufficient strength and rigidity to hold the concrete and to withstand the necessary pressure, tamping and vibration without deflecting from the prescribed lines. They must be mortar-tight and constructed so that they can be removed without hammering or prying against the concrete. Form surfaces must be smooth and free from holes, dents, sags, or other irregularities. Forms must be coated with a non-staining form release agent prior to being set into place. All form work must remain in place a minimum of 24 hours after placement of concrete. The contractor must be responsible for the construction, design, placement and removal of all formwork. All shoring during placement of concrete is the sole responsibility of the contractor.

All form ties must permit their removal to a depth of 1 inch below the surface of the concrete without injury to the concrete and must not be used without use of cones. Form ties that break off at the surface of the concrete must not be

permitted. Cone holes must be filled with a non-shrink concrete grout that is tamped into the hole immediately after form removal

Items to be embedded in concrete must be positioned accurately and anchored firmly.

7. WATERSTOPS

Waterstops must be of the size, dimension and location shown on the drawings and must be held firmly in the correct position as the concrete is placed. Joints must be cemented, welded, or vulcanized as recommended by the manufacturer. Joints must be watertight. Intersecting waterstop joints must be prefabricated and supplied by the same manufacturer providing the waterstop.

8. CONSTRUCTION JOINTS

Construction joints must be made at locations shown on the drawings and of the type specified by the technical representative.

Surfaces of construction joints must be cleansed of all unsatisfactory concrete, laitance, coatings, stains, or debris by washing and scrubbing with a wire brush or wire broom and kept moist for at least one hour prior to placement of new concrete.

In addition, the top surfaces of walls and columns must be immediately and carefully protected from any condition that might adversely affect curing of concrete.

Expansion and contraction joints must be made only at locations shown on the drawings. Exposed edges on these joints must be carefully tooled, chamfered and free of mortar and concrete spillage.

Preformed expansion joint filler must be held firmly in the correct position as the concrete is placed and must be left exposed for its full length with clean and true edges.

9. SAFETY

The contractor is responsible for compliance with all state and local laws, ordinances, codes, and/or regulations applicable, including OSHA Part 1910 and 1926, to the project. The technical representative will document any safety violations witnessed.

The contractor must develop and implement safety protocols that comply with OSHA Part 1910 and 1926. As a minimum the procedures will include: catwalks

and railings for work performed in excess of 4 feet above the ground (ladders may be used as work platforms only when use of small hand tools or handling of light material is involved), protective cones for all vertically exposed rebar, and construction equipment (including concrete delivery trucks) must be equipped with reverse alarms. If a concrete bucket is used, no person must either ride or at any time be directly underneath a bucket in transport.

10. PLACEMENT

Contractor must notify the technical representative 48 hours prior to the placement of concrete to allow inspection of the reinforcing steel, forms, subgrade, preparation for curing, and vibrating equipment. Concrete must not be placed until the subgrade, forms, and steel reinforcement have been inspected and approved.

Prior to placement of concrete, the forms, reinforcing steel, and subgrade must be free of chips, sawdust, debris, water, ice, snow, extraneous oil, mortar, rust or other harmful substances and/or coatings. Rock surfaces must be cleaned by wire brushing, wet sand-blasting, air water jets or other means satisfactory to the technical representative. Earth surfaces must be firm and damp before placing concrete. Placement of concrete on mud, dried earth, uncompacted fill or frozen subgrade will not be permitted.

No additional water must be added to the concrete at time of placement to increase slump and workability of concrete, unless water has been withheld prior to mixing of the concrete (trim water). In that event, water may be added to the volume levels which had been withheld, such that the total water of concrete mix placed is equal to the approved mix proportions.

The maximum length of time between introduction of the cement to the aggregates and placement of the concrete in the forms must not exceed 1-1/2 hours for concrete temperatures below 85° F or 45 minutes for concrete temperatures above 85°F.

Mobile concrete mixers or volumetric batching and continuous mixing at the construction site is permitted. The batching and mixing equipment must conform to the requirements of ASTM C685 and must be demonstrated before placement of concrete by tests with the job mix to produce concrete meeting the specified proportioning and uniformity requirements.

Concrete must be consolidated by either hand spading and tamping or mechanical vibration to ensure smooth and dense concrete along form surfaces, in corners, and around embedded items. The use of vibrators to transport

concrete in the forms is not permitted. Vibration must not be applied directly to the reinforcement steel, forms, or to concrete that has begun to set.

Successive layers must be placed at a fast enough rate to prevent the formation of “cold joints”. If a successive layer cannot be placed in a timely manner, a standard type construction joint must be used between layers.

Concrete must be placed in horizontal lifts not greater than 20 inches. Concrete must not be dropped more than 5 feet vertically, or 12 feet vertically for a superplasticized concrete mix. An elephant trunk, chute, or similar means must be used when applicable to minimize the vertical drop.

The depositing of concrete must be regulated so that concrete may be consolidated with a minimum of lateral movement, segregation, laitance, or honey-combing. Hoppers and chutes must be used as necessary to prevent segregation and the splashing of mortar on the forms and reinforcing steel above the placing level. Temporary stays and braces can be removed when no longer needed.

Vibration is required at all joints that contain waterstops.

11. DELIVERY TICKETS

The contractor must obtain from the supplier a delivery ticket for each load of concrete before unloading at the site. A copy of the delivery ticket for each truckload of ready mix concrete must be available for review by the technical representative. The following minimum information must be included on each load ticket:

- A. Name of concrete supplier and batch plant
- B. Name of purchaser and job location
- C. Date of delivery
- D. Truck Number
- E. Amount of concrete delivered
- F. Time loaded or time of first mixing of cement and aggregates
- G. Mixing water in the load as free water, including any water trimmed
- H. Type and amount of cement
- I. Type and amount of admixtures

- J. Weights of fine and coarse aggregate
- K. Percent moisture content or weight of free water contained in the aggregate.

The contractor or inspector must also include the following additional information on the load ticket:

- L. Water added by the receiver of the concrete
- M. Time the concrete arrived at the site
- N. Time the concrete was completely unloaded.

12. FINISHING OF UNFORMED SURFACES AND CURING

All flat work surfaces must be true and even, and must be free from open or rough spaces, depressions, or projections. All flatwork must be screeded to grade and then bull-floated. Vibratory screeding may be used in lieu of bull-floating.

Sloped slabs must be worked to a uniform grade, maintaining the specified thickness, and finished in a manner to insure dense concrete. All sloped surfaces must be true and even, and must be free from open or rough spaces, depressions, or projections.

Excessive floating or troweling while the concrete is soft must not be permitted. The addition of dry cement or water to the surface of the screeded concrete must not be permitted.

Concrete edges must be chamfered 3/4 inch or finished with molding tools.

Concrete must be cured for a period of at least 7 days after it is placed. Exposed concrete surfaces must be kept continually wet during the entire curing period or until curing compound is applied.

Curing compound must be thoroughly mixed immediately before applying, and must be applied at a uniform rate recommended by the manufacturer, as a minimum. It must form a uniform, continuous, adherent film over the entire surface.

Curing compound must not be applied to surfaces requiring bond with concrete remaining to be placed, construction joints, reinforcing steel, and embedded items. These areas must be wet cured.

Concrete surfaces subjected to heavy rainfall, running water and/or other moisture damage within 3 hours after curing compound has been applied must receive a second application.

13. FINISHING FORMED SURFACES AND CURING

Concrete edges must be chamfered 3/4 inch or finished with molding tools.

Concrete must be cured for a period of at least 7 days after it is placed.

Forms must not be removed without approval of the technical representative. Removal of forms must be done in such a way as to prevent damage to the concrete and in a way that will allow the concrete to take the stresses due to its own weight uniformly and gradually.

Wall forms and forms for joints with waterstops must not be removed for 24 hours after the concrete is placed. Other forms may be removed when the concrete is sufficiently cured so that the concrete will not be damaged. When forms are removed prior to the 7 day curing period the concrete surfaces must be kept continually wet during the entire curing period or until curing compound is applied

Age of stripped concrete must be at least 7 days before any load is applied other than the weight of forms, scaffolds and succeeding lifts.

The following must be done immediately after removal of forms.

- A. Removal of all fins and other surface irregularities which affect appearance or function.
- B. Removal of all form bolts and ties to the depth of their cone.
- C. All cavities, holes and honey-combing must be thoroughly cleaned, wetted and filled with dry pack mortar. The area to be patched must be kept damp prior to patching.
- D. The patching mortar must be compacted to form a dense, well-bonded unit that is free from shrinkage cracks.
- E. All patched areas must be cured as specified in Section 11.

14. REMOVAL OR REPAIR

Concrete that is honeycombed, damaged, frozen or otherwise defective must be removed or repaired immediately upon discovery, at the contractor's expense. The technical representative must be notified of any damaged concrete. The

contractor must submit to the technical representative a removal/repair plan prior to performing any repair work for concurrence.

All patching repairs must be made using a non-shrink grout material and installed per the approved plan. When proprietary patching material is proposed in the plan, the manufacturer's data sheets and written recommendations must be included in the plan.

Repair material or replacement concrete must have properties, color, and texture similar to and compatible with the concrete being repaired or replaced. Repair or replacement concrete work must be performed only when the technical representative is present.

Curing of repaired or replaced concrete must be started immediately after finish work is completed or as specified by the manufacturer of proprietary compounds.

15. SPECIAL PROVISIONS FOR CONCRETING IN HOT/COLD WEATHER

Hot Weather:

For this specification, hot weather is defined as any combination of high ambient temperature, (generally above 80°F), low relative humidity, and wind velocity tending to impair the quality of fresh or hardened concrete or otherwise resulting in abnormal properties.

The temperature of the concrete must be less than 90°F during mixing, conveying and placement.

Special provisions must be made to immediately protect and cure the concrete due to rapid drying conditions. Concrete surfaces exposed to the air must be kept continuously wet for the first 24 hours of the curing period or until curing compound is applied.

In extreme conditions, it may be necessary to (1) restrict placement to late afternoon, or night, (2) restrict the depth of layers to assure coverage of the previous layer while it will still respond readily to vibration, (3) suspend placement until conditions improve.

Cold Weather:

For this specification, cold weather is defined as when the daily minimum ambient air temperature at the site is less than 40°F.

The temperature of the concrete at the time of placement must not be less than 50°F, nor more than 90°F. Heated water of 140°F or less may be used when cement is added to the mix.

Prior to placement of concrete, all ice, snow and frost must be completely removed from all surfaces to be in contact with the concrete.

The use of antifreeze or accelerator compounds is not allowed.

The concrete must be protected for a minimum of three days following placement with insulated blankets or heated enclosures. Combustion heaters must have exhaust flue vented out of the concrete protection enclosure and must not be permitted to dry the concrete.

Concrete must maintain a uniform temperature throughout its entire dimension to minimize thermal expansion/contraction cracks.

In both hot and cold weather concreting, the contractor must furnish to the technical representative, a record of daily maximum and minimum ambient air and concrete surface temperatures during the curing period.

16. PIPE DETAILS

Pipe entering into or leaving the structure must cast into the wall of the structure and be located as shown on the plans. The joint must be watertight.

17. SAFETY GRATES ON THE STRUCTURE

If the structure has an open top a protective cover is required on top of the structure to prevent accidental entry. Covers must be permanently attached to the structure, support the weight of an adult and allow adequate access for maintenance. The grates must be sturdy and made of steel unless otherwise approved by the engineer.

18. HEADGATES

Structures requiring headgates must have new screw-type headgates matching the appropriate size of pipe used or size of gated opening. Headgates must be mounted securely to the pipe or the structure using manufacturer's specifications. Support for the frame of the gate may be required for tall gates. The headgate frame may be supported by the structure. The headgate riser stem

must be tall enough that removal of the safety grate is not required to operate the gate.

19. MEASUREMENT AND PAYMENT

Concrete is measured to the neat lines or pay limits as shown on the drawings, and the volume of concrete is computed to the nearest 0.1 cubic yard. No deduction in volume is made for chamfers or edges.

Payment for each item of concrete is made at the contract unit price for that item. The payment for concrete will constitute full compensation for completion of the concrete work, including furnishing and placing reinforcing steel, furnishing and handling concrete, joint fillers, waterstops, metal plates, dowels or dowel assemblies, and metal plates, but not including other items listed for payment elsewhere in the contract.

20. ITEMS OF WORK AND CONSTRUCTION DETAILS

All concrete structures must meet or exceed ACI-350.

CONSTRUCTION SPECIFICATION CS-UT-23, EARTHFILL

1. SCOPE

The work consists of the construction of earth embankments, other earthfills, and earth backfills required by the drawings and specifications.

Earthfill is composed of natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner.

Structural Earth backfill is composed of natural earth material placed and compacted in confined spaces or adjacent to structures (including pipes) by hand tamping, manually directed power tampers or vibrating plates, or their equivalent.

Unsuitable material is composed of sod, brush, roots, woody and vegetative materials, concrete rubble, frozen soil, perishable material or any other material not suitable as earthfill.

2. MATERIALS

All fill material must be obtained from required excavations and designated borrow areas. The selection, blending, routing, and disposition of material in the various fills must be subject to approval by the technical representative.

Rock particles larger than the maximum size specified for each type of fill must be removed prior to compaction of the fill.

The types of material used in the various fills must be as listed and described in the specifications and drawings.

3. FOUNDATION PREPARATION

The foundation area must be cleared of trees, stumps, roots, brush, rubbish, and stones having a maximum dimension greater than six (6) inches. Foundations must be stripped to remove vegetation and other unsuitable materials or to the depth shown on the drawings, whichever is greater. Topsoil must be stripped from the foundation area and stockpiled for use as a top dressing for vegetation establishment unless otherwise shown on the drawings.

Earth foundations must be graded to stable slopes and surface irregularities removed.

Foundation soils must be free of loose, uncompacted earth in excess of 2 inches in depth and must be at a moisture content such that the earthfill can be compacted and bonded with the first layer as specified for subsequent layers of earthfill.

Foundation soils must be free of frozen materials or standing water prior to earthfill being placed upon them.

4. PLACEMENT

Fill must not be placed until the required excavation and preparation of the underlying foundation soils is completed and inspected by the technical representative. No fill must be placed upon or incorporated with unsuitable material.

Fill must be placed in approximately horizontal layers beginning at the lowest elevation of the foundation. The thickness of each layer of fill prior to compaction must be as specified in Table 1. Materials placed by dumping in piles or windrows must be spread uniformly to not more than the specified layer thickness prior to compaction.

Structural earth backfill must be placed in a manner that prevents damage to the structures and allows the structures to assume the loads from the earth backfill gradually and uniformly. The height of the earth backfill adjacent to a structure must be increased at approximately the same rate on all sides of the structure.

For Concrete structures, placement of structural earth backfill may begin after the concrete has cured for the minimum time specified in CS-UT-31, Concrete for Minor Structures.

Earthfill in dams, levees, and other structures designed to impound water must be placed to meet the following additional requirements:

- a. The distribution of materials throughout each zone must be essentially uniform, and the fill must be free from lenses, pockets, streaks, or layers of material differing substantially in texture, moisture content, or gradation from the surrounding material.
- b. The embankment top must be maintained approximately level during construction except for sectional construction as approved by the technical representative or as shown on construction drawings.
- c. Dam embankments must be constructed in continuous layers from abutment to abutment, except where openings to facilitate construction or to allow passage of stream flow during construction are specified.
- d. If the surface of any layer becomes too hard and smooth to achieve a suitable bond with the succeeding layer, it must be scarified parallel to the axis of the fill to a depth of not less than 2 inches before the next layer is placed.

Table 1 – Equipment Compaction Requirements			
Equipment Type	Applicable Soils¹	Layer Thickness² (inches)	Minimum Passes³
Sheepsfoot roller (10,000 lb. min. operating weight)	ML, MH, CL, CH or SM, SC, GM, GC with >20% fines	9	Walked out ⁴
Vibratory tamping roller (9,000 lb. min operating weight)	SM, SC, GM, GC	9	3
Rubber-tired scraper (fully loaded)	GM, GC, SM, SC, ML, MH, CL, CH	9	1
Rubber-tired front end loader (fully loaded)	GM, GC, SM, SC, ML, MH, CL, CH	6	1
Track-type crawler (standard tracks)	GM, GC,	6	2
30,000 lb. min.	SP, SW, GP, GW	12	4
	CL, ML, SC, SM	6	4
Less than 30,000 lb.	GW, GC, GP, GW, SM, SC, SP, SW, ML, CL	6	4
Steel drum Vibratory roller (10,000 lb. min.)	SP, SW, GP, GW	12	4

¹ Unified Soil Classification System

² Prior to Compaction

³ The technical representative must determine if adequate compaction is being achieved. Additional passes may be required.

⁴ Walked Out – refers to compaction effort achieved when the sheeps foot tooth no longer penetrates the fill layer.

5. MOISTURE CONTROL

In all cases:

The application of water to the earthfill material must be accomplished at the borrow areas insofar as practicable. Water may be applied by sprinkling the material after placement on the earthfill, if necessary. Uniform moisture distribution must be obtained by disking.

Material that is too wet when deposited on the earthfill must either be removed or be dried to the specified moisture content prior to compaction.

If the top surface of the preceding layer of compacted earthfill or a foundation or abutment surface in the zone of contact with the earthfill becomes too dry to permit suitable bond, it must either be removed or scarified and moistened by sprinkling to acceptable moisture content before placement of the next layer of earthfill.

Earthfill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of moisture content, must be reworked to meet the requirements or removed and replaced by acceptable earthfill. The replacement earthfill and the foundation, abutment, and earthfill surfaces upon which it is placed must conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction. Contractor is responsible for all additional costs, time and materials associated with reworking placed earthfill.

During the course of the work, the technical representative may perform quality assurance tests to identify material; determine compaction characteristics; determine moisture content; and determine density of earthfill in place. Tests performed by the technical representative will be used to verify that the earthfill conforms to compaction and moisture requirements and is not as a replacement for the contractor's quality control system.

6. COMPACTION

Earthfill must be compacted and with appropriate moisture according to the following requirements for the class of earthfill specified on drawings:

Class A—Each layer of earthfill must be compacted, as necessary, to provide the density of the earthfill not less than the minimum density specified on the construction drawings or as specified below.

- The compacted fill must have a minimum density as specified in Section 8 of this specification or as shown on the drawings. The density must be shown as a percent of the standard proctor maximum dry density as determined by ASTM D698, "Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort." The in-place density of the compacted fill must be determined using any of the following test procedures: ASTM D1556 "Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method", D2167

“Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method”, D2937 “Standard Test Method for Density of Soil in Place by the Drive-Cylinder Method”, and D6938 “Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).”

- Moisture content for the compacted earthfill must be determined by one of the following methods: ASTM D-2216 “Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass”, D-6938 “Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)”, D-4643 “Standard Test Method for Determination of Water (Moisture) Content of Soil by Microwave Oven Heating”, D-4944 “Standard Test Method for Field Determination of Water (Moisture) Content of Soil by the Calcium Carbide Gas Pressure Tester”, or D-4959 “Standard Test Method for Determination of Water (Moisture) Content of Soil by Direct Heating.” Acceptable moisture content must be within the range of +/- 2% of the optimum moisture as determined using ASTM D-698.
- The contractor must provide a quality control system to verify that placed earthfill has achieved adequate compaction and moisture content, per laboratory test data. As a minimum, the quality control system must include one (1) field test for every lift of earthfill or 300 cubic yards placed. The contractor is responsible for obtaining and testing soil samples for determination of standard proctor maximum dry density and optimum moisture content of soil to be used as fill.

Class C— Each layer of earthfill must be compacted by the specified number of passes of the type and weight of roller or other equipment specified in Table 1 or by an approved equivalent method. Each pass must consist of, at least one complete coverage by the wheel, track, or roller over the entire surface of the fill layer in a direction parallel to the main axis of the fill.

- Fill materials must have a moisture content sufficient to insure the required compaction. When kneaded in the hand, the soil will form a ball which does not readily separate and will not extrude out of the hand when squeezed tightly. The adequacy of the moisture content will be determined by the technical representative.

Class S— Earth backfill adjacent to structures must be compacted to a density equivalent to that of the surrounding in place earth material or adjacent required earthfill or earth backfill. Compaction must be accomplished by hand tamping or manually directed power tampers, plate vibrators, walk-behind, miniature, or self-propelled rollers. Unless otherwise specified, heavy equipment including backhoe mounted power tampers or vibrating compactors and manually directed vibrating rollers must not be operated within 3 feet of any structure. Towed or self-

propelled vibrating rollers must not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist is not permitted.

- Testing must follow Class A compaction, moisture and quality control requirements as stated above.
- Compacting of earth backfill adjacent to structures must not begin until the concrete has attained the specified strength, as determined by testing of casted concrete cylinders, by direction of the technical representative or the following:

Structure	Time interval (days)
Vertical or near-vertical walls with earth loading on one side only	14
Walls backfilled on both sides simultaneously	7
Conduits and spillway risers, cast-in-place (with inside forms in place)	7
Conduits and spillway risers, cast-in-place (inside forms removed)	14
Conduits, pre-cast, cradled	2
Conduits, pre-cast, bedded	1
Cantilever outlet bents (backfilled both sides simultaneously)	3

Class U— Earthfill that is made of excess or unsuitable material from the project site must be spread in adjacent fields or removed, burned and buried. Buried material will be at least 3 feet below the natural ground surface and the finished surface of the burial area will blend in with surrounding topography. Disposal areas must be those shown on construction drawings or as directed by the technical representative.

7. MEASUREMENT AND PAYMENT

For items of work for which specific unit prices are established in the contract, the volume of each type and compaction class of earthfill and earth backfill within the specified zone boundaries and pay limits is measured and computed to the nearest cubic yard. No deduction in volume is made for embedded items, such as, but not limited to, conduits, inlet structures, outlet structures, embankment drains, sand diaphragm and outlet, and their appurtenances.

Payment for each type and compaction class of earthfill and earth backfill is made at the contract unit price for that type and compaction class of earthfill. Such payment will constitute full compensation for all labor, material, furnishing, transporting, equipment, water application, and all other items necessary and incidental to the performance of the work.

8. ITEMS OF WORK AND CONSTRUCTION DETAILS

Class C fill will be sufficient for this project. See Table 1 for compaction details.

CONSTRUCTION SPECIFICATION CS-UT-21, EXCAVATION

1. SCOPE
The work consists of all excavations to the lines and grades as shown on the drawings.
2. SAFETY LAWS
The owner and/or contractor is responsible for compliance to all Federal, State of Utah, and local safety laws, ordinances and regulations applicable for excavation and removal of materials.
3. REMOVAL OF WATER
The contractor must construct and maintain all necessary cofferdams, channels, flumes, pumping equipment, and/or other temporary diversion and protective work for dewatering the various parts of the work. Foundations, cutoff trenches, and other parts of the work must be maintained free from water as required for construction. After having served their purpose, all temporary protective works must be removed, or leveled in such a way as to not interfere in any way with the operation, usefulness or stability of the project.
4. USE OF EXCAVATED MATERIALS
Excavated materials that conform to the material requirements, as stated in the drawings and approved by the technical representative, may be used as earthfill to the extent as needed.
5. DISPOSAL OF WASTE MATERIAL
All surplus or waste material must be disposed of in areas shown on the drawings or as agreed upon by the Sponsor /operator and the technical representative, and left in a neat condition, free of depressions and sloped to drain.
6. BRACING AND SHORING
Unstable excavated surfaces and/or other excavations as defined by all federal and state law must be supported to prevent soil movement.
7. EXCAVATION OF BORROW MATERIAL
All borrow sites must be left in a final condition with stable side slopes, removal of hazards, sloped to drain, free of depressions and other unsightly conditions. Areas disturbed by work must be seeded as specified in the plan.
8. BLASTING

If use of explosives becomes necessary, the transportation, handling, storage, and use of explosives must be by a person of proven experience and ability in blasting operations in accordance with state laws. Blasting must be done in such a way as to prevent damage or unnecessary fracturing of the foundation.

9. OVER-EXCAVATED AREAS

All over-excavated areas must be brought up to design elevation with compacted fill using the appropriate NRCS Utah Construction Specification for Earthfill (CS-UT-23).

CONSTRUCTION SPECIFICATION CS-UT-221, DIVERSION

1. SCOPE

The work consists of constructing a channel across the slope, with a supporting ridge on the lower side as shown on the drawings, or as staked by the technical representative.

2. MATERIAL

The earth material used in constructing the diversion must be obtained from the diversion channel, designated borrow areas, or other required excavation. The fill matrix must contain no frozen earth material, rock fragments greater than 4 inches in diameter, sod, brush, or other foreign material.

3. CONSTRUCTION

- A. The foundation of all fill sections must be prepared so that a good bond is obtained between the base and fill material. Heavy sod must be stripped to a minimum of 6-inches in depth and the area scarified. Existing banks must be cleared of all debris and sloped to a 1:1 slope or flatter before fill placement. All dead furrows and gullies to be crossed must be filled and compacted. All old terraces, fence rows, and obstructions that will interfere with the diversion must be removed. All trees, brush, stumps, and vegetation **or frozen material** must be removed and disposed at sites shown on the drawings or as approved by the technician.
- B. Fill material must be placed in layers of 6 inches or less prior to compaction and fully compacted prior to the placement of the next layer. Each layer must be compacted by the construction equipment in such a

manner that the entire surface of each fill layer will be traversed by one wheel tread or track of the equipment.

- C. When stated on the drawing, the topsoil must be removed, stockpiled, and replaced after initial grading.
 - D. The top of the constructed ridge must not be lower at any point than the design elevation plus 20 percent, but not less than 6 inches above the design elevation for settlement.
4. ITEMS OF WORK AND CONSTRUCTION DETAILS

Construction survey will be required in ensure proper depth of excavation and placement of riprap.

CONSTRUCTION SPECIFICATION CS-UT-02, CLEARING AND GRUBBING

1. SCOPE

The work consists of the clearing and grubbing of designated areas by removal and disposal of trees, snags, logs, stumps, shrubs, vegetation and rubbish.

2. REMOVAL

All trees, snags, logs, brush, stumps, and shrubs not marked (section 3) for preservation and rubbish must be removed from within the limits of the construction areas. Unless otherwise specified, all stumps, roots and root clusters having a diameter of 1 inch or larger must be grubbed out to a depth of at least 2 feet below subgrade elevation for concrete structures and 1 foot below the ground surface for earthfills.

3. MARKING

The limits of the area(s) to be cleared and grubbed will be marked by stakes, flags, tree markings, or other suitable methods.

Trees to be left standing and uninjured will be designated by special markings placed on the trunk about 6 feet above the ground surface.

4. SALVAGE

Trees to be salvaged for saw logs must be trimmed and cut to planned lengths and hauled to the loading area.

Brush piles for wildlife must be established as shown on the drawings.

5. DISPOSAL

Where brush piles for wildlife are not specified on the drawings, cleared and grubbed materials must be disposed of by burning or burying at selected locations approved by the technician. Where cleared and grubbed materials are hauled offsite they must be disposed of in accordance with local and state laws. Materials to be buried must be placed at least 2 feet below the surrounding ground line and have a minimum of 2 feet of cover with the finished surface graded to drain. Any burning operations must be subject to all public laws governing such operations.

CONSTRUCTION SPECIFICATION CS-UT-11, REMOVAL OF WATER

1. SCOPE
The work consists of the removal of surface water and ground water as needed to perform the required construction. This also includes the dewatering of borrow sites. It must include furnishing, constructing and operating all temporary facilities and equipment. This construction specification also includes removal of temporary facilities.
2. DIVERTING SURFACE WATER
Protective measures needed to divert stream flow and other surface water must be built, maintained, and operated during construction.
3. DEWATERING CONSTRUCTION AND BORROW SITES
The construction site must be dewatered and kept free of standing water or excessively muddy conditions as needed for proper execution of the construction work. Dewatering must include furnishing, installing, operating and maintaining all equipment including pumps as needed.
4. REMOVAL OF TEMPORARY WORKS
After the temporary works have served their purposes, they must be removed or graded to present a neat appearance without interfering with permanent drainage systems or stream flows.
5. EROSION AND POLLUTION CONTROL
All temporary works must be accomplished in such a manner that erosion and the transmission of sediment and other pollutants are minimized.

CONSTRUCTION SPECIFICATION CS-UT-252, CONDUITS AND PIPELINES

1. SCOPE

The work consists of furnishing and placing circular, arched or elliptical pipe and necessary appurtenances.

2. MATERIALS

Pipe and fittings must conform to the requirements of the applicable NRCS Material Specifications listed below, for the type and grade of material being used. Where connecting bands are used, they must withstand the internal pressure of the installation without leakage.

All pipe sizes and classes must be as shown on the drawings. Any change must be approved by the technical representative prior to the purchase of the pipe.

3. MATERIAL HANDLING

The material must be delivered and handled in a manner that will not damage, or reduce its strength, or damage the coating. All special handling requirements of the manufacturer must be adhered to. When handling and placing coated or plastic pipe, care must be taken to prevent damage resulting from metal surfaces or rocks. Care must be exercised while handling the pipe during cold weather. Pipe that is mishandled must be fully inspected for damage and cracks. Damaged pipe must not be used. All fittings and couplers must equal or exceed the pressure rating of the pipe with which they will be used. They must be made of material that is recommended by the manufacturer for use with the pipe.

4. LAYING AND BEDDING

Unless otherwise specified, the pipe must be installed in accordance with the manufacturer's recommendations. The pipe must be laid such that the spigot must be inserted into the bell.

Soil material, fine gravel or coarse gravel specified as bedding material must be durable, non-compressible and be within the grading limits of the Unified Soil Classification System, USCS. The ASTM specifications for classifying soils are: ASTM D-2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System), and ASTM D-2488, Standard Practice for Description and Identification of Soils (Visual Manual Procedure).

The following table lists some general properties of materials suitable for bedding. Gradation is unique for each soil in the USCS. The bedding

requirements are site specific and must be shown on the drawings using an identification symbol of the USCS.

Material	USCS	S.G. (Min.)	Size (Max.)
Soil	SW,SP,SM,SC,ML,CL	1.75	#10 Sieve
Fine Gravel	SW,SP,SM,SC	2.00	3/4-inch
Coarse Gravel	GW,GP,GM,GC	2.40	3-inch
	SW,SP,SM,SC		

Installation of the pipe must be in accordance with Utah NRCS Construction Specification CS-UT-201, and bedding material must be hand compacted around the pipe to the depth of cover as stated on the drawings. The trench width must be 2 times the pipe diameter or 24 inches whichever is greater.

Installation of HDPE Pipe, which is ripped in, must be in accordance with Utah NRCS Construction Specification CS-UT-272.

Perforated pipe must be laid with the perforations down and oriented symmetrically about a vertical center line. Perforations must be clear of any obstructions at the time the pipe is laid.

Elliptical pipe and pipe with elliptical or quadrant reinforcement must be laid so that the vertical axis, as indicated by markings on the pipe, is in the vertical position.

During backfilling, the pipe must be anchored to prevent separation from the bedding. The pipe must be laid so the pipeline barrel is uniformly supported, which may require special excavation for bells and/or couplings.

All gasketed pipe, not glued or fused, must have thrust blocks placed at tees, reducers, elbows, valves, and end of lines. The deflection of the pipe between joints must not exceed 1 degree or 4 inches.

Exposed PVC pipe or pipe installed without UV protections must be painted or otherwise protected. PVC pipe must be painted only with a latex based paint.

5. STRUTTING

When required, struts or horizontal support ties must be installed as specified on the drawings. Struts and ties must remain in place until the backfill has been placed to a height of 5 feet above the top of the pipe, or has been completed if the finished height is less.

6. JOINTS

Pipe joints must conform to the details prescribed by the manufacturer and shown on the drawings. All joints and connections must be sound, watertight, and withstand a working pressure equal to or greater than the pipe.

The joints must be made in a manner so that the inside of the pipe is free from obstructions.

When bell type joints with gaskets are used, the spigot must be inserted into the bell to the proper markings shown on the pipe.

7. COATINGS

All coatings must be inspected after final placement and just prior to backfill. Any pinholes and/or damage must be repaired with a material that is recommended by the manufacturer.

8. NRCS MATERIAL SPECIFICATIONS

A. CONCRETE PIPE

NON-REINFORCED PIPE

The American Society of Testing Materials, ASTM, specifications applicable for concrete pipe are:

- a. Irrigation pipe. The pipe with rubber gasket joints must conform to the requirements of ASTM C-505, Standard Specification for Non-reinforced Concrete Irrigation Pipe with Rubber Gasket Joints.
- b. Irrigation or drainage pipe. The pipe with mortar joints must conform to the requirements of ASTM C-118, Standard Specification for Concrete Pipe for Irrigation or Drainage, (non-reinforced concrete pipe)
- c. Drain tile. The pipe must conform to the requirements of ASTM C-412, Standard Specification for Concrete Drain Tile.

- d. Perforated pipe. The pipe must conform to the requirements of ASTM C-444, Standard Specification for Perforated Concrete Pipe.
- e. Culvert pipe. The pipe must conform to the requirements of ASTM C-14, Standard Specification for Non-reinforced Concrete Sewer, Storm Drain, and Culvert Pipe, for the class of pipe specified on the drawing.

Refer to NRCS Material Specification, MS-543,
Nonreinforced Concrete Pipe.

REINFORCED PIPE

- a. Round pipe. Round reinforced concrete culvert pipe must conform to the requirements of ASTM C-76, Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe, C-361, Standard Specification for Reinforced Concrete Low-Head Pressure Pipe, or C-655, Standard Specification for Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe, for the class of pipe specified on the drawing.
- b. Arch pipe. Reinforced concrete arch culvert pipe must conform to the requirements of ASTM C-506, Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe, for the class of pipe specified on the drawing.
- c. Elliptical Pipe. Reinforced concrete elliptical culvert pipe must conform to the requirements of ASTM C-507, Standard Specification for Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe, for the class of pipe specified on the drawing.

Refer to NRCS Material Specification, MS-541, Reinforced
Concrete Pressure Pipe

RUBBER GASKET JOINTS

When rubber gasket joints are specified, the joints and gaskets must conform to the requirements of ASTM C-443, Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

B. CORRUGATED METAL PIPE

Corrugated metal pipe and fittings must conform to the requirements of the applicable Specification for the specified classes and shapes of pipe, as listed:

Corrugated steel pipe: ASTM A-760, Standard Specification for Corrugated Steel Pipe, Metallic Coated for Sewers and Drains. Refer to NRCS MS 551 Coated Corrugated Steel Pipe.

Corrugated aluminum pipe: ASTM B745, Standard Specification for Corrugated Aluminum Pipe for Sewers and Drains. Refer to NRCS Material Specification, MS-552, Aluminum Corrugated Pipe.

The additional requirements apply for riveted seams:

- a. Unless otherwise specified, circumferential shop riveted seams must have a maximum rivet spacing of 6 inches, except that 6 rivets will be sufficient for 12-inch diameter pipe.
- b. When close riveted pipe is specified: (1) the pipe must be fabricated so that the rivet spacing in the circumferential seams must not exceed 3 inches, except that 12 rivets will be longitudinal seams that will be covered by the coupling bands the rivets must have finished flat heads or the rivets and holes must be omitted and the seams must be connected by welding to provide a minimum of obstruction to the seating of the coupling bands.
- c. Double riveting or double spot welding for corrugated steel pipe less than 42 inches in diameter, or corrugated aluminum pipe less than 30 inches in diameter may be required. When double riveting or double spot welding is specified, the riveting or welding must be done in the manner specified for pipe 42 inches or greater in diameter.

COATINGS

Coatings must conform to the requirements of ASTM-B745, ASTM-A760 for the specified material and type of coating. Refer to NRCS Material Specification, MS-582, Galvanizing

C. PLASTIC PIPE

The pipe must conform to American Society of Testing Material (ASTM) Specification applicable for the manufacture of this pipe. Refer to NRCS Material Specification, MS-547, Plastic Pipe.

<u>Material</u>	<u>SDR¹</u>	<u>SCH 40 & 80</u>	<u>PIP²</u>
	ASTM	ASTM	ASTM
Polyethylene, PE PE-3608, PE-4710	D-2239 D-3035		
High Density Polyethylene, HDPE, PE-3608, PE-4710	D-3350, F-714		
Polyvinyl Chloride, PVC	AWWA C-900 D-2241	D-1785 D-2466	ASTM-2241-A1

*For pipelines conveying potable water, the material also requires approval of the National Sanitary Foundation, NSF.

¹ SDR, Standard Dimension Ratio

² PIP, Plastic Irrigation Pipe

FITTINGS

The fittings must be of a material, size and pressure rating compatible with the pipe materials and withstand a working pressure equal to or greater than the pipe.

JOINTS

- a. Solvent welding of joints must be in accordance with the recommendation of the pipe manufacturer.
- b. Rubber gasket joints and the gasket material must conform to ASTM D-3139, Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
- c. All joints and connections must withstand a working pressure equal to or greater than the pipe.

HDPE JOINTS

Pipe joints must conform to the details prescribed by the manufacturer and shown on the drawings. Pipe joints must be sound and watertight at

the working pressure equal to or greater than the pipe. The joints must be made in a manner so that the inside of the pipe is free from obstructions. Threaded joints on HDPE pipe are not acceptable. Only the following types of joints are approved by the technical representative.

Joints can be made in three different ways: Heat fusion, Electrofusion and mechanical connectors. For installation in cold weather, extra care must be taken to ensure the proper fusion heating procedures are followed, as outlined by the pipe manufacture.

1. Heat fusion joints are accomplished in three types: Butt, Saddle and Socket fusion. The following procedures are a summary of the installation procedures. Follow the pipe manufactures installation methods or ASTM F-2620 for specific installation requirements.
 - a. Butt fusion is very common and economical. All joints made with this method must be done with a butt fusion machine for the size of pipe being used. The procedures to follow for performing a butt fusion include but not limited to:
 - (1) The ends of the pipes need to be securely fastened in the machine
 - (2) The pipe ends must be properly faced or prepared with parallel surfaces
 - (3) The proper alignment of the pipe profile
 - (4) Heat the pipe interfaces in the machine as per pipe manufacturer's requirements.
 - (5) Join the two profiles together
 - (6) Hold the pipes under pressure until the fusion is complete as per pipe manufacturer's requirements.
 - b. Saddle fusion is performed by heating the outside of the pipe and the matching surface of the fitting and pressing both surfaces together for the fusion process. Saddle fusion is only permitted with the proper mechanical assist tools. The procedures to follow for the saddle fusion are similar to that of the butt fusion procedures. Note that the

proper heater adapters and saddle fusion machines are required.

- c. Socket fusion is accomplished by heating the inside of a fitting and the outside of the pipe. The fitting should be the proper size for the size of pipe being fused to it. Use the proper heater attachments to ensure that the material is heated to the proper temperature. Insert the pipe end into the fitting while there are both heated and apply the proper pressure until the fusion is complete. It is important during this procedure that the pipe is not twisted inside the fitting to make the connection.
2. Electrofusion is accomplished by putting a fitting around the pipe and using a machine to apply an electric current in the area that needs to be fused together. The pipe must be cleaned and clamped in the fitting and the proper machine to apply the electric current used. Follow the pipe manufactures installation methods or ASTM F-1290 for specific installation requirements.
 3. Mechanical compression fittings must be made out of material with the proper burst strength and life expectancy of the installed HDPE pipe. The technical representative will only accept mechanical fittings that prevent pipe pull out. Follow the pipe manufactures installation methods.

D. STEEL PIPE

Steel pipe must conform to the requirements of the applicable American Society of Testing Material, ASTM specification listed below for the kind of pipe and the type, weight, grade, and finish specified:

ASTM Specifications

Welded and seamless steel pipe (Standard Pipe)	A-53
Electric-resistance-welded pipe (30-inch and under)	A-135
Arc-welded pipe (4-inch and over)	A-139

Arc-welded steel plate pipe (16-inch and over) A-134

AWWA Standard

Fabricated electrically welded steel water pipe C-200

Mill-type steel water pipe C-200

Refer to NRCS Material Specification, MS-54, Steel Pipe

FITTINGS

Fittings must conform to the requirements of ASTM A-858 and A-865 for the types and kinds specified.

E. CORRUGATED POLYETHYLENE PIPE

The manufacturer of corrugated polyethylene pipe must be governed by the American Association of State Highway and Transportation Officials, AASHTO.

The pipe must comply with the requirements for test methods, dimensions and markings in AASHTO specification M-294-S. The pipe and fittings must be made from PE compounds which conform to the requirements of cell class 324420C as defined and described in ASTM D-3350.

Refer to NRCS Material Specification, MS-548, Corrugated Polyethylene Pipe

F. ABOVE GROUND, MULTI-OUTLET PIPE- GATED PIPE

MATERIAL

Rigid pipe must be aluminum or plastic material certified for above ground use. Rigid pipe and appurtenances must be furnished with a coupling system that is interchangeable with the selected pipe material.

Rubber gaskets must be according to the manufacturer's standard design dimensions and tolerances for the pipe material selected.

Minimum wall thickness for aluminum gated pipe must be 0.050 inches for 6 through 10 inches in diameter and 0.058 for 12 inch diameter pipe. Corrosion protection must be provided for aluminum pipe when:

- Conveying water with a copper content exceeding 0.02 ppm
- In contact with soil having a resistivity of less than 500 ohm-cm
- In contact with soil having a pH less than 4 or greater than 9

Minimum wall thickness of rigid PVC pipe must be 0.120 inches. The pressure rating of the pipe must be 22 p.s.i. or greater, prior to gate installation.

Minimum wall thickness of lay-flat polyethylene pipe must be 6 mil (0.006 inches)

CONSTRUCTION SPECIFICATION CS-UT-267, CONSTRUCTION FABRICS

1. SCOPE
This construction specification is applicable for furnishing and installation of woven and non-woven construction fabrics to the lines and grades as shown in the drawings.
2. MATERIALS
The materials will conform to the type specified on the drawings and must meet or exceed Material Specification, MS-592, Geotextile for the type of fabric to be installed. The bedding and covering must be of the material quality and depth as shown on the drawing.
3. SITE PREPARATION
The final grading of the earthwork must be completed before installation. The site must be free from depressions, ridges and angular rocks greater than 1 inch. The foundation must be unyielding to prevent forces that will elongate, tear or puncture the fabric. The area must be free from all sharp objects and foreign material such as wood, wire and metal. Bedding must be in place prior to the installation of fabric material.
4. INSTALLATION
If bedding is shown on the drawing, it must be installed prior to placement of the fabric. In channels, the fabric must be installed in the direction of flow. On slopes, the fabric may be installed across the slope or perpendicular to the slope. The ends and edges must be overlapped or shingled a minimum of 8 inches in the direction of flow and anchored. The fabric must be covered, seeded and/or fertilized as shown on the drawings.
5. ANCHORING
Unless otherwise shown on the drawings, the upper and lower ends of fabric on slopes that exceed 5:1 must be anchored by burial in a twelve-inch deep trench and covered and/or stapled. If the fabric is not covered, it must be secured by stapling in a diamond pattern with a minimum of two staples per square yard which includes all edges and ends stapled at a maximum spacing of four foot on center. Staples must be suitable for use with erosion control fabrics.
6. ITEMS OF WORK AND CONSTRUCTION DETAILS
Nonwoven Geotextile fabric will be required behind all rock structures as shown on the design.

CONSTRUCTION SPECIFICATION CS-UT-256, ROCK STRUCTURE

1. SCOPE
The work consists of furnishing and installing loose rock structures including filter layers or bedding as specified on the drawings.
2. MATERIALS
Rock Rip Rap must conform to the requirements of Material Specification 523, Rock Rip Rap, or if so specified from designated sources. It must be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits. Rock must be approved by the technical representative prior to installation.
3. SITE PREPARATION
The site must be excavated and backfilled to the lines and grades shown on the drawings. Fill material must be obtained from approved excavations. Prior to filling, the existing ground surface must be scarified to ensure a bond with the fill material. The fill material must be compacted to the density of the surrounding undisturbed areas. Excess excavated material must be disposed of by spreading in areas shown on the drawings or removed from the site.
4. REMOVAL OF TREES AND VEGETATION
Removal of trees and brush must only be to the extent necessary to do the work and done in a manner as to avoid damage to remaining trees, other vegetation and property. Shade, food, and/or den trees to be saved must be marked with ribbon. Stumps and root wads will not be removed unless they are within the excavation areas shown on the drawings.

Disposal of trees, brush, and other materials must be done in a manner that is compatible with federal, state and local law, regulations, and/or ordinances that cause the least detrimental effect to the environment.
5. FILTER OR BEDDING
When the drawings specify fabric filter, aggregate filter or bedding beneath structures, the filter or bedding material must be spread uniformly on the prepared subgrade surfaces to the depth specified. Compaction of filter layers or bedding is not required, but the surface of such layers must be finished and reasonably free of mounds, dips, or windrows. Construction Specification CS-267 applies for the installation of Construction Fabrics.
6. EQUIPMENT-PLACED ROCK
The rock must be placed by equipment to the depths specified. The structure must be constructed to the full course thickness in a manner that prevents

- displacement of the underlying materials. The rock must be placed in a manner that will ensure that the rock is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact with one another. The smaller rocks and spalls fill the voids between the larger rocks. End dumping or dozer placement of rock is not permitted.
7. GRADATION
Rock and filter materials must be of the gradation shown on the drawings.
 8. SEEDING AND FERTILIZATION
Disturbed areas must be seeded in accordance with the Critical Area Planting specification sheet(s) provide by the technical representative.
 9. SPRIGGING OF WOODY VEGETATION
When specified, woody cuttings must be planted at locations using the methods detailed on the drawings and in Construction Specification 234, Dormant Stock Planting.
 10. MAINTENANCE
Substantial maintenance will be needed. Eroded areas must be promptly filled and re-vegetated as specified above for seeding and sprigging. Fertilizer should be applied at a recommended rate and watering may be necessary to sustain the plantings.

CONSTRUCTION SPECIFICATION

CS 94, CONTRACTOR QUALITY CONTROL

1. SCOPE

The work consists of developing, implementing, and maintaining a quality control system to ensure that the specified quality is achieved for all materials and work performed.

2. EQUIPMENT AND MATERIALS

Equipment and material used for quality control shall be of the quality and condition required to meet the test specifications cited in the contract. Testing equipment shall be properly adjusted and calibrated at the start of operations and the calibration maintained at the frequency specified. Records of equipment calibration tests shall be available to the engineer at all times. Equipment shall be operated and maintained by qualified operators as prescribed in the manufacturer's operating instructions, the references specified, and as specified in section 10 of this specification. All equipment and materials used in performing quality control testing shall be as prescribed by the test standards referenced in the contract or in section 10.

All equipment and materials shall be handled and operated in a safe and proper manner and shall comply with all applicable regulations pertaining to their use, operation, handling, storage, and transportation.

3. QUALITY CONTROL SYSTEM

Method 1—The contractor shall develop, implement, and maintain a system of quality control to provide the specified material testing and verification of material quality before use. The system activities shall include procedures to verify adequacy of completed work, initiate corrective action to be taken, and document the final results. The identification of the quality control personnel and their duties and authorities shall be submitted to the contracting officer in writing within 15 calendar days after notice of award.

Method 2—The contractor shall develop, implement, and maintain a system adequate to achieve the specified quality of all work performed, material incorporated, and equipment furnished before use. The system established shall be documented in a written plan developed by the contractor and approved by the contracting officer. The system activities shall include the material testing and inspection needed to verify the adequacy of completed work and procedures to be followed when corrective action is required. Daily records to substantiate the conduct of the system shall be maintained by the contractor. The quality control plan shall cover all aspects of quality control and shall address, as a minimum, all specified testing and inspection requirements. The plan provided shall be consistent with the planned performance in the contractor's approved construction schedule. The plan shall identify the contractor's onsite quality control manager and provide an organizational listing of all quality control personnel and their specific duties. The written plan shall be submitted to the contracting officer within 15 calendar days after notice of award. The contractor shall not proceed with any

construction activity that requires inspection until the written plan is approved by the contracting officer.

All methods—The quality control system shall include, but not be limited to, a rigorous examination of construction material, processes, and operation, including testing of material and examination of manufacturer's certifications as required, to verify that work meets contract requirements and is performed in a competent manner.

4. QUALITY CONTROL PERSONNEL

Method 1—Quality control activities shall be accomplished by competent personnel. A competent person is: One who is experienced and capable of identifying, evaluating, and documenting that materials and processes being used will result in work that complies with the contract; and, who has authority to take prompt action to remove, replace, or correct such work or products not in compliance. Off-site testing laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Contracting Officer, for approval, laboratory certification or inspection information. The Contractor shall submit to the Contracting Officer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

Method 2—Quality control activities shall be accomplished by competent personnel who are separate and apart from line supervision and who report directly to management. A competent person is one who is experienced and capable of identifying, evaluating, and documenting that material and processes being used will result in work that complies with the contract, and who has authorization to take prompt action to remove, replace, or correct such work or products not in compliance. Offsite testing laboratories shall be certified or inspected by a nationally recognized entity. The Contractor shall submit to the Contracting Officer, for approval, laboratory certification or inspection information. The contractor shall submit to the contracting officer, for approval, the names, qualifications, authorities, certifications, and availability of the competent personnel who will perform the quality control activities.

5. POST-AWARD CONFERENCE

The contractor shall meet with the contracting officer before any work begins and discuss the contractor's quality control system. The contracting officer and the contractor shall develop a mutual understanding regarding the quality control system, including procedures for correcting quality control issues.

6. RECORDS

The contractor's quality control records shall document both acceptable and deficient features of the work and corrective actions taken. All records shall be on forms approved by the contracting officer, be legible, and be dated and signed by the competent person creating the record.

Unless otherwise specified in section 10 of this specification, records shall include:

- a. Documentation of shop drawings including date submitted to and date approved by the contracting officer, results of examinations, any need for changes or modifications, manufacturer's recommendations and certifications, if any, and signature of the authorized examiner.
- b. Documentation of material delivered including quantity, storage location, and results of quality control examinations and tests.
- c. Type, number, date, time, and name of individual performing quality control activities.
- d. The material or item inspected and tested, the location and extent of such material or item, and a description of conditions observed and test results obtained during the quality control activity.
- e. The determination that the material or item met the contract provisions and documentation that the engineer was notified.
- f. For deficient work, the nature of the defects, specifications not met, corrective action taken, and results of quality control activities on the corrected material or item.

7. REPORTING RESULTS

The results of contractor quality control inspections and tests shall be communicated to the engineer immediately upon completion of the inspection or test. Unless otherwise specified in section 10, the original plus one copy of all records, inspections, tests performed, and material testing reports shall be submitted to the engineer within one working day of completion. The original plus one copy of documentation of material delivered shall be submitted to the engineer before the material is used.

8. ACCESS

The contracting officer and the engineer shall be given free access to all testing equipment, facilities, sites, and related records for the duration of the contract.

9. PAYMENT

Method 1—For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds, after presentation by the contractor of invoices showing related costs and evidence of charges by suppliers, subcontractors, and others for furnishing supplies and work performed. If the total of such payments is less than the lump sum contract price for this item, the remaining balance is included in the final contract payment. Payment of the lump sum contract price constitutes full compensation for completion of the work.

Payment is not made under this item for the purchase cost of material and equipment having a residual value.

Method 2—For items of work for which lump sum prices are established in the contract, payment is prorated and paid in equal amounts on each monthly estimate. The number

of months used for prorating shall be the number estimated to complete the work. The final month's prorate amount is made with the final payment. Payment as described above constitutes full compensation for completion of the work.

Payment is not made under this item for the purchase cost of material and equipment having a residual value.

All methods—Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 10.

CONSTRUCTION SPECIFICATION CS 27, DIVERSIONS AND WATERWAYS

1. SCOPE

The work consists of all excavations, shaping, grading, and earthfills required to construct the diversions and waterways as shown on the drawings or as staked in the field.

2. MATERIAL

The earth material used in constructing the earthfill portions of the diversions or waterways shall be suitable material obtained from required excavations or earth material obtained from designated borrow areas. Material for earthfills shall be free from frozen material, brush, roots, sod, stones over 6 inches in diameter, or other objectionable material.

3. FOUNDATION PREPARATION

Foundations for earthfill shall be stripped to remove vegetation and other unsuitable materials or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the earthfill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface material of the foundation shall be compacted and bonded with the first layer of earthfill as specified for subsequent layers of earthfill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of 2 inches in depth normal to the slope and shall be at such a moisture content that the earthfill can be compacted against them to produce a good bond between the earthfill and the abutments.

4. PLACEMENT

Earthfill material shall not be placed until the required foundation preparation is complete, inspected, and approved for placement. Earthfill shall not be placed upon a frozen surface. Earthfill shall be placed in horizontal layers not exceeding 9 inches in thickness. The moisture content of the earthfill materials shall be sufficient to obtain firm and suitable compaction. Compaction shall be obtained by routing the hauling and spreading equipment over the earthfill material so that the entire surface of each layer is traversed by not less than one track tread of the loaded equipment, or equivalent methods approved by the engineer.

5. EXCAVATION

Excavation shall be to the lines and grades shown on the drawings or as staked in the field. All surplus and unsuitable material is designated as waste and shall be disposed of at locations shown on the drawings or at a location approved by the engineer.

6. MEASUREMENT AND PAYMENT

Method 1—For items of work for which specific unit prices are established in the contract, the length of waterway or diversion is determined to the nearest linear foot by

measurement along the centerline of the waterway or diversion. Such payment will constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work.

Method 2—For items of work for which specific lump sum prices are established in the contract, the quantity of waterways or diversions is not measured for payment. Payment for waterways and diversions is made at the contract lump sum price and shall constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work.

Method 3—The pay limits for excavation and earthfill shall be as designated on the drawings. Payment for excavation and earthfill to construct the waterways and diversions is separately measured and computed to the nearest cubic yard by the method of average cross-sectional end areas. Payment for excavation and earthfill is made at the unit price bid and shall constitute full compensation for all labor, material, equipment, and all other items necessary and incidental to the performance of the work.

All methods—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 7 of this specification.

CONSTRUCTION SPECIFICATION CS 95, GEOTEXTILE

1. Scope
This work consists of furnishing all material, equipment, and labor necessary for the installation of geotextiles.
2. Quality
Geotextiles shall conform to the requirements of Material Specification 592 and this specification.
3. Storage
Before use, the geotextile shall be stored in a clean, dry location out of direct sunlight, not subject to extremes of either hot or cold temperatures, and with the manufacturer's protective cover undisturbed. Receiving, storage, and handling at the job site shall be in accordance with the requirements listed in ASTM D 4873.
4. Surface preparation
The surface on which the geotextile is to be placed shall be graded to the neat lines and grades as shown on the drawings. It shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions, and standing or flowing water (unless otherwise specified in section 7 of this specification).
5. Placement
Before the geotextile is placed, the soil surface will be reviewed for quality assurance of the design and construction. The geotextile shall be placed on the approved prepared surface at the locations and in accordance with the details shown on the drawings and specified in section 7 of this specification. It shall be unrolled along the placement area and loosely laid, without stretching, in such a manner that it conforms to the surface irregularities when material or gabions are placed on or against it. The geotextile may be folded and overlapped to permit proper placement in designated area(s).

Method 1—The geotextile shall be joined by machine sewing using thread material meeting the chemical requirements for the geotextile fibers or yarn. Thread shall be polypropylene, polyester, or Kevlar™ aramid thread, unless a specific thread type is specified. The thread shall consist of two parallel stitched rows at a spacing of about 1 inch and shall not cross (except for any required re-stitching). The stitching shall be a lock-type stitch. Each row of stitching shall be located a minimum of 2 inches from the geotextile edge. Unless otherwise specified, the seam tensile strength as measured according to ASTM D4884 shall be a minimum of 90 percent of the geotextile tensile strength in the weakest principal direction as measured according to ASTM D4632.

The geotextile shall be temporarily secured during placement of overlying material to prevent slippage, folding, wrinkling, or other displacement of the geotextile. Unless

otherwise specified, methods of securing shall not cause punctures, tears, or other openings to be formed in the geotextile.

Method 2—The geotextile shall be joined by overlapping a minimum of 18 inches (unless otherwise specified) and secured against the underlying foundation material. Securing pins, approved and provided by the geotextile manufacturer, shall be placed along the edge of the panel or roll material to adequately hold it in place during installation. Pins shall be steel or fiberglass formed as a **U**, **L**, or **T** shape or contain "ears" to prevent total penetration through the geotextile. Steel washers shall be provided on all but the U-shaped pins. The upstream or upslope geotextile shall overlap the abutting downslope geotextile. At vertical laps, securing pins shall be inserted through the bottom layers along a line through approximately the mid-point of the overlap. At horizontal laps and across slope laps, securing shall be inserted through the bottom layer only. Securing pins shall be placed along a line about 2 inches in from the edge of the placed geotextile at intervals not to exceed 12 feet unless otherwise specified. Additional pins shall be installed as necessary and where appropriate to prevent any undue slippage or movement of the geotextile. The use of securing pins will be held to the minimum necessary. Pins are to remain in place unless otherwise specified.

Should the geotextile be torn or punctured, or the overlaps or sewn joint disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or grade distortion, the backfill around the damaged or displaced area shall be removed and restored to the original approved condition. The repair shall consist of a patch of the same type of geotextile being used and overlaying the existing geotextile. When the geotextile seams are required to be sewn, the overlay patch shall extend a minimum of 1 foot beyond the edge of any damaged area and joined by sewing as required for the original geotextile except that the sewing shall be a minimum of 6 inches from the edge of the damaged geotextile. Geotextile panels joined by overlap shall have the patch extend a minimum of 2 feet from the edge of any damaged area.

Geotextile shall be placed in accordance with the following applicable specification according to the use indicated in section 7:

Slope protection—The geotextile shall not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. In no case shall material be dropped on uncovered geotextile from a height of more than 3 feet.

Subsurface drains—The geotextile shall not be placed until drainfill or other material can be used to provide cover within the same working day. Drainfill material shall be placed in a manner that prevents damage to the geotextile. In no case shall material be dropped on uncovered geotextile from a height of more than 5 feet.

Road stabilization—The geotextile shall be unrolled in a direction parallel to the roadway centerline in a loose manner permitting conformation to the surface irregularities when the roadway fill material is placed on its surface. In no case shall

material be dropped on uncovered geotextile from a height of more than 5 feet. Unless otherwise specified, the minimum overlap of geotextile panels joined without sewing shall be 24 inches. The geotextile may be temporarily secured with pins recommended or provided by the manufacturer, but they shall be removed before the permanent covering material is placed.

6. Measurement and payment

Method 1—For items of work for which specific unit prices are established in the contract, the quantity of geotextile for each type placed within the specified limits is determined to the nearest specified unit by measurements of the covered surfaces only, disregarding that required for anchorage, seams, and overlaps. Payment is made at the contract unit price. Such payment constitutes full compensation for the completion of the work.

Method 2—For items of work for which specific unit prices are established in the contract, the quantity of geotextile for each type placed with the specified limits is determined to the nearest specified unit by computing the area of the actual roll size or partial roll size installed. The computed area will include the amount required for overlap, seams, and anchorage as specified. Payment is made at the contract unit price. Such payment constitutes full compensation for the completion of the work.

Method 3—For items of work for which specific lump sum prices are established in the contract, the quantity of geotextile is not measured for payment. Payment for geotextiles is made at the contract lump sum price and constitutes full compensation for the completion of the work.

All methods—The following provisions apply to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 7 of this specification.

CONSTRUCTION SPECIFICATION CS 62, GROUTED ROCK RIPRAP

1. SCOPE

The work consists of furnishing, transporting, and the installation of grouted rock riprap revetments and blankets, including filter or bedding where specified.

2. MATERIAL

Rock for riprap shall conform to the requirements of Material Specification 523, or, if so specified, shall be obtained from designated sources. It shall be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits.

At least 30 days before rock is delivered from other than designated sources, the contractor shall designate, in writing, the source from which rock material will be obtained and provide information satisfactory to the engineer that the material meets contract requirements. The contractor shall provide the engineer free access to the source for the purpose of obtaining samples for testing. The size and grading of the rock shall be as specified in section 13 of this specification.

Rock from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.

When specified in section 13 of this specification or when requested by the contracting officer, a gradation quality control check shall be made by the contractor and subject to inspection by the engineer. The test shall be performed at the work site in accordance to ASTM D 5519 Test Method B Size, Size-Range Grading, on a test pile of representative rock. The weight or size of the test pile shall be large enough to ensure a representative gradation of rock from the source and to provide test results within a 5 percent accuracy.

Based on a specific gravity of 2.65 (typical of limestone and dolomite), and assuming the individual rock is shaped midway between a sphere and a cube, typical size/weight relationships are:

Sieve size	Approx. weight of rock	Weight of test pile
16 inches	300 pounds	6,000 pounds
11 inches	100 pounds	2,000 pounds
6 inches	15 pounds	300 pounds

The results of the test shall be compared to the gradation required for the project. Test pile results that do not meet the construction specifications shall be cause for the rock to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last rock riprap to be placed.

Filter or bedding aggregates, when required, shall conform to Material Specification 521, Aggregates for Drainfill and Filters, unless otherwise specified.

Portland cement shall conform to the requirements of Material Specification 531 for the specified type.

Pozzolan conforming to Specification ASTM C 618, Class C or F, in amounts not to exceed 25 percent based on absolute volume, may be substituted for an equivalent amount of portland cement in the grout mixture unless otherwise specified in section 13 of this specification.

Aggregates shall conform to the requirements of Material Specification 522, Aggregates for Portland Cement Concrete, except that the grading for coarse aggregate shall be as specified in section 13 of this specification.

Water shall be clean and free from injurious amounts of oils, acid, alkali, organic matter, or other deleterious substances.

Air-entraining admixtures shall conform to the requirements of Material Specification 533, Chemical Admixtures for Concrete.

Curing compound shall conform to the requirements of Material Specification 534, Concrete Curing Compound.

Other admixtures, when required, shall be as specified in section 13 of this specification.

Geotextiles shall conform to the requirements of Material Specification 592.

3. SUBGRADE PREPARATION

The subgrade surface on which the grouted rock riprap, filter, bedding, or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material and shall conform to the requirements of the specified class of earthfill.

Rock riprap, filter, bedding, or geotextile shall not be placed until the foundation preparation is completed and the subgrade surface has been inspected and approved.

4. PLACEMENT OF ROCK RIPRAP

Method 1 Equipment-placed rock—The rock riprap shall be placed by equipment on the surface and to the depth specified. It shall be installed to the full section thickness in one operation and in such a manner as to avoid serious displacement of the underlying material. The rock for riprap shall be delivered and placed in a manner that ensures that the riprap in place shall be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.

Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

Method 2 Hand-placed rock—The rock riprap shall be placed by hand on the surface and to the depth specified. It shall be securely bedded with the larger rocks firmly in contact

one to another without bridging. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on its vertical edge except where it is installed like paving stone and the thickness of the rock equals the specified depth of the riprap section.

5. FILTER OR BEDDING

When the contract specifies filter, bedding, or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

6. DESIGN OF THE GROUT MIX

The mix proportions for the grout mix shall be as specified in the construction details in section 13 of this specification. During installation, the engineer may require adjustment of the mix proportions whenever necessary. The mix shall not be altered without the approval of the engineer.

7. HANDLING AND MEASUREMENT OF GROUT MATERIAL

Material shall be stockpiled and batched by methods that prevent segregation or contamination of aggregates and ensure accurate proportioning of the mix ingredients.

Except as otherwise provided in section 13 of this specification, cement and aggregates shall be measured as follows:

- Cement shall be measured by weight or in bags of 94 pounds each. When cement is measured in bags, no fraction of a bag shall be used unless weighed.
- Aggregates shall be measured by weight. Mix proportions shall be based on the batch weight of each aggregate saturated, surface-dry weight plus the weight of surface moisture it contains at the time of batching.
- Water shall be measured, by volume or by weight, to an accuracy within 1 percent of the total quantity of water required for the batch.
- Admixtures shall be measured within a limit of accuracy of plus or minus 3 percent.

8. MIXERS AND MIXING

The mixer, when operating at capacity, shall be capable of combining the ingredients of the grout mix into a thoroughly mixed and uniform mass and of discharging the mix with a satisfactory degree of uniformity.

The mixer shall be operated within the limits of the manufacturer's guaranteed capacity and speed of rotation.

The time of mixing after all cement and aggregates have been combined in the mixer shall be a minimum of 1 minute for mixers having a capacity of 1 cubic yard or less. For larger capacity mixers, the minimum time shall be increased 15 seconds for each cubic yard or fraction thereof of additional capacity. The batch shall be so charged into the mixer that some water will enter in advance of the cement and aggregates, with the

balance of the mixing water introduced into the mixer before a fourth of the total minimum mixing time has elapsed.

When ready-mix grout is furnished, the contractor shall furnish to the engineer at the time of delivery a ticket showing the time of loading and the quantities of material used for each load of grout mix delivered.

No mixing water in excess of the amount required by the approved job mix shall be added to the grout mix during mixing or hauling or after arrival at the delivery point.

9. CONVEYING AND PLACING

The grout mix shall be delivered to the site and placed within 1.5 hours after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to accelerated stiffening of the concrete, the time between the introduction of the cement to the aggregates and complete discharge of the grout batch shall be a maximum of 45 minutes. The engineer may allow a longer time provided the setting time of the grout is increased a corresponding amount by the addition of an approved set-retarding admixture. In any case concrete shall be conveyed from the mixer to the final placement as rapidly as practicable by methods that prevent segregation of the aggregates, loss of mortar, displacement of the rock riprap, or a combination of these.

Grout mix shall not be allowed to free fall more than 5 feet unless suitable equipment is used to prevent segregation.

The grout mix shall not be placed until the rock riprap has been inspected and approved by the engineer for the placement of grout.

Rock to be grouted shall be kept moist for a minimum of 2 hours before grouting.

The rock riprap shall be flushed with water before placing the grout to remove the fines from the rock surfaces. The rock shall be kept moist before the grouting and without placing in standing or flowing water. Grout placed on inverts or other nearly level areas may be placed in one operation. On slopes, the grout shall be placed in two nearly equal applications consisting of successive lateral strips about 10 feet in width starting at the toe of the slope and progressing upward. The grout shall be delivered to the place of final deposit by approved methods and discharged directly on the surface of the rock. A metal or wood splash plate is used to prevent displacement of the rock directly under the grout discharge. The flow of grout shall be directed with brooms, spades, or baffles to prevent grout from flowing excessively along the same path and to assure that all intermittent spaces are filled. Sufficient barring shall be conducted to loosen tight pockets of rock and otherwise aid in the penetration of grout to ensure the grout fully penetrates the total thickness of the rock blanket. All brooming on slopes shall be uphill. After the grout has stiffened, the entire surface shall be rebroomed to eliminate runs and to fill voids caused by sloughing. The surface finish, following the completion of grout installation, shall consist of one-third of the rock extended above the level of grout. The exposed rock will not have a plastered appearance.

After completion of any strip or panel, no individual(s) or equipment shall be permitted on the grouted surface for 24 hours. The grouted surface shall be protected from injurious

action by the sun, rain, flowing water, mechanical injury, or other potential damaging activity.

10. CURING AND PROTECTION

The completed finished surface shall be prevented from drying for a minimum curing period of 7 days following placement. Exposed surfaces shall be maintained in a moist condition continuously for the 7-day curing period or until curing compound has been applied as specified in this section. Moisture shall be maintained by sprinkling, flooding, or fog spraying or by covering with continuously moistened canvas, cloth mats, straw, sand, or other approved material. Water or moist covering shall be used to protect the grout during the curing process without causing damage to the grout surface by erosion or other mechanisms that may cause physical damage.

The grouted rock may be coated with an approved curing compound as an alternative method to maintaining a continuous moisture condition during the curing period. The compound shall be sprayed on the moist grout surface as soon as free water has disappeared and all surface finishing has been completed. The compound shall be applied at a minimum uniform rate of 1 gallon per 175 square feet of surface and shall form a continuous adherent membrane over the entire surface. Curing compound shall not be applied to surfaces requiring bond to subsequently placed grout and/or concrete. If the membrane is damaged during the curing period, the damaged area shall be resprayed at the rate of application specified for the original treatment.

Grout mix shall not be placed when the daily minimum temperature is less than 40 degrees Fahrenheit unless facilities are provided to ensure that the temperature of the material is maintained at a minimum temperature of 50 degrees Fahrenheit and not more than 90 degrees Fahrenheit during placement and the curing period. Grout mix shall not be placed on a frozen surface. When freezing conditions prevail, rock to be grouted must be covered and heated to within a range of 50 to 90 degrees Fahrenheit for a minimum of 24 hours before placing grouting material.

11. INSPECTING AND TESTING FRESH GROUT

The grout material shall be checked and tested throughout the grouting operation. Sampling of fresh grout shall be conducted in conformance with ASTM C 172. The volume of each batch will be determined by methods prescribed in ASTM C 138.

The engineer shall have free access to all parts of the contractor's plant and equipment used for mixing and placing grout during the period of the contract. Proper facilities shall be provided for the engineer to sample material and view processes implemented in the mixing and placing of grout as well as for securing grout test samples. All tests and inspections shall be conducted so that only a minimum of interference to the contractor's operation occurs.

For ready-mixed grout, the contractor shall furnish to the engineer a statement-of-delivery ticket for each batch delivered to the site. The ticket shall provide as a minimum: weight in pounds of cement, aggregates (fine and coarse), water; weight in ounces of air-entraining agent; time of loading; and the revolution counter reading at the time batching was started.

12. MEASUREMENT AND PAYMENT

Method 1—For items of work for which specific unit prices are established in the contract, the volume of grouted rock riprap, including filter layers or bedding, is determined to the nearest cubic yard from the specified thickness shown on the drawings and the area on which acceptable placement has been installed. Payment for grouted rock riprap is made at the contract unit price. Such payment is considered full compensation for all labor, material, equipment, and all other items necessary and incidental to the completion of the grouted rock riprap, filter layers and bedding, and geotextile material.

Method 2—For items of work for which specific unit prices are established in the contract, the volume of riprap and the volume of filter layers or bedding is determined to the nearest cubic yard from the specified thickness shown on the drawings and the area in which acceptable placement has been installed. The volume of grout is determined from the calculated batch volume and the number of mixed batches delivered to the site and placed in accordance with the specification. The area of geotextile is determined to the nearest square yard from measurements of geotextile material installed according to the contract requirements. Payment is made at the contract unit price for each type of rock riprap, filter or bedding, concrete grout, and geotextile. Such payment is considered full compensation for all labor, material, equipment, and all other items necessary and incidental to the completion of the work.

Method 3—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest 0.1 ton by actual weight. The quantity of each type of filter or bedding aggregate delivered and placed within the specified limits is computed to the nearest 0.1 ton. For each load of rock riprap placed as specified, the contractor shall furnish to the engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton. For each load of filter or bedding aggregate, the contractor shall furnish to the engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton. The volume of grout is determined from the calculated batch volume and the number of mixed batches delivered to the site and placed in accordance with the specifications and drawings. The area of geotextile is determined to the nearest square yard from measurements of geotextile material installed according to the contract requirements. Payment is made at the contract unit price for each type of rock riprap, filter or bedding, concrete grout, and geotextile. Such payment is considered full compensation for all labor, material, equipment, and all other items necessary and incidental to the completion of the work.

All methods—The following provision applies to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 13 of this specification.

CONSTRUCTION SPECIFICATION CS 61, ROCK RIPRAP

1. SCOPE

The work shall consist of the construction of rock riprap revetments and blankets, including filter or bedding where specified.

2. MATERIAL

Rock riprap shall conform to the requirements of Material Specification 523, Rock for Riprap, or if so specified, shall be obtained from designated sources. It shall be free from dirt, clay, sand, rock fines, and other material not meeting the required gradation limits.

At least 30 days before rock is delivered from other than designated sources, the contractor shall designate in writing the source from which rock material will be obtained and provide information satisfactory to the contracting officer that the material meets contract requirements. The contractor shall provide the contracting officer's technical representative (COTR) free access to the source for the purpose of obtaining samples for testing. The size and grading of the rock shall be as specified in section 8.

Rock from approved sources shall be excavated, selected, and processed to meet the specified quality and grading requirements at the time the rock is installed.

Based on a specific gravity of 2.65 (typical of limestone and dolomite) and assuming the individual rock is shaped midway between a sphere and a cube, typical size/weight relationships are:

Sieve size of rock	Approx. weight of rock	Weight of test pile
16 inches	300 pounds	6,000 pounds
11 inches	100 pounds	2,000 pounds
6 inches	15 pounds	300 pounds

When specified in Section 8 or when it is necessary to verify the gradation of the rock riprap, a particle size analysis shall be performed in accordance with ASTM D5519, Test Method A or B. The analysis shall be performed at the work site on a test pile of representative rock. The mass of the test pile shall be at least 20 times the mass of the largest rock in the pile. The results of the test shall be compared to the gradation required for the project. Test pile results that do not meet the construction specifications shall be cause for the rock to be rejected. The test pile that meets contract requirements shall be left on the job site as a sample for visual comparison. The test pile shall be used as part of the last rock riprap to be placed.

Filter or bedding aggregates when required shall conform to Material Specification 521, Aggregates for Drainfill and Filters, unless otherwise specified. Geotextiles shall conform to Material Specification 592, Geotextile.

3. SUBGRADE PREPARATION

The subgrade surface on which the rock riprap, filter, bedding, or geotextile is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved material and shall conform to the requirements of the specified class of earthfill.

Rock riprap, filter, bedding, or geotextile shall not be placed until the foundation preparation is completed and the subgrade surface has been inspected and approved.

4. EQUIPMENT-PLACED ROCK RIPRAP

The rock riprap shall be placed by equipment on the surface and to the depth specified. It shall be installed to the full course thickness in one operation and in such a manner as to avoid serious displacement of the underlying material. The rock for riprap shall be delivered and placed in a manner that ensures the riprap in place is reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between the larger rocks. Some hand placing may be required to provide a neat and uniform surface.

Rock riprap shall be placed in a manner to prevent damage to structures. Hand placing is required as necessary to prevent damage to any new and existing structures.

5. HAND PLACED ROCK RIPRAP

The rock riprap shall be placed by hand on the surface and to the depth specified. It shall be securely bedded with the larger rocks firmly in contact one to another without bridging. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on its vertical edge except where it is laid like paving stone and the thickness of the rock equals the specified depth of the riprap course.

6. FILTER OR BEDDING

When the contract specifies filter, bedding, or geotextile beneath the rock riprap, the designated material shall be placed on the prepared subgrade surface as specified. Compaction of filter or bedding aggregate is not required, but the surface of such material shall be finished reasonably smooth and free of mounds, dips, or windrows.

7. MEASUREMENT AND PAYMENT

Method 1—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. The volume of each type of filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas. For each load of rock riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

Method 2—For items of work for which specific unit prices are established in the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest 0.1 ton by actual weight. The quantity of each type of filter or bedding aggregate delivered and placed within the specified limits is computed to the nearest 0.1 ton. For each load of rock riprap placed as specified, the contractor shall furnish to the engineer a statement-of-delivery ticket showing the weight to the nearest 0.1 ton. For each load of filter or bedding aggregate, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

Method 3—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap and filter or bedding aggregate is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, filter, or bedding. Such payment is considered full compensation for completion of the work.

Method 4—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap, including filter and bedding aggregate, is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, including filter and bedding. Such payment is considered full compensation for completion of the work.

Method 5—For items of work for which specific unit prices are established by the contract, the quantity of each type of rock riprap placed within the specified limits is computed to the nearest ton by actual weight. For each load of rock for riprap placed as specified, the contractor shall furnish to the COTR a statement-of-delivery ticket showing the weight to the nearest 0.1 ton.

Payment is made at the contract unit price for each type of rock riprap, and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

Method 6—For items of work for which specific unit prices are established by the contract, the volume of each type of rock riprap is measured within the specified limits and computed to the nearest cubic yard by the method of average cross-sectional end areas.

Payment is made at the contract unit price for each type of rock riprap, and includes compensation for any aggregate or geotextile installed as specified for filter or bedding. Such payment is considered full compensation for completion of the work.

All methods—The following provision applies to all methods of measurement and payment. Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Such items and the items to which they are made subsidiary are identified in section 8.

No separate payment is made for testing the gradation of the test pile. Compensation for testing is included in the appropriate bid item for riprap.

MATERIAL SPECIFICATION MS-592, GEOTEXTILE

1. SCOPE

This specification covers the quality of geotextile, including geotextile for temporary silt fence.

2. GENERAL REQUIREMENTS

Fibers (threads and yarns) used in the manufacture of geotextile shall consist of synthetic polymers composed of a minimum of 85 percent by weight polypropylenes, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. They shall be formed into a stable network of filaments or yarns retaining dimensional stability relative to each other. The geotextile shall be free of defects, such as holes, tears, and abrasions. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers, inhibitors, or both to enhance resistance to ultraviolet light. Geotextile other than for temporary silt fence shall conform to the requirements in tables 592–1 or 592–2, as applicable. Geotextile for temporary silt fence shall conform to the requirements in table 592–3.

Thread used for factory or field sewing shall be of contrasting color to the fabric and made of high strength polypropylene, polyester, or polyamide thread. Thread shall be as resistant to ultraviolet light as the geotextile being sewn.

3. CLASSIFICATION

Geotextiles shall be classified based on the method used to place the threads or yarns forming the fabric. The geotextiles will be grouped into woven and nonwoven types. Geotextile for temporary silt fence may be either woven or nonwoven. Slit film woven geotextile may not be used except for temporary silt fence.

Woven—Fabrics formed by the uniform and regular interweaving of the threads or yarns in two directions. Woven fabrics shall be manufactured from monofilament yarn formed into a uniform pattern with distinct and measurable openings, retaining their position relative to each other. The edges of fabric shall be selvaged or otherwise finished to prevent the outer yarn from unraveling.

Nonwoven—Fabrics formed by a random placement of threads in a mat and bonded by needle punching, heatbonding, or resin-bonding. Nonwoven fabrics shall be manufactured from individual fibers formed into a random pattern with distinct, but variable small openings, retaining their position relative to each other when bonded by needle punching, heat-, or resin-bonding. The use of

heator resin-bonded nonwovens is restricted as specified in note 2 of table 592–2.

4. SAMPLING AND TESTING

The geotextile shall meet the specified requirements (tables 592–1, 592–2, or 592-3, as applicable) for the product type shown on the label. Product properties as listed in the latest edition of the "Specifiers Guide," Geosynthetics, (Industrial Fabrics Association International, 1801 County Road B, West Roseville, MN 55113-4061 or at <http://www.geosindex.com>) and that represent minimum average roll values, are acceptable documentation that the product style meets the requirements of these specifications. For products that do not appear in the above directory or do not have minimum average roll values listed, typical test data from the identified production run of the geotextile will be required for each of the specified tests (see table 592–1, 592–2, or 592-3, as applicable) as covered under clause AGAR 452.236-76.

5. SHIPPING AND STORAGE

The geotextile shall be shipped/transported in rolls wrapped with a cover for protection from moisture, dust, dirt, debris, and ultraviolet light. The cover shall be maintained undisturbed to the maximum extent possible before placement.

Each roll of geotextile shall be labeled or tagged to clearly identify the brand, class, and the individual production run in accordance with ASTM D 4873.

Table 592–1 Requirements for woven geotextiles^{1/}

Property	Test method	Units	Class I	Class II & III	Class IV
Grab Tensile strength	ASTM D 4632	Pounds	247 min.	180 min.	315 min.
Elongation at failure	ASTM D 4632	Percent	<50	<50	<50
Trapezoidal Tear Strength	ASTM D 4533	pounds	90 min.	67 min.	112 min.
Puncture Strength	ASTM D 6241	Pounds	495 min.	371 min.	618 min.
Ultraviolet Stability (retained strength)	ASTM D 4355	Percent	50 min.	50 min.	50 min.
Permittivity	ASTM D 4491	Sec ⁻¹	As specified	As specified	As specified
Apparent opening size (AOS) ^{2/}	ASTM D 4751	mm	As specified	As specified	As specified
Percent open area (POA)	USACE CWO-02215	Percent	As specified	As specified	As specified

1/ Minimum average roll value (weakest principal direction).

2/ U.S. standard sieve size.

Note: CWO is a USACE reference.

Table 592–2 Requirements for nonwoven geotextiles 1/

Property	Test method	Units	Class I	Class II ^{2/}	Class III ^{2/}	Class IV ^{2/}
Grab Tensile Strength	ASTM D 4632	Pounds	202 min.	157 min.	112 min.	202 min.
Elongation at Failure	ASTM D 4632	Percent	50 min.	50 min.	50 min.	50 min.
Trapezoidal Tear Strength	ASTM D 4533	Pounds	79 min.	56 min.	40 min.	79 min.
Puncture Strength	ASTM D 6241	Pounds	433 min.	309 min.	223 min.	433 min.
Ultraviolet Stability (retained strength)	ASTM D 4355	Percent	50 min.	50 min.	50 min.	50 min.
Permittivity	ASTM D 4491	sec ⁻¹	0.70 min. or as Specified	0.70 min. or as Specified	0.70 min. or as Specified	0.70 min. or as Specified
Apparent opening size (AOS) ^{3/}	ASTM D 4751	mm	0.22 max or as specified	0.22 max or as specified	0.22 max or as specified	0.22 max or as specified

1/ All values are minimum average roll values (MARV) in the weakest principal direction, unless otherwise noted.

2/ Needle punched geotextiles may be used for all classes. Heat-bonded or resin-bonded geotextiles may be used for classes III and IV only. They are particularly well suited to class IV.

3/ Maximum average roll value.

Table 592–3 Requirements for Temporary Silt Fence 1/

Property	Test method	Units	Requirements, Supported Silt Fence 2/	Requirements, Unsupported Silt Fence 2/	
				Woven Geotextile (Elongation <50% 3/)	Nonwoven Geotextile (Elongation \geq 50% 3/)
Maximum Post Spacing		ft	4	6.5	4
Grab Tensile Strength	ASTM D 4632	Pounds	.		
Machine Direction			90	124	
X-Machine Direction			90	1001	
Permittivity	ASTM D 4491	sec ⁻¹	0.05	0.05	
Apparent opening size (AOS) 4/	ASTM D 4751	mm	0.60	0.60	
Ultraviolet Stability (retained strength)	ASTM D 4355	Percent	70 after 500 hours of exposure	70 after 500 hours of exposure	

1/ All values are minimum average roll values (MARV) in the weakest principal direction, unless otherwise noted.

2/ Silt fence support shall consist of 14-gage steel wire with a mesh spacing of 6 inches each way or prefabricated polymeric mesh of equivalent strength.

3/ As measured in accordance with ASTM D 4632.

4/ Maximum average roll value.

MATERIAL SPECIFICATION MS-547, PLASTIC PIPE

1. SCOPE

This specification covers the quality of Poly Vinyl Chloride (PVC), Polyethylene (PE), High Density Polyethylene (HDPE), and Acrylonitrile-Butadiene-Styrene (ABS) plastic pipe, fittings, and joint materials.

2. MATERIAL

Pipe—The pipe shall be as uniform as commercially practicable in color, opaqueness, density, and other specified physical properties. It shall be free from visible cracks, holes, foreign inclusions, or other defects. The dimensions of the pipe shall be measured as prescribed in ASTM D 2122.

Unless otherwise specified, the pipe shall conform to the requirements listed in this specification and the applicable reference specifications in table 547–2, the requirements specified in Construction Specification 45, Plastic Pipe, and the requirements shown on the drawings.

Fittings and joints—Fittings and joints shall be of a schedule, SDR or DR, pressure class, external load carrying capacity, or pipe stiffness that equals or exceeds that of the plastic pipe. The dimensions of fittings and joints shall be compatible with the pipe and measured in accordance with ASTM D 2122. Joint and fitting material shall be compatible with the pipe material. The joints and fittings shall be as uniform as commercially practicable in color, opaqueness, density, and other specified physical properties. It shall be free from visible cracks, holes, foreign inclusions, or other defects.

Fittings and joints shall conform to the requirements listed in this specification, the requirements of the applicable specification referenced in the ASTM or AWWA specification for the pipe, the requirements specified in Construction Specification 45, and the requirements shown on the drawings.

Solvents—Solvents for solvent welded pipe joints shall be compatible with the plastic pipe used and shall conform to the requirements of the applicable specification referenced in the ASTM or AWWA specification for the pipe, fitting, or joint.

Gaskets—Rubber gaskets for pipe joints shall conform to the requirements of ASTM F 477, Elastomeric Seals (Gaskets) for Jointing Plastic Pipe.

3. PERFORATIONS

When perforated pipe is specified, perforations shall conform to the following requirements unless otherwise specified in Construction Specification 45 or shown on the drawings:

- a. Perforations shall be either circular or slots.
- b. Circular perforations shall be $1/4 \pm 1/16$ -inch diameter holes arranged in rows parallel to the axis of the pipe. Perforations shall be evenly spaced along each row such that the center-to-center distance between perforations is not less than eight times the perforation diameter. Perforations may appear at the ends of short and random lengths. The minimum perforation opening per foot of pipe shall be as shown in table 547-1.

Table 547-1 Perforations

Nominal pipe size(in)	Minimum number of rows		Minimum opening/foot (in ²)
	circular	slot	
4	2	2	0.22
6	4	2	0.44
8	4	2	0.44
10	4	2	0.44
12	6	2	0.66

Rows shall be arranged in two equal groups at equal distance from the bottom on each side of the vertical centerline of the pipe. The lowermost rows of perforations shall be separated by an arc of not less than 60 degrees or more than 125 degrees. The uppermost rows of perforations shall be separated by an arc not to exceed 166 degrees. The spacing of rows between these limits shall be uniform. The minimum number of rows shall be as shown in table 547-1.

- c. Slot perforations shall be symmetrically located in two rows, one on each side of the pipe centerline. Slot perforations shall be located within the lower quadrants of the pipe with slots no wider than 1/8 inch and spaced not to exceed 11 times the perforation width. Minimum perforation opening per lineal foot of pipe shall be as shown in table 547–1.
- d. On both the inside and outside of the pipe, perforations shall be free of cuttings or frayed edges and of any material that would reduce the effective opening.

Table 547–2 Pipe specification

Pipe	Specification
Poly vinyl chloride (PVC) pipe	
Plastic pipe - Schedules 40, 80, 120	ASTM D 1785 ASTM D 2466
Pressure rated pipe - SDR Series	AWWA C 900 ASTM D 2241
Plastic drain, waste, and vent pipe and fittings	ASTM D 2665
Joints for IPS PVC pipe using solvent weld cement	ASTM D 2672
Composite sewer pipe	ASTM D 2680
Type PSM PVC sewer pipe and fittings	ASTM D 3034
Large-diameter gravity sewer pipe and fittings	ASTM F 679
Smooth-Wall Underdrain Systems for Highway Airport, and Similar Drainage	ASTM F 758
Profile gravity sewer pipe and fittings based on controlled inside diameter	ASTM F 794
Corrugated sewer pipe with a smooth interior and fittings	ASTM F 949
Pressure pipe, 4-inch through 12-inch for water distribution	AWWA C 900
Water transmission pipe, nominal diameters 14-inch through 36-inch	AWWA C 905

 Polyethylene (PE) plastic pipe

Schedule 40	ASTM D 2104
12 to 60-inch annular corrugated profile-wall polyethylene (PE) pipe and fittings	ASTM F 2306
SIDR-PR based on controlled inside diameter	ASTM D 2239
Schedules 40 and 80 Based on outside diameter	ASTM D 2447
SDR-PR based on controlled outside diameter	ASTM D 3035

High density polyethylene (HDPE) plastic pipe

Plastic pipe and fittings	ASTM D 3350
SDR-PR based on controlled outside diameter	ASTM F 714
Heat joining polyolefin pipe and fittings	ASTM D 2657

Acrylonitrile-butadiene-styrene (ABS) pipe

Plastic pipe, schedules 40 and 80	ASTM D 1527
Composite sewer pipe	ASTM D 2680

MATERIAL SPECIFICATION MS 523, ROCK FOR RIPRAP

1. SCOPE

This specification covers the quality of rock to be used in the construction of rock riprap.

2. QUALITY

Individual rock fragments shall be dense, sound, and free from cracks, seams, and other defects conducive to accelerated weathering. Except as otherwise specified, the rock fragments shall be angular to subrounded. The least dimension of an individual rock fragment shall be not less than one-third the greatest dimension of the fragment. ASTM D4992 provides guidance on selecting rock from a source.

Except as otherwise provided, the rock shall be tested and shall have the following properties:

Rock type 1

- ***Bulk specific gravity (saturated surface- dry basis)***—Not less than 2.5 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- ***Absorption***—Not more than 2 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- ***Soundness***—The weight loss in 5 cycles shall not be more than 10 percent when sodium sulfate is used or more than 15 percent when magnesium sulfate is used.

Rock type 2

- ***Bulk specific gravity (saturated surface- dry basis)***—Not less than 2.5 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- ***Absorption***—Not more than 2 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- ***Soundness***—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

Rock type 3

- ***Bulk specific gravity (saturated surface- dry basis)***—Not less than 2.3 when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.

- **Absorption**—Not more than 4 percent when tested in accordance with ASTM D6473 on samples prepared as described for soundness testing.
- **Soundness**—The weight loss in 5 cycles shall be not more than 20 percent when sodium sulfate is used or more than 25 percent when magnesium sulfate is used.

3. METHODS OF SOUNDNESS TESTING

Rock cube soundness—The sodium or magnesium sulfate soundness test for all rock types (1, 2, or 3) shall be performed on a test sample of $5,000 \pm 300$ grams of rock fragments, reasonably uniform in size and cubical in shape, and weighing, after sampling, about 100 grams each. They shall be obtained from rock samples that are representative of the total rock mass, as noted in ASTM D4992, and that have been sawed into slabs as described in ASTM D5121. The samples shall further be reduced in size by sawing the slabs into cubical blocks. The thickness of the slabs and the size of the sawed fragments shall be determined by the size of the available test apparatus and as necessary to provide, after sawing, the approximate 100-gram samples. The cubes shall undergo five cycles of soundness testing in accordance with ASTM D1512.

Internal defects may cause some of the cubes to break during the sawing process or during the initial soaking period. Do not test any of the cubes that break during this preparatory process. Such breakage, including an approximation of the percentage of cubes that break, shall be noted in the test report.

After the sample has been dried following completion of the final test cycle and washed to remove the sodium sulfate or magnesium sulfate, the loss of weight shall be determined by subtracting from the original weight of the sample the final weight of all fragments that have not broken into three or more fragments.

The test report shall show the percentage loss of the weight and the results of the qualitative examination.

Rock slab soundness—When specified, the rock shall also be tested in accordance with ASTM D5240. Deterioration of more than 25 percent of the number of blocks shall be cause for rejection of rock from this source. Rock shall also meet the requirements for average percent weight loss stated below.

- For projects located north of the Number 20 Freeze-Thaw Severity Index Isoline (fig. 523–1). Unless otherwise specified, the average percent weight loss for Rock Type 1 shall not exceed 20 percent when sodium sulfate is used or 25 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss shall not exceed 25 percent for sodium sulfate soundness or 30 percent for magnesium sulfate soundness.
- For projects located south of the Number 20 Freeze-Thaw Severity Index Isoline, unless otherwise specified, the average percent weight loss for

Rock Type 1 shall not exceed 30 percent when sodium sulfate is used or 38 percent when magnesium sulfate is used. For Rock Types 2 and 3, the average percent weight loss shall not exceed 38 percent for sodium sulfate soundness or 45 percent for magnesium sulfate soundness.

4. FIELD DURABILITY INSPECTION

Rock that fails to meet the material requirements stated above (if specified), may be accepted only if similar rock from the same source has been demonstrated to be sound after 5 years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the rock to be installed under this specification.

A rock source may be rejected if the rock from that source deteriorates in 3 to 5 years under similar use and exposure conditions expected for the rock to be installed under this specification, even though it meets the testing requirements stated above.

Deterioration is defined as the loss of more than one-quarter of the original rock volume, or severe cracking that would cause a block to split. Measurements of deterioration are taken from linear or surface area particle counts to determine the percentage of deteriorated blocks. Deterioration of more than 25 percent of the pieces shall be cause for rejection of rock from the source.

5. GRADING

The rock shall conform to the specified grading limits after it has been placed within the matrix of the rock riprap. Grading tests shall be performed, as necessary, according to ASTM D5519, Method A, B, or C, as applicable.

Figure 523–1 Number 20 freeze-thaw severity index isoline (map approximates the map in ASTM D5312)



OPERATION AND MAINTENANCE OM-UT-578, STREAM CROSSING

OPERATION AND MAINTENANCE ITEMS

A properly operated and maintained stream crossing is an asset to your farm or ranch. The estimated life span of this installation is 10 years. The life of this installation can be assured and usually increased by developing and carrying out a good operation and maintenance program.

Failure to operate and maintain this system could result in actions to reclaim cost share and/or loss of any future financial or technical assistance.

Inspections and maintenance are required to achieve the intended function, benefits, and life of the practice. The Sponsor /operator is responsible to establish and implement an inspection and maintenance program. Items to inspect and maintain during the design life of the practice include, but are not limited to, the following:

- Inspect after significant storm events, such as those that exceed bankfull capacity, and at least annually to identify repair and maintenance needs.
- Inspect after ice flows.
- Remove any accumulation of organic material, woody material, or excess sediment.
- Repair or replace damaged or broken fencing before resuming access to the crossing.
- Remove debris collected in the fencing.
- Reseed areas where vegetation has been damaged or destroyed. For areas where access is normally allowed, reseed before resuming access.
- Repair and reseed any areas of erosion in the approaches, along the ramps, or other areas adjacent to the stream crossing. For eroded areas where access is normally allowed, repair and reseed before resuming access.
- Replace coarse aggregate displaced from the ramp surface before resuming access.
- Check areas where unusual settlement has occurred. Determine cause of settlement and fill or otherwise repair, as appropriate.
- Use the stream crossing only for the livestock, vehicles and/or machinery for which the stream crossing was designed.

- Keep machinery away from steep side slopes. Keep equipment operators informed of all potential hazards.
- Do not cross the stream during high flow events that jeopardize the safety of the livestock, vehicles and/or machinery normally using the crossing.
- Follow your grazing plan, where appropriate when the stream crossing is intended for livestock.

OPERATION AND MAINTENANCE OM-UT-580, STREAMBANK AND SHORELINE PROTECTION

OPERATION AND MAINTENANCE ITEMS

A properly maintained streambank and shoreline is an asset to your property. This practice was designed and installed to provide streambank and shoreline erosion protection. The estimated life span for this installation is at least 20 years. Life of this installation can be assured and usually increased by developing and carrying out a good operation and maintenance program.

Failure to operate and maintain this system could result in actions to reclaim cost share and/or loss of any future financial or technical assistance.

This practice will require performance of periodic maintenance and may also require operational items to maintain satisfactory performance. A good operation and maintenance program includes:

- Check all rock riprap or vegetated sections and other structural sections for accelerated weathering and displacement. Replace to original grades if necessary.
- Maintain vigorous growth of vegetation. This includes reseeding, replanting, fertilization, weeding by hand, and application of herbicides when necessary. Periodic mowing may also be needed to control height.
- All settlement or cracks in the soil should be investigated to determine the cause and immediately repaired.
- If fences are installed, they shall be maintained to prevent unauthorized or livestock entry.
- Remove debris that may accumulate at this section, and immediately upstream or downstream from this installation.
- Repair any erosion or damage that occur immediately upstream and downstream of treated areas.
- Control livestock access on unfenced areas.
- Eradicate or otherwise remove all rodents or burrowing animals. Immediately repair any damage caused by their activity.
- Immediately repair any vandalism, vehicular, or livestock damage.

- Other items specific to your project are listed in the "Special operation and maintenance requirements" section.

OPERATION AND MAINTENANCE

OM-UT-587, STRUCTURE FOR WATER CONTROL

OPERATION AND MAINTENANCE ITEMS

A properly operated and maintained structure for water control is an asset to the farm. The structure was designed and installed to control water stage, discharge, distribution, delivery, or direction of flow. Estimated life span of this installation is at least 20 years. The life of the structure can be assured and usually increased by developing and carrying out a good operation and maintenance program.

Failure to operate and maintain this system could result in actions to reclaim cost share and/or loss of any future financial or technical assistance.

This practice will require periodic maintenance and may also require operational items to maintain satisfactory performance. A good operation and maintenance program includes:

- Maintain the width, height, and side slopes of soil berms.
- Maintain safety equipment at structure, including, fences, covers, lids, ladders, alarms, etc.
- Drain all structures when not being used. Remove accumulated soil, debris, and any blockage that restricts capacity.
- Repair any cracks or breaks. If settlement is present, investigate the cause and design repairs accordingly.
- Avoid the use of tillage equipment that accelerates soil removal. If livestock are present, prevent access to components subject to damage by livestock.
- Maintain pipe connections, repair grout, seals, or other items.
- Maintain inlets and outlets to avoid erosion that can undermine the stability of the structure.
- Eradicate or otherwise remove all rodents or burrowing animals and repair any damage caused by their activity.
- Check concrete surfaces for accelerated weathering, spalling, settlement, alignment or cracks. Repair immediately, as reinforcement steel can be exposed and reduce the life of the structure. Repair any vandalism, vehicular, or livestock damage.

CAUTION: If your structure qualifies as a confined space (a sump, dry well or deep structure with limited ventilation) then operation and maintenance activities should be performed with safety in mind. Be cautious of entering a confined space where gases may have settled or collected. OSHA requirements state that prior to anyone entering a confined space that proper preparation for safe entry and emergency extraction is required. Proper preparation may include, but is not limited to:

- (i) Partner supervision.
- (ii) Life lines – 100 feet of ½ inch nylon rope of 5,400 lbs breaking strength.
- (iii) Block and tackle.
- (iv) Safety belts with lanyard.
- (v) Emergency escape unit with 5 minute oxygen packs.
- (vi) Non-explosive type lantern (6 volt).
- (vii) Combustible gas/oxygen detector. A portable combustible gas and oxygen detector is recommended.
- (viii) US Coast Guard approved life jacket or belt in water filled areas

It is suggested that permanent features be added and maintained for structures that may be entered without authorization, such as fencing, covers, locking devices, warning signs, and/or other high visibility measures.

BIDDER GENERAL INFORMATION FORM

Instructions *The Bidder shall furnish the following information and all required attachments. Failure to comply with this requirement will render the bid incomplete and may cause its rejection. Additional sheets may be attached as needed.*

Information For the purposes of this form, “Contractor” means the “Bidder”.

1. Contractor’s name: _____
2. Contractor's mailing address: _____

3. Contractor's street address: _____

4. Contractor's telephone number: () _____
5. Contractor's Utah State license:
License No.: _____
Primary Classification: _____
Supplemental Classification held (if any): _____
Bid Limit: \$ _____
6. Number of years as a contractor in construction work of this type:
In Utah: _____
Other States: _____ List other states and dates: _____

7. If the Contractor is a corporation, partnership, limited liability company, or limited partnership, list the names and titles of all corporate officers, partners (general only in a limited partnership), or managing partner:

8. Name and title of person who inspected site of proposed work for the Contractor:

Name: _____

Title: _____

Date of Inspection: _____, 2024

9. Name, address, and telephone number of the surety company who will provide the performance and payment bonds if Contractor is awarded the project contract:

Surety Company: _____

Mailing Address: _____

Contact person: _____

Telephone: () _____

10. The following documents or information must be completed and attached to this form:

- a. Experience resume on the persons who will be the project manager and construction superintendent
- b. Notarized and verified financial statement of the Contractor
- c. List of references
- d. List of subcontractors whom the Contractor intends to use (*Attachment A*).
- e. List of equipment and material sources intended to be used (*Attachment B*).
- f. Other information sufficiently comprehensive to permit an adequate and reasonable appraisal of the Contractor's current financial condition and professional capability and capacity to perform the project contract.

Contract Document No.: 4

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

Item 13.

Date: _____, 2024

By: _____

Title: _____

BID SCHEDULE

County requires Contractor to submit the following installed unit costs, which include Contractor overhead and profit. Should the need arise to add or delete items during construction, the unit cost must be valid for either adding or deleting.

No.	Item Description	Tons of material per structure	Unit	Unit Price	Amount
1	Mobilization			\$122,573	\$122,573
2	Care of Water		1	\$60,000	\$60,000
3	3-step Grade Control	266	3	\$59,760	\$179,280
4	4-Step Grade Control	416	1	\$93,600	\$93,600
5	Low Water Crossing (prep work, rebar, labor, concrete)		1	\$138,147	\$138,147
6	Irrigation Structure (prep work, rebar, labor, concrete)		1	\$74,550	\$74,550
7	J-Hook (50 CY of boulders, with concrete grout in between the boulders)	80	1	\$25,070	\$25,070
8	Irrigation Outlet Details	10	10	\$225	\$2,250
9	Rock Wall		812	\$155	\$125,860
10	Water and Power Crossing (Prep work, rebar, labor, concrete)		1	\$49,246	\$49,246
11	Rock and Roll 1, built to spec, (quantity in LF)		2511	\$100	\$251,100
12	Toe Rock Structure & Geo fabric		480	\$180	\$86,400
13	Willow Pole Cuttings		1375	\$10	\$13,750
	Total Bid				\$1,221,826

BID

To: San Juan County Purchasing Manager
117 South Main
PO Box #9
Monticello, Utah 84535

From: Bidder Name: _____

Bidder Address: _____

In compliance with and in response to the *Notice of Request for Proposals* issued by San Juan County, the undersigned Bidder submits this bid for the following project:

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

The Bidder proposes and agrees as follows:

1. Contract Documents.

Bidder has reviewed all of the Contract Documents, including the plans, drawings, and specifications for the Project as proposed by San Juan County and NRCS and understands the provisions and information set forth in those documents. Bidder has had sufficient opportunity to meet with representatives of San Juan County and NRCS to review those documents.

2. Compliance with Acceptance of Bid Requirements.

Bidder has complied with and accepts the terms and conditions of the *Notice of Request for Proposal*.

3. Knowledge of Circumstances and Specifications.

Bidder is familiar with and studied, or had the opportunity to become familiar with and study, and obtain necessary data with respect to the following:

- a. Site location, nature, and conditions, including subsurface and surface conditions.

- b. Apparent, actual, or potential problems, conflicts, discrepancies, or errors in the contract documents, including the plans, drawings, and specifications for the Project. Bidder has given San Juan County notice of any of the foregoing and had the opportunity to review and discuss the same with representatives of San Juan County.
- c. All applicable Federal, State, and local rules, regulations, codes, standards, and requirements reasonably necessary for the undertaking and completion of the Project and that may in any manner affect the cost, progress, performance, workmanship, quality of materials, of other aspects of the Project.

4. Bidder's Commitment.

Bidder agrees if this bid is accepted by San Juan County and upon Notification is delivered to the Bidder that Bidder will:

- a. Enter into and execute the contract documents, as proposed by San Juan County within ten (10) days of the receipt of the Notification;
- b. Submit the required *Performance Bond* and *Payment Bonds* to San Juan County within ten (10) days of the receipt of the Notification;
- c. Furnish the labor, services, materials, and equipment required for the Project in accordance with the plans, drawings, specifications, and project schedule as described in the contract documents proposed by San Juan County.
- d. Attend a preconstruction conference with the County's representatives.

5. Bid.

- a. Bidder will undertake and complete the Project for the total amount of _____ Dollars (\$_____).
- b. The attached *Bid Schedule* contains an itemized list of the constituent parts of the bid, including any applicable alternatives or addenda.
- c. Bidder will commence the Project within _____ (____) days of the receipt of the *Notice to Proceed* (Contract Document No. 12) from the County.

- d. Bidder will substantially complete the Project within _____ (___) days of the receipt of the *Notice to Proceed* (Contract Document No. 12) from the County.
- e. Bidder will accept a markup to the Bidder's cost not to exceed fifteen percent (15%) for overhead and profit for each change up to \$10,000 in cost and ten percent (10%) for overhead and profit for each change in excess of \$10,000 in cost.

6. Quantities.

Bidder acknowledges that any quantities specified in the *Bid Schedule* have been supplied by San Juan County for reference purposes only and does not relieve the Bidder from calculating the actual quantities needed.

7. Bid Documents.

Bidder has completed and attached the following documents as part of this bid:

- a. Bid Schedule (*Attachment A*)
- b. Bidder General Information (*Contract Document Form No. 6*) including the List of Subcontractors (*Attachment A*), Equipment/ Materials Source Information (*Attachment B*); and all required attachments.
- c. Qualified Subcontractor List (*If Applicable*)

Date: _____, 2024

Company Name: _____

By: _____

Title: _____

GENERAL CONDITIONS

September 17, 2024

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GENERAL CONDITIONS

September 17, 2024

ARTICLE 1. GENERAL PROVISIONS.

1.1 BASIC DEFINITIONS.

A/E (including all design professionals). “A/E” means the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the A/E's Agreement and is referred to throughout the Contract Documents as if singular in number. The term “A/E” also means the A/E's representative and its subconsultants. San Juan County has partnered with the United States Department of Agriculture’s Natural Resources Conservation Service (NRCS) for funding for the project, who has performed the engineering for this Project. A/E throughout the Contract Documents also refers to the engineering services they are performing for this project.

ADDENDA. “Addenda” means the written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

ASI. “ASI” shall mean a Supplemental Instruction issued by the A/E to the Contractor which may result in clarifications or minor changes in the Work and does not affect the contract time or the contract amount. This is in response to a Request for Clarification form or a Request for Information form.

BID. “Bid” means the offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BONDS. “Bonds” mean the performance and payment bonds and other instruments of security.

CHANGE ORDER. “Change Order” means a written instrument signed by the San Juan County and Contractor, stating their agreement for changes of the Contract as specified on the required San Juan County’s change order form.

CLAIM. “Claim” means a dispute, demand, assertion or other matter submitted by the Contractor, including a Subcontractor at any tier subject to the provisions of these General Conditions. The claimant may seek, as a matter of right, modification, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A request for Preliminary Resolution Effort (PRE) shall not be considered a “Claim.” A requested amendment, requested change order, or a Construction Work Directive (CWD) is not a PRE or Claim unless agreement cannot be reached and the procedures of these General Conditions are followed.

CONSTRUCTION WORK DIRECTIVE. A “Construction Work Directive” means a written order signed by San Juan County, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. San Juan County may by Construction Work Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions; even if it may impact the Contract Sum and Contract Time. All Construction Work Directives will be presented and issued by the Work Directive and Authorization Form.

CONTRACT. The Contract Documents form the Contract for Construction. The term “Contract”

represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the A/E and Contractor, (2) between San Juan County and a Subcontractor or (4) between any persons or entities other than San Juan County and Contractor.

CONTRACT DOCUMENTS. The term “Contract Documents” means the Contractor’s Agreement between San Juan County and Contractor (hereinafter referred to as “Contractor’s Agreement”), the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, Specifications, Construction Drawings, Addenda, other documents listed in the Contractor’s Agreement and Modifications issued after execution of the Contractor’s Agreement. The Contract Documents shall also include the bidding/proposal documents, including the Instructions to Bidders/Proposers, Notice to Contractors and the Bid/Proposal Form, to the extent not in conflict with the other above- stated Contract Documents and other documents and oral presentations as part of the Selection which are documented as an attachment to the Contract.

CONTRACT SUM. The term “Contract Sum” means the Contract Sum as stated in the Contractor’s Agreement and, including authorized and signed adjustments to this agreement (modifications), is the total amount payable by San Juan County to the Contractor for performance of the Work under the Contract Documents.

CONTRACT TIME. “Contract Time”, unless otherwise provided in the Contract Documents, means the period of time, including authorized and signed adjustments (modifications), stated in the Contract Documents for Substantial Completion of the Work.

CONTRACTOR. The Contractor is the person or entity identified as such in San Juan County’s Contractor’s Agreement and is referred to throughout the Contract Documents as if singular in number. The term “Contractor” means the Contractor or the Contractor’s authorized representative. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case, shall mean the Contractor who executes each separate San Juan County Contractor Agreement.

CONTRACTOR’S AGREEMENT.

“Contractor’s Agreement” means, unless the context requires otherwise, the agreement executed by the Contractor and San Juan County for the Project.

DAY. The term "day" or “days” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

DEFECTIVE. “Defective” is an adjective which when modifying the word “Work” refers to Work that does not conform to the Contract Documents, or does not meet the requirements of any inspection, referenced standard, code, test or approval referred to in the Contract Documents, or has been damaged.

SAN JUAN COUNTY REPRESENTATIVE.

“San Juan County Representative” means the San Juan County Administrative Staff, specifically Mack McDonald, County Administrator and/or Tammy Gallegos, Emergency Manager or person directly assigned to work with the Contractor on a regular basis. Unless the context requires otherwise, the “San Juan County Representative” is the “Owner’s Representative” and “Project Manager.” San Juan County through its Partnership with NRCS, additional representatives include those engineers assigned to this project or other designees selected to coordinate construction efforts in behalf of San Juan County.

SAN JUAN COUNTY. “San Juan County” means a body corporate and politic and legal subdivision of

the state of Utah. Unless the context requires otherwise, San Juan County is the “Sponsor” as that term is commonly referred to in the construction industry.

DRAWINGS. The “Drawings” are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, and generally include the drawings, elevations, sections, details, schedules and diagrams.

INSPECTION. The word “inspection” or its derivatives shall mean a review of the Project, including but not limited to a visual review of the Work completed to date to ascertain if the Work is in accordance with the Contract Documents, including all applicable building codes and construction standards.

MODIFICATION. A "Modification" is (1) a Change Order (2) Construction Work Directive or (3) ASI. The Contract may be amended or modified only by (1) a written amendment executed by both San Juan County and Contractor, or (2) by a Modification.

NOTICE TO PROCEED. A “Notice to Proceed” is a document prepared by San Juan County and by its terms authorizes the Contractor to commence Work on the Project. It is deemed issued upon being sent by San Juan County to the Contractor’s specified address within the bid or proposal.

PARTIAL USE. “Partial Use” means placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work. This partial use does not constitute “substantial completion”.

PRELIMINARY RESOLUTION EFFORT. “Preliminary Resolution Effort” or “PRE” means the processing of a request for preliminary resolution or any similar notice about a problem that could potentially lead to a Claim and is prior to reaching the status of a Claim.

PRODUCT DATA. “Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

PROJECT. The “Project” means the total construction of the Work performed under the Contract Documents.

PROJECT MANUAL (FOR CONSTRUCTION). The “Project Manual” is the volume assembled for the Work and may include the bidding/proposal requirements, sample forms, General or Supplementary Conditions of the Contract and Specifications.

PROPOSAL REQUEST OR “PR.” A “Proposal Request” or “PR” is a proposal request filed with the Contractor for the purposes of seeking a proposal in order to resolve an issue as part of the Change Order or Contract Modification process.

PROPOSED CHANGE ORDER. A “Proposed Change Order” (“PCO”) is an informal request by the Contractor filed with the San Juan County Representative using the Change Order Form, in an effort to commence the Contract Modification Process. It shall not be considered a “PRE” or a “Claim.” The PCO may be related to any potential, or actual delay, disruption, unforeseen condition or materials or any other matter in which the Contractor intends to seek additional monies or time.

REQUEST FOR INFORMATION or RFI. A “Request for Information” or “RFI” is a request filed by the Contractor with the A/E regarding any request for information, direction or clarification related to the Contract Documents, plans or specifications.

RESOLUTION OF THE CLAIM. “Resolution of the Claim” means the final resolution of the Claim by the Director, but does not include any administrative appeal, judicial review or judicial appeal thereafter.

RULE. “Rule,” unless the context requires otherwise, shall mean a Rule of the Utah Administrative Code.

SALES TAX and/or USE TAX. Sales Tax and/or Use Tax, unless the context requires otherwise, shall mean the sales tax and/or use tax collected or to be collected by the Utah State Tax Commission and shall include any sales and/or use tax that the Utah State Tax Commission collects on behalf of any special district, local government or political subdivision.

SAMPLES. “Samples” mean physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SHOP DRAWINGS. “Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

SPECIFICATIONS. The “Specifications” are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, installation and workmanship for the Work, and performance of related systems and services.

SUBCONTRACTOR. “Subcontractor” means the person or entity that has a direct contract with the Contractor, including any trade contractor or specialty contractor, or with another Subcontractor at any tier to provide labor or materials for the work but does not include suppliers who provide only materials, equipment or supplies to a contractor or subcontractor. Notwithstanding the foregoing, the text in which the term is used may provide for the exclusion of Subcontractors of other Subcontractors or the exclusion of suppliers. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The Term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

SUBSTANTIAL COMPLETION. “Substantial Completion” is the date certified in accordance with Article 9.2 and means the date the Work or designated portion thereof is sufficiently complete, and any lack of completion or performance does not reasonably interfere with San Juan County’s Pack Creek Community’s intended use of the Project, in accordance with the Contract Documents so that San Juan County and the Pack Creek Community for its intended watershed protection use. San Juan County’s “intended use” as used in this definition, shall include any intended use for the community or entity for which San Juan County has intended for the Project.

SUPPLEMENTARY CONDITIONS OR SUPPLEMENTARY GENERAL CONDITIONS. “Supplementary Conditions” or “Supplementary General Conditions” means the part of the Contract Documents which amends or supplements these General Conditions using the Supplementary Conditions Form.

WORK. The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations.

ARTICLE 2. SAN JUAN COUNTY.

2.1 INFORMATION AND SERVICES REQUIRED OF SAN JUAN COUNTY.

- 2.1.1 **SAN JUAN COUNTY’S REPRESENTATIVE.** San Juan County shall designate a San Juan County Representative authorized to act in the San Juan County’s behalf with respect to the Project also known as the “San Juan County Project Manager”. San Juan County Project Manager or such authorized representative shall render decisions within a reasonable time pertaining to documents submitted by the A/E and/or Contractor in order to avoid a compensable delay in the orderly and sequential progress of the Project.
- 2.1.2 **SPECIALISTS AND INSPECTORS.** San Juan County will provide specialists to perform building inspections, or other inspection services. This includes “routine” and “special” inspections unless otherwise noted. San Juan County may assign an inspector or specialist to note deviations from, or necessary adjustments to, the Contract Documents or to report deficiencies or defects in the Work. The inspector or specialist’s activities in no way relieve the Contractor of the responsibilities set forth in the Contract Documents.
- 2.1.3 **SURVEYS AND LEGAL DESCRIPTION.** If applicable, San Juan County shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall review this information, including the surveys and any provided soils tests, and compare such information with observable physical conditions and the Contract Documents.
- 2.1.4 **PROMPT INFORMATION AND SERVICES.** Upon receipt of a written request from the Contractor, San Juan County Project Manager shall furnish information or services under the San Juan County’s control with reasonable promptness to avoid delay in the orderly progress of the Work.
- 2.1.5 **COPIES OF DRAWINGS AND PROJECT MANUALS (FOR CONSTRUCTION).** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals (for construction) as are reasonably necessary for execution of the Work if appropriate. Copies of these documents may be in either physical paper form or digital copies in Portable Document Format (PDF).
- 2.1.6 **OTHER DUTIES.** The foregoing is in addition to other duties and responsibilities of San Juan County enumerated herein and especially those in respect to Article 2.2 (Construction by San Juan County or by Separate Contractors), Article 8 (Payments and Completion) and Article 10 (Insurance and Bonds).
- 2.2 **CONSTRUCTION BY SAN JUAN COUNTY OR BY SEPARATE CONTRACTORS**
- 2.2.1 **SAN JUAN COUNTY’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS.**
- (1) **IN GENERAL.** San Juan County reserves the right to perform construction or operations related to the Project with San Juan County’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.
- (2) **COORDINATION AND REVISIONS.** San Juan County shall provide for coordination of the activities of San Juan County’s own forces. and the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with San Juan County in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and agreement by San Juan County, if applicable. The construction schedules shall

then constitute the schedules to be used by the Contractor and San Juan County until subsequently revised.

2.2.2 MUTUAL RESPONSIBILITY.

- (1) **CONTRACTOR COORDINATION.** The Contractor shall afford San Juan County and a reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- (2) **REPORTING PROBLEMS TO SAN JUAN COUNTY.** If part of the Contractor's Work depends on work by San Juan County the Contractor shall, prior to proceeding with that portion of the Work, promptly report in writing to the San Juan County Project Manager apparent defects in workmanship that would render it unsuitable for proper execution. Failure of the Contractor to make said report shall constitute an acknowledgment that San Juan County's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects in workmanship not then reasonably discoverable.
- (3) **COSTS.** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party in accordance with the procedures and provisions of the Contract Documents.
- (4) **CONTRACTOR REMEDIAL WORK.** The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed Work or to property of San Juan County or separate contractors and subcontractors as provided in Article 6.

ARTICLE 3. A/E.

3.1 A/E'S ADMINISTRATION OF THE CONTRACT.

- 3.1.1 **IN GENERAL.** The A/E assists San Juan County with the administration of the Contract as described in the Contract Documents. The A/E shall have the authority to act on behalf of the San Juan County only to the extent provided in the Contract Documents or A/E's Agreement. If conflicts or disputes arise, all direction will be finalized and provided by the San Juan County Project Manager.
- 3.1.2 **SITE VISITS.**
 - (1) Site visits or inspections by the A/E, San Juan County or any San Juan County Representative shall in no way limit or affect the Contractor's responsibility to comply with all the requirements and the overall design concept of the Contract Documents as well as all applicable laws, statutes, ordinances, resolutions, codes, rules, regulations, orders and decrees.
 - (2) **WRITTEN REPORT.** The A/E shall promptly submit to San Juan County Project Manager a written report subsequent to each site visit.
- 3.1.3 **COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION.** Except as authorized by the San Juan County Project Manager or as otherwise provided in the Contract Documents, including these General Conditions, the A/E and Contractor shall communicate through the San Juan County Representative on issues regarding the timing of the Work, cost of the Work or scope of the Work. Contractor shall comply with communication policies agreed upon at any pre-construction meeting with the San Juan County Project Manager. Communications by and with the A/E subconsultants shall be through the A/E. Communications

by and with Subcontractors shall be through the Contractor. Communications by and with separate contractors shall be through San Juan County Representatives.

- 3.1.4 A/E MAY REJECT WORK, ORDER INSPECTION, and TESTS. The A/E shall have the responsibility and authority to reject Work which, based upon the A/E's knowledge or what may be reasonably inferred from the A/E's site observations and review of data, does not conform to the Contract Documents. Whenever the A/E considers it necessary or advisable for implementation of the intent of the Contract Documents, the A/E shall have the responsibility and authority to require additional inspections or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, provided, however, the A/E must obtain the San Juan County Project Manager's prior written approval of any such additional inspections or testing. However, neither this authority of the A/E nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the A/E to the Contractor, Subcontractors, their agents or employees or other persons performing portions of the Work, including separate contractors. If the Contractor disputes the rejection of any Work and the correction thereof shall involve additional cost or time, it shall be the San Juan County Project Manager's option to accept such Work whether it be conforming or nonconforming.
- 3.1.5 A/E REVIEW CONTRACTOR'S SUBMITTALS.
- (1) Contractor shall submit shop drawings, product data, and samples and other submittals required by the Contract Documents to the A/E as required by the approved submittal schedule.
 - (2) The A/E shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with the information and design concepts expressed in the Contract Documents. A/E action taken on a submittal shall not constitute a Modification of this Agreement.
 - (3) The A/E's action shall be taken no later than 15 days following A/E's receipt of the submittal, unless agreed to otherwise by Contractor and the San Juan County Project Manager, in order to avoid a delay in the Work of the Contractor or of separate contractors while allowing sufficient time in the A/E's professional judgment to permit adequate review.
 - (4) Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
 - (5) The A/E's review of the Contractor's submittals shall not relieve the Contractor of the obligations under the Contract Documents.
 - (6) The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures.
 - (7) The A/E's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- (8) The A/E will be responsible to first review each payment request prior to San Juan County Project Manager review and authorization for payment using the appropriate Draw Request Form.
- (9) When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the A/E shall be entitled to rely upon such certifications to establish that the materials systems or equipment will meet the performance criteria required by the Contract Documents.

3.2 OWNERSHIP AND USE OF A/E'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS.

All Drawings, Specifications and other documents prepared by the A/E are and shall remain the property of San Juan County, and San Juan County shall retain all common law, statutory and other reserved rights with respect thereto. Said documents were prepared and are intended for use as an integrated set for the Project which is the subject of this Contractor's Agreement. The Contractor shall not modify or use Contract Documents on any other project without the prior written consent of San Juan County and A/E. Any such non-permissive use or modification, by Contractor, the Contractor's Subcontractors at any tier or anyone for whose acts the Contractor is liable, shall be at Contractor's sole risk. Contractor shall hold harmless and indemnify San Juan County from and against any and all claims, actions, suits, costs, damages, loss, expenses and attorney fees arising out of such non-permissive use or modification by the Contractor. The Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the A/E appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the A/E. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of San Juan County's copyright or other reserved rights.

ARTICLE 4. CONTRACTOR

4.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.

- 4.1.1 REVIEWING CONTRACT DOCUMENTS, INFORMATION, REPORTING ERRORS, INCONSISTENCIES OR OMISSIONS. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by San Juan County pursuant to Article 2.1 hereinabove and shall at once report to the San Juan County Project Manager and A/E errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the San Juan County or A/E for damage resulting from errors, inconsistencies or omission in the Contract Documents, unless the Contractor recognized such error, inconsistency or omission or a Contractor of ordinary skill and expertise for the type of Work involved would have readily so recognized such error, inconsistency or omission, and the Contractor failed to report such to the San Juan County Project Manager and A/E. If the Contractor performs any construction activity without such notice to the San Juan County Project Manager and A/E and prior to the resolution of the error, inconsistency or omission, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.
- 4.1.2 FIELD CONDITIONS. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor, or information which a Contractor of ordinary skill and expertise for the type of Work involved would have known, before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the San Juan County Project

Manager and A/E at once. If the Contractor performs any construction activity without such notice to the San Juan County Project Manager and A/E and prior to the resolution of the error, inconsistency or omission, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

- 4.1.3 **PERFORM IN ACCORDANCE WITH CONTRACT DOCUMENTS AND SUBMITTALS.** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the Contract Documents
- 4.1.4 **PERFORMANCE TO PRODUCE THE COMPLETE SYSTEM AND INTENDED RESULTS.** Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from the Contract Documents as being necessary to allow the system to function within its intended use.
- 4.1.5 **INTENT AND HIERARCHY.** The Contract Documents should be read as a whole and wherever possible, the provisions should be construed in order that all provisions are operable. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one Document or provisions thereof shall be as binding as if required by all the Documents or provisions thereof. In case of an irreconcilable conflict between provisions within a Contract Document or between Contract Documents, the following priorities shall govern as listed below:
- (1) A particular Modification shall govern over all Contract Document provisions or Modifications issued prior to said particular Modification.
 - (2) Attachments to the Contractor's Agreement resulting from the Selection process including any management plan or documented interview information shall govern over addenda, the General Conditions, plans and specifications.
 - (3) A particular Addendum shall govern over all other Contract Document provisions issued prior to said particular Addendum. Subsequent Addenda shall govern over all prior Addenda.
 - (4) The Supplementary General Conditions shall govern over the General Conditions.
 - (5) These General Conditions shall govern over all other Contract Documents except for the Supplementary General Conditions, Addenda, Modifications and Attachments resulting from the selection process.
 - (6) The drawings and specifications shall not govern over any of the documents listed above.
 - (7) In case of a conflict or ambiguity within the same level of hierarchy of described documents, San Juan County reserves the right to select the most stringent requirement unless the preponderance of the contract indicates the less stringent requirement.
- 4.1.6 **DIVIDING WORK AND CONTRACTOR REPRESENTATION.** Organization of the specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Contractor represents that the Subcontractors, Sub-subcontractors, manufacturers and suppliers engaged or to be engaged by it are and will be familiar with the requirements for performance by them of their obligations.

4.1.7 PLANNING AND PRIORITY. The Contractor shall plan and schedule its work to facilitate the Project and shall maintain a work schedule to place proper priority to sequence work to complete the project timely.

4.2 SUPERVISION AND CONSTRUCTION PROCEDURES.

4.2.1 SUPERVISION AND CONTROL. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, except to the extent that the Contract Documents expressly and specifically state otherwise.

4.2.2 RESPONSIBILITY. The Contractor shall be responsible to San Juan County and San Juan County Representatives for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor or on behalf of the Contractor.

4.2.3 NOT RELIEVED OF OBLIGATIONS. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the San Juan County or its agents in the San Juan County's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor or for those that the Contractor is liable.

4.2.4 INSPECTIONS AND APPROVALS.

- (1) The Contractor is responsible for requesting inspections for various stages and portions of the Work required under the Contract Documents in a timely manner.
- (2) If any of the Work is required to be inspected or approved by the terms of the Contract Documents by any public authority, the Contractor shall timely request such inspection or approval to be performed in accordance with Article 9. Except as provided in Article 9, work shall not proceed without any required inspection and the associated Authority Having Jurisdiction (AHJ) authorization to proceed. Contractor shall promptly notify the San Juan County Project Manager if the inspector fails to appear at the site or if the inspection is a failure.

4.3 LABOR AND MATERIALS.

4.3.1 PAYMENT BY CONTRACTOR. Except to the extent it is otherwise stated in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities, supplies, consumables and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.3.2 DISCIPLINE AND COMPETENCE. The Contractor shall enforce strict discipline and good order among the Contractor's employees, its Subcontractors, agents, representatives and other persons performing under the Contract Documents. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

4.4 TAXES AND OTHER PAYMENTS TO GOVERNMENT. The Contractor shall pay sales, consumer, use, employment-related and similar taxes related to the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether

or not yet effective or merely scheduled to go into effect. The Contractor shall comply with the laws and regulations regarding the payment of Sales and/or Use Tax and any exemptions.

4.5 PERMITS, FEES, NOTICES, LABOR AND MATERIALS.

- 4.5.1 PERMITS AND FEES. Unless required in the Supplementary General Conditions or an Addendum, it will not be necessary for the Contractor to obtain or pay for local building permits, plan check fees, electrical permits, plumbing permits, connection fees, or impact fees, nor will it be necessary to pay fees for inspections pertaining thereto.
- 4.5.2 COMPLIANCE WITH PUBLIC AUTHORITIES, NOTICES. The Contractor shall comply with and give notices required by laws, ordinances, resolutions, rules, regulations and lawful orders of public authorities bearing on the performance of the Work.
- 4.5.3 CORRELATION OF CONTRACT DOCUMENTS AND ENACTMENTS. It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, resolutions, building codes, and rules and regulations. Notwithstanding this, if the Contractor observes, or if such is readily observable to a Contractor of ordinary skill and expertise for the type of Work involved, that a portion of the Contract Documents is at variance therewith, the Contractor shall promptly notify the A/E and San Juan County Project Manager in writing, and necessary changes shall be accomplished by appropriate Modification.
- 4.5.4 FAILURE TO GIVE NOTICE. If the Contractor or any Subcontractor thereof performs Work without complying with the requirements of this Article 4.5 hereinabove, the Contractor shall assume appropriate responsibility for such Work and shall bear the appropriate amount of the attributable costs.

4.6 SUPERINTENDENT. The Contractor shall employ a competent superintendent and necessary assistants or project managers who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

4.7 TIME AND CONTRACTOR'S CONSTRUCTION SCHEDULES.

4.7.1 PROGRESS AND COMPLETION.

- (1) TIME IS OF THE ESSENCE; COMPLETE WITHIN CONTRACT TIME. Time is of the essence. By executing the Contractor's Agreement, the Contractor confirms that the Contract Time is adequate to perform the Work. The Contractor shall proceed expeditiously with adequate forces to achieve Substantial Completion within the Contract Time.
- (2) NOTICE TO PROCEED AND INSURANCE. The Contractor shall not prematurely commence operations on the site or elsewhere prior to the issuance of a Notice to Proceed by San Juan County or prior to the effective date of insurance required by Article 10 to be furnished by the Contractor, whichever is the latter.

4.7.2 SCHEDULE PREPARATION. The Contractor, promptly after being awarded the Contract, shall prepare and submit for the San Juan County Project Manager and A/E's review, a reasonably detailed CPM schedule for the Work. The schedule shall indicate the order,

sequence, and interdependence of all items known to be necessary to complete the Work including construction, procurement, fabrication, and delivery of materials and equipment, submittals and approvals of samples, shop drawings, procedures, or other documents. Work items of San Juan County Project Manager, other Contractors, utilities and other third parties that may affect or be affected by the Contractor shall be included. If San Juan County is required, by the Contract Documents, to furnish any materials, equipment, or the like, to be incorporated into the Work by the Contractor, Contractor shall submit, with the first schedule submittal, a letter clearly indicating the dates that such items are required at the Project Site. The critical path should be identified, including the critical paths for interim completion dates and milestones. The CPM schedule shall be developed using Primavera, MS Project, or Suretrack unless otherwise authorized by the San Juan County Representatives. The Contractor's schedule shall be updated at least once a month and submitted with each pay request.

- 4.7.3 INITIAL CONTRACT TIME. Unless otherwise specified in the bidding documents, the initial Contract Time is the time identified in the Contractor's Agreement.
- 4.7.4 INTERIM COMPLETION DATES AND MILESTONES. The schedule must include contractually specified interim completion dates and milestones. The milestone completion dates indicated are considered essential to the satisfactory performance of this Contract and to the coordination of all Work on the Project. The milestone dates listed are not intended to be a complete listing of all Work under this Contract or of interfaces with other Project Contractors.
- 4.7.5 SCHEDULE CONTENT REQUIREMENTS. The schedule shall indicate an early completion date for the Project that is no later than the Project's required completion date. The schedule, including all activity duration's shall be given in calendar days. The Schedule shall also indicate all of the following:
- (1) Interfaces with the work of outside contractors (e.g., utilities, power and with any separate Contractor);
 - (2) Description of activity including activity number/numbers;
 - (3) Estimated duration time for each activity or project;
 - (4) Early start, late start, early finish, late finish date, and predecessor/successors including stop-start relationships with lead and lag time for each activity;
 - (5) Float available to each path of activities;
 - (6) Actual start date for each activity begun;
 - (7) Actual finish date for each activity completed;
 - (8) The percentage complete of each activity in progress or completed;
 - (9) Identification of all critical path activities;
 - (10) The critical path for the Project, with said path of activities being clearly and easily recognizable on the time-scaled network diagram. The path(s) with the least amount of float must be identified. Unless otherwise authorized by the San Juan County Representative, no more than 40% of all activities may be identified as critical path items. The relationship

between non-critical activities and activities on the critical path shall be clearly shown on the network diagram;

- (11) Unless otherwise authorized by the San Juan County Representative, all activities on the schedule representing construction on the site may not have a duration longer than 14 days. Construction items that require more than 14 days to complete must be broken into identifiable activities on the schedule with durations less than 14 days. The sum of these activities represents the total length required to complete that construction item; and
 - (12) Additional requirements as specified in the Supplemental General Conditions.
- 4.7.6 SAN JUAN COUNTY'S RIGHT TO TAKE EXCEPTIONS. San Juan County reserves the right to take reasonable exception to activity duration, activity placement, construction logic or time frame for any element of the Work to be scheduled.
- 4.7.7 FLOAT TIME. Float or slack time is defined as the amount of time between the earliest start date and the latest start date or between the earliest finish date and the latest finish date of a chain of activities on the Schedule. By a proposal request or modification delivered to the Contractor, San Juan County has the right to use the float time for non-critical path activities until the Contractor has reallocated such time on a newly submitted schedule.
- 4.7.8 INITIAL SCHEDULE SUBMISSION. No progress payments will be approved until the Contractor has submitted a Project detailed CPM schedule covering the first 90-days of the Work with a general CPM schedule for the entire project. The detailed schedule for the entire project is to be completed prior to the second pay request unless otherwise authorized in writing by the San Juan County Project Manager.
- 4.7.9 UPDATES. Prior to any approval of a pay request, the San Juan County Project Manager, A/E and Contractor shall review the Contractor's schedule compared to the Work completed. The San Juan County Project Manager approves the amount of Work completed as supported by the schedule of values and as verified by the determination of Work completed. If necessary, the Contractor shall then update and submit to the San Juan County Project Manager the schedule with the pay request; all of which in accordance with the San Juan County Project Manager's approval. All updates shall be provided in electronic and hard copy formats. At each scheduled meeting with the San Juan County Project Manager, the Contractor shall provide a "three week look ahead" with long lead items identified.
- 4.7.10 SCHEDULE OF SUBMITTALS. The Contractor shall prepare and keep current, for the A/E's and San Juan County Project Manager's review, a schedule of submittals required under the Contract Documents which is coordinated with the Contractor's construction schedule and allows the A/E a reasonable time to review the submittals. This submittal schedule is to be included as part of the construction schedule. Submittals requiring expedited review must be clearly identified as such in the schedule of submittals.
- 4.7.11 SCHEDULE RECOVERY. If the Work represented by the critical path falls behind more than 7 days, the project schedule shall be redone within 14-days showing how the Contractor shall recover the time. A narrative that addresses the changes in the schedule from the previously submitted schedule shall be submitted along with the schedule in both hard copy (appropriate report formats to be determined by the San Juan County Project Manager) and electronic copy. The Contractor shall comply with the most recent schedules.
- 4.7.12 SCHEDULE CHANGES AND MODIFICATIONS.

- (1) **CONTRACT TIME CHANGE REQUIRES MODIFICATION.** The Contract Time may only be shortened or extended by a written modification fully executed by the San Juan County Project Manager.
- (2) **CONTRACTOR REORDERING, RESEQUENCING AND CHANGING ACTIVITY DURATIONS.** Should the Contractor, after approval of the complete detailed construction schedule, desire to change their plan of construction, they shall submit their requested revisions to the San Juan County Project Manager and the A/E along with a written statement of the revisions including a description of the sequence and duration changes for rescheduling the work, methods of maintaining adherence to intermediate milestones and the contract completion date and the reasons for the revisions. If the requested changes are acceptable to the San Juan County Project Manager, which acceptance shall not be unreasonably withheld, they will be incorporated into the Schedule in the next reporting period. If after submitting a request for change in the Contract Schedule, the San Juan County Project Manager does not agree with the request, the San Juan County Project Manager will schedule a meeting with the Contractor to discuss the differences.
- (3) **CHANGES IN CONTRACT TIME.** The critical path schedule as the term is used in the provisions herein shall be based on the current version of the Contractor's schedule for the Project and accepted by the San Juan County Project Manager just prior to the commencement of the modification, asserted delay, suspension or interruption. If the Contractor believes it is entitled to an extension of Contract Time under the Contract Documents, the Contractor shall submit a PCO in accordance with Article 7.2 to the A/E and the San Juan County Project Manager Representative accompanied by an analysis ("Requested Time Adjustment Schedule") in accordance with the Contract Documents for time extensions. The "Requested Time Adjustment Schedule" shall include "fragnets" that represent the added or changed work to the Schedule. The impact on unchanged activities caused by the changes and/or delays being analyzed shall be included in these fragnets.

A "fragnet" as used in these General Conditions and when used in the context of project scheduling is a subset of project activities that are inter-related by predecessor and successor relationships that are tied into the main schedule with identified start and completion points. Each fragnet may or may not be on the critical path. An entire schedule consists of a series of inter-related fragnets.

4.7.13 EXCUSABLE DELAY.

- (1) **IN GENERAL.** If the Contractor is delayed at any time in the progress of the Work on the critical path schedule by an act or neglect of the San Juan County Project Manager or other causes beyond the Contractor's control or by other causes which the San Juan County Project Manager determines may justify delay, then the Contract Time shall be extended by Change Order. The Contractor shall immediately take all steps reasonably possible to lessen the adverse impact of such delay. Notwithstanding the above, to the extent any of the causes for delay were caused by the Contractor, reasonably foreseeable by the Contractor or avoidable by the Contractor, then to such extent the delay shall not be cause for extension of the Contract Time. For purposes of this paragraph, Contractors shall include all subcontractors and others under the responsibility of the Contractor.

The determination of the total number of day's extension will be based upon the current construction schedule in effect at the inception of the change and/or delay and upon all data relevant to the extension as it exists in the project record. Once approved, such data shall be incorporated in the next monthly update of the schedule.

Contractor acknowledges and agrees that delays in work items which, according to the schedule analysis, do not affect any milestone dates or the Contract completion dates shown on the CPM at the time of the delay, will not be the basis for a contract extension.

- (2) WEATHER-RELATED EXCUSABLE DELAYS. Completion time will not be extended for normal bad weather or any weather that is reasonably foreseeable at the time of entering into the contract. The time for completion as stated in the contract documents includes due allowance for calendar days on which Work cannot be performed out of doors. The Contractor acknowledges that it may lose days due to weather conditions. Contract time may be extended at no cost to the San Juan County Project Manager if all of the following are met which must be established by the Contractor:
- a. That the weather prevented Work from occurring that is on the critical path for the project based upon a critical path schedule previously submitted to the San Juan County Project Manager and to the extent accepted by the San Juan County Project Manager;
 - b. There are no concurrent delays attributed to the Contractor;
 - c. The Contractor took all reasonable steps to alleviate the impact of the weather and took reasonable attempts to prevent the delay and despite such reasonable actions of Contractor, the weather impacted the critical path as described above; and
 - d. One of the following occurred:
 - i. The weather was catastrophic, such as a tornado, hurricane, severe wind storm, flooding, severe hail storm; or
 - ii. Based on the full history of information published from the closest station as indicated from the Western Regional Climate Center (Desert Research Institute, 2215 Raggio Parkway Reno, Nevada 89512, and as may be described on the website at <http://www.wrcc.dri.edu/summary/>), one or more of the following occurred:
 1. The daily precipitation exceeded 75% of the historical one day maximum for the month.
 2. The snowfall for the month exceeded 175% of the historical average snow fall for the month.

4.7.14 COMPENSABLE DELAY, SUSPENSION OR INTERRUPTION.

- (1) BASIC CONDITIONS. In addition to the other requirements of the Contract Documents, a compensable delay, suspension or interruption of the work occurs only when the following are met:
- a. Is wholly unanticipated by the parties at the time of execution of the Contractor's Agreement or is caused by the breach of a fundamental obligation of the Contract

Documents attributable to the San Juan County; and

- b. The Contractor delivers a written notice to A/E and San Juan County Project Manager within seven (7) days that the Contractor knows or should have known of the condition giving rise to the purported compensable delay, disruption, suspension or interruption, and said continuation affects the Contract Time as indicated by the last submitted and reasonable critical path schedule.

- (2) **COMPENSABLE DELAY FORMULA.** To the extent of the compensable delay, the Contractor's total entitlement for all compensable delay damages is the computed result of the following formula: Contract Sum divided by Contract Time (in calendar days); the result of which is then multiplied by 0.05; and the result of which is multiplied by the number of calendar days of compensable days allowed under these General Conditions that are beyond the Contract Time. Notwithstanding any other provision of these General Conditions or the Contract Documents, to the extent the Contractor is entitled to receive the 10% or 15% markup under Article 7.4, this provision shall be inapplicable and the markup shall be deemed to include all the compensable delay damages provided by this paragraph.
- (3) **PERIOD OF COMPENSABLE DELAY, SUSPENSION OR INTERRUPTION.** The length and extent of compensable delay, shall be determined, with the use of the Project's critical path schedule, by ascertaining the number of additional days to the Contract Time that are needed in order to perform the Work in accordance with the Contract Documents as a result of the continuation of the aforesaid delay, disruption, suspension or interruption after receipt of the written notice received by the A/E and San Juan County under Section 4.7.14(1) (b) above.
- (4) **CONCURRENT DELAY.** Notwithstanding any other provision of these General Conditions, to the extent a non-compensable delay occurs at the same time as a compensable delay, the San Juan County Project Manager shall not be responsible for any compensation for the period of the non-compensable delay.

4.7.15 **TIME EXTENSION REQUESTS.** Any time extension shall be requested within 21 days after the Contractor knew or should have known about the delay and shall be supported by the critical path schedule analysis.

4.7.16 **LIQUIDATED DAMAGES.**

- (1) **IN GENERAL.** Should the Contractor fail to complete the Work within the Contract Time, there shall be deducted from any amount due or that may become due the Contractor, the sum as stated in the Contractor's Agreement. Such sum is fixed and agreed upon by the San Juan County and Contractor as liquidated damages due San Juan County by reason of the inconvenience and added costs of administration, engineering, supervision and other costs resulting from the Contractor's default, and not as a penalty. Actual damages related to delay cannot be ascertained at the time of execution of the Contract. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such excess to San Juan County. San Juan County may seek enforcement of such obligation by legal action, and if such is necessary, shall recover the related costs and attorney fees. Notwithstanding any other provision of these General Conditions, the availability of liquidated damages to San Juan County shall not limit San Juan County's right to seek damages or other remedies available under law or equity to the extent such damages or remedies are not based upon delay.
- (2) **NO WAIVER OF SAN JUAN COUNTY'S RIGHTS.** Permitting the Contractor to

continue any part of the Work after the time fixed for completion or beyond any authorized extension thereof, shall in no way operate as a waiver or estoppel on the part of San Juan County of any of its rights under the Contract Documents, including the right to liquidated damages or any other remedies or compensation.

- 4.8 DOCUMENTS AND SAMPLES AT THE SITE, CERTIFYING "AS-BUILTS". The Contractor shall maintain at the site for the San Juan County Project Manager, one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked weekly to record changes and selections made during construction, as well as approved Shop Drawings, Product Data, Samples and similar submittals. These aforesaid items shall be available to the A/E and shall be delivered to the A/E for submittal to the San Juan County Project Manager upon completion of the Work, signed by the Contractor, certifying that they show complete and exact "as-built" conditions, stating sizes, kind of materials, vital piping, conduit locations and similar matters. All notes of encountered or changed conditions shall be included.
- 4.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.
- 4.9.1 NOT CONTRACT DOCUMENTS. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The submittal shall demonstrate, for those portions of the Work for which the submittal is required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 4.9.2 PROMPTNESS. The Contractor shall review, approve and submit to the A/E, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work, or the activities of the San Juan County Project Manager or separate contractors.
- 4.9.3 NOT PERFORM UNTIL A/E APPROVES. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the A/E. Such Work shall be in accordance with the approved submittals.
- 4.9.4 REPRESENTATIONS BY CONTRACTOR. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 4.9.5 CONTRACTOR'S LIABILITY. The Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the A/E's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the A/E in writing of such deviation at the time of the submittal and the A/E has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the A/E's review and comment.
- 4.9.6 DIRECT SPECIFIC ATTENTION TO REVISIONS. The Contractor shall direct specific attention in writing to all revisions on resubmitted Shop Drawings, Product Data, Samples or similar submittals, except those requested by the A/E and indicated on previous submittals.
- 4.9.7 INFORMATIONAL SUBMITTALS. Informational submittals upon which the A/E is not expected to take responsive action may be so identified in the Contract Documents.

4.9.8 RELIANCE ON PROFESSIONAL CERTIFICATION. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the San Juan County Project Manager and A/E shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. If a professional stamp is required, the professional shall be licensed in the State of Utah unless otherwise approved by the San Juan County Project Manager in writing. Likewise, the Contractor is entitled to rely upon the accuracy and completeness of the calculations made by the A/E in developing the Contract Documents, unless a Contractor of ordinary skill and expertise for the type of Work involved would know that such is inaccurate or incomplete and therefore must immediately notify the San Juan County Project Manager in writing.

4.10 USE OF SITE.

4.10.1 IN GENERAL. The Contractor shall confine operations at the site to areas permitted by the Contract Documents, law, ordinances, resolutions, rules and regulations, a temporary limited easement, and permits and shall not unreasonably encumber the site with materials or equipment. Contractor shall take all reasonable means to secure the site, protect the site and protect the Work from any damage. The site shall be left free and clear of refuse, equipment, materials, etc. and the site shall not be subject to spilled liquids and chemicals, toxic or otherwise. Should such an incident occur while the Contractor has control of the site, the Contractor shall be responsible to clean the site and pay all associated costs, fines and penalties. Notwithstanding this, Contractor is not responsible for any damage to the site or the Work to the extent caused by San Juan County or San Juan County's Representatives or agents. The Contractor shall maintain, free and clear, all public roads that are to remain open and passable to the public unless the public road is under construction as part of the project.

4.10.2 ACCESS TO NEIGHBORING PROPERTIES. The Contractor shall not, except as provided in the a Temporary Limited Easement Agreement, Contract Documents or with the San Juan County Project Manager's advance written consent when necessary to perform the Work, interfere with access to properties neighboring the Project site by the owners of such properties and their respective tenants, agents, invitees and guests.

4.11 ACCESS TO WORK. The Contractor shall provide San Juan County Representatives and A/E access to the Work in preparation and progress, wherever located.

4.12 ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold San Juan County and A/E harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent; the Contractor shall be responsible for such loss unless such information is promptly furnished to the San Juan County Project Manager in writing.

4.13 INDEMNIFICATION.

4.13.1 IN GENERAL.

(1) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless San Juan County, San Juan County's institutions, agencies, departments, divisions, authorities, and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, authorized volunteers (hereinafter the above listing of entities and persons is referred to an "indemnities") from and against every kind and character of claims, damages, losses and expenses, including but not limited to attorneys' fees, defense

costs, and including those events covered under the blanket Contractual Liability Coverage required under the Contract Documents, arising out of or resulting from any act or omission in the performance of the Work including the work of all the Subcontractors and their employees, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent or wrongful act or omission of the Contractor, any Subcontractor, and their employees, provided that any such claim, damage loss or expense is caused in whole or in part by the negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed or the agent of any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but San Juan County shall have the right, at its option, to participate in the defense of any such action without relieving the Contractor of any obligation hereunder. Notwithstanding any of the above, to the extent the Contractor is complying with a written directive from San Juan County that is not based on the Contractor's recommendation the Contractor shall not be held liable under the indemnification provision of this Agreement if the Contractor has promptly disagreed with the written directive by delivering such objection to San Juan County in writing.

- (2) Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person under Contract Documents.
- (3) In claims against any person or entity indemnified under this Article 4.13 by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 3.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

ARTICLE 5. SUBCONTRACTORS.

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.1.1 APPROVAL REQUIRED.

- (1) Listing of Subcontractors shall be as required by U.C.A. 63A-5-208 as amended and/or as stated in the Contract Documents, including but not limited to the San Juan County's "Bidder Subcontractors List" form.
- (2) The Contractor shall not contract with a proposed person or entity to whom the San Juan County Project Manager has made a reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.1.2 BUSINESS AND LICENSING REQUIREMENTS. All Subcontractors used by the Contractor shall comply with all applicable business and licensing requirements.

5.1.3 SUBSEQUENT CHANGES. After the lapse of twenty-four (24) hours from the bid opening, the Contractor may change its listed Subcontractors only in accordance with U.C.A. 63A-5-208 and the Contract Documents and with written approval of the Director of Facilities Management.

- (1) San Juan County will pay the additional costs for a San Juan County or NRCS requested change in subcontractor if all of the following are met:
 - a. If the San Juan County Project Manager in writing requests the change of a subcontractor;
 - b. The original subcontractor is a responsible subcontractor that meets the requirements of the Contract Documents; and
 - c. The original subcontractor did not withdraw as a subcontractor on the project.
- (2) In all other circumstances, the Contractor shall pay the additional cost for a change in a subcontractor.

5.1.4 BONDING OF SUBCONTRACTORS. Subcontractors as identified by the San Juan County Project Manager in the procurement documents, may be required to submit performance and payment bonds to cover the full extent of their portion of the Work. This provision does not in any way limit the right of the Contractor to have subcontractors at any tier be required to have a performance and/or payment bond.

5.2 SUBCONTRACTUAL RELATIONS.

- 5.2.1 COMPLY WITH CONTRACT DOCUMENTS. By appropriate enforceable agreement, and to the extent it can be practically applied, the Contractor shall require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes towards San Juan County and A/E.
- 5.2.2 RIGHTS. Each Subcontractor agreement shall preserve and protect the rights of San Juan County and A/E under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Subcontractor agreement, the benefit of all rights and remedies against the Contractor that the Contractor, by the Contract Documents, has against San Juan County.
- 5.2.3 SUB-SUBCONTRACTORS. The Contractor shall require each Subcontractor to enter into similar agreements with its Subcontractors which comply with the requirements of Paragraphs 5.2.1 and 5.2.2 hereinabove.
- 5.2.4 DOCUMENT COPIES. The Contractor shall make available to each proposed Subcontractor, prior to execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors shall similarly make copies of applicable portions of the Contract Documents available to their respective proposed Subcontractors.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS.

- 5.3.1 CONDITIONS FOR ASSIGNMENT TO SAN JUAN COUNTY. Each subcontract agreement for a subcontractor at any tier for a portion of the Work is assigned by the Contractor to San Juan County provided that the assignment is effective only after termination of the Contract by San Juan County for cause pursuant to Article 12.2 or stoppage of the Work by San Juan County pursuant to Article 12.5, and only for those subcontract agreements which the San Juan County Project Manager accepts by notifying the Subcontractor in writing. The subcontract

shall be equitably adjusted to meet the new conditions of the work.

ARTICLE 6. PROTECTION OF PERSONS AND PROPERTY.

6.1 SAFETY OF PERSONS AND PROPERTY.

6.1.1 CONTRACTOR RESPONSIBILITY. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) Employees on the Work and other persons who may be affected thereby;
- (2) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or a Subcontractor; and
- (3) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.1.2 SAFETY PROGRAM, PRECAUTIONS. The Contractor shall institute a safety program at the start of construction to mitigate and minimize accidents. Said program shall continue to the final completion of the Project and conform to applicable laws and regulations including the Utah Occupational Safety and Health Rules and Regulations as published by the Utah Industrial Commission - UOSH Division. The Contractor shall post signs, erect barriers, and provide those items necessary to implement the safety program. As soon as the Contractor proceeds with the Work, the Contractor shall have all workers and all visitors on the site wear safety hard hats, as well as all other appropriate safety apparel such as safety glasses and shoes and obey all safety rules and regulations and statutes. The Contractor shall post a sign in a conspicuous location indicating the necessity of wearing hard hats, construction reflective vests and the Contractor shall loan such hats and vests to visitors.

6.1.3 COMPLIANCE WITH LAWS. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. In particular, the Contractor shall comply with all applicable provisions of Federal, State, County and municipal safety laws, rules and regulations as well as building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

6.1.4 ERECT AND MAINTAIN SAFEGUARDS. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including effective fences, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

6.1.5 UTMOST CARE. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

6.1.6 PROMPT REMEDY. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraph 6.1.1 of these General Conditions caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them,

or by anyone for whose acts they may be liable and for which the Contractor is responsible under said Paragraph 6.1.1, except to the extent such damage or loss is directly due to errors in the Contract Documents or caused by agents or employees of the A/E or San Juan County. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Contract Documents.

- 6.1.7 **SAFETY DESIGNEE.** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, damage, injury or loss. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the San Juan County Project Manager and A/E.
- 6.1.8 **LOAD SAFETY.** The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 6.1.9 **OFF-SITE RESPONSIBILITY.** In addition to its other obligations under this Article 6, the Contractor shall, at its sole cost and expense, promptly repair any damage or disturbance to walls, utilities, streets, ways, sidewalks, curbs and the property of the State and third parties (including municipalities and other governmental agencies) resulting from the performance of the Work, whether by it or by its Subcontractors at any tier. The Contractor shall not cause materials, including soil and debris, to be placed or left on streets or ways.
- 6.1.10 **EMERGENCIES.** In an emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Contractor shall promptly notify the San Juan County Project Manager or San Juan County Representative of the action taken.
- 6.2 **HAZARDOUS MATERIALS.** In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or any other hazardous waste or substance which may endanger the health of those persons performing the Work or being on the site, the Contractor shall immediately stop Work in the area affected and immediately report the condition to the San Juan County Project Manager or San Juan County Representative and A/E by phone with a follow-up document in writing. The Work in the affected area shall be resumed when written direction is provided by the San Juan County Project Manager. Except to the extent provided otherwise in the Contract Documents or if the presence of hazardous materials is due to the fault of the Contractor, the Contractor shall not be required to perform without the Contractor's consent, any Work relating to asbestos, polychlorinated biphenyl (PCB) or any other hazardous waste or substance.

San Juan County shall procure a licensed abatement contractor qualified to remove the hazardous material. The abatement contractor shall submit notification of demolition to the Utah Division of Air Quality. Abatement contractor shall pay the notification fee. A copy of the hazardous material survey report shall be available to all persons who have access to the construction site.

- 6.2.1 **NO HAZARDOUS MATERIALS.** No hazardous materials have been approved or authorized to be used for this project. Substances leaking or spillage of Hazardous Substances on the Property beyond what is reasonably expected for the equipment used for the construction and maintenance of the Improvements, the Contractor shall be exclusively liable for all cleanup and remediation costs necessary for such leaking or spillage.
- 6.3 **HISTORICAL AND ARCHEOLOGICAL CONSIDERATIONS.** In the event the Contractor knows or should have known of any cultural, historical or archeological material that is either recognized as an item to be protected under Federal, State, or local law or regulation, or is an item of obvious value to the State of Utah, the Contractor shall cease any work that would interfere with such discovery and immediately report the condition to the San Juan County Project Manager or San Juan County

Representative and A/E by phone with a follow-up document in writing. Work shall resume based upon the direction of the San Juan County Project Manager. Contractor cooperation with any San Juan County recognized archaeologist or other cultural/historical expert is required.

To the extent all the following is met, the Contractor may treat the discovery of such material similarly to an unforeseen condition:

- 6.3.1 The discovery of such material is reasonably unforeseeable given the site conditions that the Contractor should have been aware;
- 6.3.2 The presence of such material was not identified in any part of the Contract Documents;
- 6.3.3 The Contractor has undertaken all proper action to mitigate any impact of such discovery on the critical path or monies related to the Project;
- 6.3.4 The discovery affects the critical path or contract price from that which was contemplated by the Contract Documents; and
- 6.4.5 The requirements of 7.1.5 and the Contract documents are met.
- 6.4 CONTRACTOR LIABILITY. If the Contractor fails in any of its obligations in Articles 6.1 through 6.3 above, the Contractor shall be liable to any damages to San Juan County or any third party resulting from such noncompliance. The Contractor shall also be liable for any mitigation or restoration effort resulting from such noncompliance.

ARTICLE 7. MODIFICATIONS, REQUEST FOR INFORMATION, PROPOSED CHANGE ORDER, PRELIMINARY RESOLUTION EFFORTS AND CLAIMS PROCESS.

7.1 MODIFICATIONS: IN GENERAL.

- 7.1.1 TYPES OF MODIFICATIONS AND LIMITATIONS. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or ASI, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The Contractor must have a written Modification executed by San Juan County under this Article 7 prior to proceeding with any Work sought to be an extra.
- 7.1.2 BY WHOM ISSUED. A Change Order or Construction Change Directive shall be issued by the San Juan County Project Manager. An ASI is issued by the A/E or by the San Juan County Project Manager.

The A/E shall prepare Change Orders and Construction Change Directives with specific documentation and data for the San Juan County Project Manager's approval and execution in accordance with the Contract Documents, and may issue ASIs not involving an adjustment in the contract sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

- 7.1.3 CONTRACTOR TO PROCEED UNLESS OTHERWISE STATED. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Work Directive or ASI.
- 7.1.4 ADJUSTING UNIT PRICES. If unit prices are stated in the Contract Documents or

subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Work Directive that application of such unit prices to quantities of Work proposed will cause a substantial inequity to San Juan County or Contractor, the applicable unit prices may be equitably adjusted. Adjustments to unit prices due to an influx in market costs are not grounds for a Change Order or an adjustment to the overall Construction Budget.

7.1.5 SPECIAL NOTICES REQUIRED TO BE ELIGIBLE FOR ANY CONTRACT MODIFICATION. To be eligible for any Modification under this Article 7, the Contractor must have met the following special notice requirements:

- (1) CONCEALED OR UNKNOWN CONDITIONS. The Contractor must file a written notice with the San Juan County Project Manager within seven (7) calendar days of that the Contractor knew or should have known of a site condition described below or the Contractor shall be deemed to waive any right to file any PCO, PRE or Claim for additional monies or time related to such condition:
 - a. If the Contractor encounters unknown and reasonably unforeseeable subsurface or otherwise concealed physical conditions, including hazardous or historical/cultural materials under Article 6, which differ materially from those indicated by the Contract Documents or a site inspection; or
 - b. If the Contractor encounters unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
- (2) INCREASE IN CONTRACT TIME. If the Contractor encounters a situation in which the Contractor knows or should have known that such situation would cause a delay, disruption, interruption, suspension or the like to the Project, the Contractor must file a notice with the San Juan County Project Manager within seven (7) working days of when the Contractor knew or should have known of such circumstance or the Contractor shall be deemed to waive any right to file any PCO, PRE or Claim for additional monies or time related to such circumstance. To the extent the San Juan County Project Manager and/or San Juan County is damaged by the failure of the Contractor to provide such notice after the Contractor knows or should have known of such circumstance, the Contractor shall be liable for liquidated damages attributable thereto, as well as any damages to San Juan County that are allowable in addition to liquidated damages.

7.2 CONTRACTOR INITIATED REQUESTS.

- 7.2.1 THE REQUEST FOR INFORMATION, RFI, PROCESS AND TIME TO FILE. The Contractor may file an RFI with the A/E regarding any concern which will assist the Contractor in the proper completion of the Work including, but not limited to issues related to the Contract Documents, plans and specifications. The RFI shall be filed with the A/E in a timely manner so as not to prejudice the San Juan County Project Manager as to the quality, time or money related to the Work.
- 7.2.2 PROPOSED CHANGE ORDER (“PCO”). Within ten (10) days after the Contractor knows or should have known of a situation or concern where the Contractor is going to request additional monies or time, the Contractor must file a Proposed Change Order (“PCO”) with the San Juan County Project Manager, or the Contractor shall be deemed to waive any right to claim additional monies or time related to such situation or concern. The PCO shall include all

available documentation supporting the PCO available to the Contractor at the time of filing and the Contractor shall thereafter diligently pursue the supplementation(s) of such documentation and promptly deliver such supplementation(s) to the San Juan County Project Manager.

- (1) SAN JUAN COUNTY PROJECT MANAGER RESPONSE. One of the following may occur after a PCO is filed with the San Juan County Project Manager:
- a. The San Juan County Project Manager, after considering any input by the A/E, may reach an agreement with the Contractor and issue a Change Order.
 - b. The San Juan County Project Manager, after considering any input by the A/E, may issue a Construction Work Directive.
 - c. If the San Juan County Project Manager, after considering any input by the A/E, disagrees with the Contractor's PCO, the San Juan County Project Manager may seek additional information or verification from the Contractor, the A/E or other sources, may negotiate with the Contractor, may issue a Change Order upon such later agreement, may retract the PR, or may issue a Construction Work Directive.
 - d. If a Construction Change Directive is issued which identifies the San Juan County Project Manager position in regard to the subject contract sum and/or time adjustment or if the PCO is denied by the San Juan County Project Manager, the Contractor must file a PRE under Article 7.7 below no later than twenty-one (21) days after the Contractor's receipt of the Construction Work Directive or such denial of the PCO. Failure to file a PRE in these instances shall be deemed to waive any right to additional time or money related to the PCO, Construction Work Directive or denial of the PCO. Such waiver shall entitle the San Juan County Project Manager to convert the Construction Work Directive into a Change Order, whether or not executed by the Contractor.

If the Construction Work Directive leaves open the determination of additional time or money related to the directed change, then the time-period for commencement of filing the PRE shall not accrue until such time as the San Juan County Project Manager has conveyed to the Contractor a position as to the time and money owing as a result of the directed change. The A/E must continually work with the San Juan County Project Manager in providing data, documentation and efforts to resolve the issues related to the PR.

- 7.3 PROPOSAL REQUEST INITIATED BY SAN JUAN COUNTY. San Juan County may file a Proposal Request with the Contractor seeking information, data and/or pricing relating to a change in the contract time and or monies owing for particular scope changes or other modifications to the Contract Documents. The PR shall provide a time limit for the Contractor to file a response with the A/E and the San Juan County Project Manager. If a proposal is not timely provided by the Contractor, San Juan County may calculate the Change Order under Article 7.4.2 below. Upon such timely receipt of the proposal, one of the following shall occur:

- 7.3.1 IF AGREEMENT, CHANGE ORDER ISSUED. The San Juan County Project Manager, after considering any input by the A/E, may reach an agreement with the Contractor and issue a Change Order.
- 7.3.2 IF DISAGREEMENT. If the San Juan County Project Manager disagrees with the Contractor's proposal, after considering any input from the A/E, the San Juan County Project Manager may seek additional information or verification from the Contractor or

other sources, may negotiate with the Contractor, may issue a Change Order upon such later agreement, may retract the PR, or may issue a Construction Work Directive. If a Construction Work Directive is issued which identifies the San Juan County Project Manager's position in regard to the subject contract sum and/or time adjustment, the Contractor must file a PRE within twenty-one (21) days of the Contractor's receipt of the Construction Work Directive, or the Contractor shall be deemed to waive any such request for additional time or money as a result of the issuance of the Construction Work Directive. Such waiver shall entitle the San Juan County Project Manager to convert the Construction Work Directive into a Change Order, whether or not executed by the Contractor. If the Construction Work Directive leaves open the determination of additional time or money related to the directed change, then the time period for commencement of filing the PRE shall not accrue until such time as the San Juan County Project Manager has conveyed to the Contractor a position as to the time and money owing as a result of the directed change.

7.4 EVALUATION OF PROPOSAL FOR ISSUING CHANGE ORDERS.

- 7.4.1 ADJUSTING SUM BASED UPON AGREEMENT. If the Change Order provides for an adjustment to the Contract Sum, the adjustment shall be based on the mutual agreement of the Contractor and San Juan County Project Manager, including any terms mandated by unit price agreements or other terms of the Contract Documents.
- 7.4.2 SAN JUAN COUNTY RESOLUTION OF SUM AND STANDARDS IN THE ABSENCE OF AN AGREEMENT UNDER PARAGRAPH 7.4.1. In the absence of an agreement under Paragraph 7.4.1 above, the adjustment shall be based on an itemized accounting of costs and savings supported by appropriate data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Paragraph shall be limited to the following
- (1) All direct and indirect costs of labor; including workers compensation insurance, social security and other federal and state payroll-based taxes, and payroll based fringe benefits paid by Contractor so long as they are reasonable and no higher than that charged to other clients;
 - (2) Costs of materials, on-site temporary facilities, supplies and equipment (except hand tools) required for or incorporated into the work;
 - (3) Rental costs of machinery, equipment, tools (except hand tools), and on-site temporary facilities, whether rented from the Contractor or others;
 - (4) Costs of permits and other fees, sales, use or similar taxes related to the Work;
 - (5) Additional costs of field supervision and field office personnel directly attributable to the change; and
 - (6) Overhead and profit by the following liquidated formula which is not a penalty but a reasonable calculation agreed upon at the time of execution of the Contractor's Agreement, and provided by formula herein due to the fact that the actual amount due for said overhead and profit cannot easily be ascertained at the time of such execution. The markups in 7.4.2(6)(a) and (b) below are to cover the Contractor's additional payment and performance bond premiums, insurance premiums not specified under Paragraph 7.4.2(1), home office and on-site overhead and profit. Overhead and profit includes, but is not limited to the Contractor's Superintendent, Project Manager and Cost Estimator. Each request for pricing shall stand on its own and not be combined with other requests for pricing in determining

the allowed markup described below. A particular request for pricing shall include all items reasonably related together and determinable at the time of the request. If several unrelated requests for pricing are grouped together in a single Change Order, each request for pricing will be considered separately for purposes of calculating the markup under the following formula:

- a. A markup of 15% shall be applied to the cost of each individual charge up to \$20,000 in cost, but in no case shall the markup be less than \$150;
- b. A markup of 10% shall be applied to the portion of the cost of each individual charge in excess of \$20,000;
- c. Subcontractors at any tier shall be entitled to markup their costs related to a Change Order with the same percentages as specified in Paragraphs 7.4.2(6)(a) and (b) above, except that the minimum markup shall be \$50 for any individual change.

7.4.3 CREDITS. The amount of credit to be allowed by the Contractor to the San Juan County Project Manager for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed to San Juan County based upon corroboration by an appropriate source.

7.5 CONSTRUCTION WORK DIRECTIVES.

7.5.1 WHEN USED AND CONTRACTOR'S RIGHT TO CHALLENGE. A Construction Work Directive may be issued by the San Juan County Project Manager in the case of a need for the Work to commence by issuing Work Directive and Authorization form. If the Construction Work Directive leaves open the determination of additional time or money related to the directed change, then the Construction Work Directive shall indicate the timeframe(s) in which further information is to be provided to resolve the matter. At any time that the San Juan County Project Manager and the Contractor agree upon the time and money related to a Construction Work Directive, a Change Order shall be executed by the parties. Additionally, the Construction Work Directive may be converted to a Change Order under Paragraph 7.2.2 or Article 7.3 above.

7.5.2 PROCEED WITH WORK AND NOTIFY SAN JUAN COUNTY ABOUT ADJUSTMENT METHOD. Upon receipt of a Construction Work Directive, the Contractor shall promptly proceed with the change in the Work involved.

7.5.3 INTERIM PAYMENTS BY SAN JUAN COUNTY. Pending the final determination of the total cost of the Construction Work Directive, San Juan County shall pay any undisputed amount to the Contractor.

7.6 A/E'S SUPPLEMENTAL INSTRUCTION (Commonly referred to as an "ASI"). The A/E may at any time that is consistent with maintaining the quality, safety, time, budget and function of the Work, issue to the Contractor a supplemental instruction ("ASI") after approval from the San Juan County Project Manager is obtained. The Contractor must file with San Juan County Representative a PCO under Paragraph 7.2.2 above, within 21 calendar days of the Contractor's receipt of the ASI, or the Contractor shall be deemed to have waived any right to additional time or monies as a result of such ASI.

7.7 PROCEDURE FOR PRELIMINARY RESOLUTION EFFORTS.

7.7.1 REQUEST FOR PRELIMINARY RESOLUTION EFFORT (PRE). A Contractor raising an issue related to a breach of contract or an issue concerning time or money shall file a PRE as a

prerequisite for any consideration of the issue by the San Juan County Project Manager. The labeling of the notice or request shall not preclude the consideration of the issue by the San Juan County Project Manager.

7.7.2 TIME FOR FILING. The PRE must be filed in writing with the San Juan County Project Manager within twenty-one (21) days of any of the following:

- (1) Issuance of a Construction Work Directive that defines the time and sum due the Contractor but the Contractor disagrees with such assessment;
- (2) Issuance of San Juan County Project Manager's position in regard to a Construction Work Directive that originally left open the time and/or sum due to the Contractor;
- (3) Issuance of a denial of a PCO by San Juan County Project Manager;
- (4) In the case of a Subcontractor, after the expiration of the time period for the Contractor/Subcontractor PRE process under Paragraph 7.7.5 below; or
- (5) When the Contractor knows or should have known about any other issue where the Contractor seeks additional monies, time or other relief from San Juan County.

7.7.3 CONTENT REQUIREMENT. The PRE shall be required to include in writing to the extent information is reasonably available at the time of such filing:

- (1) A description of the issue;
- (2) The potential impact on cost and time or other breach of contract; and
- (3) An indication of the relief sought.

7.7.4 SUPPLEMENTATION. Additional detail of the content requirement under Paragraph 7.7.3 above shall be provided later if the detail is not yet available at the initial filing as follows:

- (1) While the issue is continuing or the impact is being determined, the Contractor shall provide a written updated status report every 30 days or as otherwise reasonably requested by the San Juan County Project Manager; and
- (2) After the scope of work or other factors addressing the issue are completed, the complete information, including any impacts on time, cost or other relief requested, must be provided to the San Juan County Project Manager within twenty-one (21) days of such completion.

7.7.5 SUBCONTRACTORS.

- (1) Under no circumstances shall any provision of these Contract Documents be intended or construed to create any contractual relationship between San Juan County and any Subcontractor.
- (2) The Contractor must include the provisions of this Paragraph 7.7.5 in its contract with the first tier Subcontractor, and each Subcontractor must do likewise. At the Contractor's discretion, the Contractor may allow a Subcontractor at the 2nd tier and beyond to submit the PRE directly with the Contractor.

- (3) In order for a Subcontractor at any tier to be involved with the PRE of San Juan County, the following conditions and process shall apply:
- a. The Subcontractor must have attempted to resolve the issue with the Contractor including the submission of a PRE with the Contractor.
 - b. The Subcontractor must file a copy of the PRE with the San Juan County Project Manager;
 - c. The PRE to the Contractor must meet the time, content and supplementation requirements of Paragraphs 7.7.2, 7.7.3 and 7.7.4. The triggering event for a Subcontractor to file a PRE shall be the time at which the issue cannot be resolved through the normal business practices associated with the contract, excluding arbitration and litigation;
 - d. The PRE submitted to the Contractor shall only be eligible for consideration in the San Juan County's PRE process to the extent the issue is reasonably related to the performance of San Juan County;
 - e. The Contractor shall resolve the PRE to the satisfaction of the Subcontractor within sixty (60) days of its submittal to the Contractor or such other time period as subsequently agreed to by the Subcontractor in writing. If the Contractor fails to resolve the PRE with the Subcontractor within such required time period, the Subcontractor may submit in writing the PRE with the Contractor and the San Juan County Project Manager. In order to be eligible for San Juan County consideration of the PRE, the Subcontractor must submit the PRE within twenty-one (21) days of the expiration of the time period for the Contractor/Subcontractor PRE process. The San Juan County Project Manager shall consider the PRE as being submitted by the Contractor on behalf of the Subcontractor;
 - f. Upon such PRE being submitted, the Contractor shall cooperate with the San Juan County Project Manager in reviewing the issue;
 - g. San Juan County shall not be obligated to consider any submission which is not in accordance with any provision of this Article 7.7;
 - h. The Subcontractor may accompany the Contractor in participating with San Juan County regarding the PRE raised by the Subcontractor. San Juan County is not precluded from meeting with the Contractor separately and it shall be the responsibility of the Contractor to keep the Subcontractor informed of any such meetings; and
 - i. Notwithstanding any provision of this Paragraph 7.7.5, a Subcontractor shall be entitled to pursue a payment bond claim.

7.7.6 PRE-RESOLUTION PROCEDURE. The San Juan County Project Manager may request additional information and may meet with the parties involved with the issue.

7.7.7 CONTRACTOR REQUIRED TO CONTINUE PERFORMANCE. Pending the final resolution of the issue, unless otherwise agreed upon in writing by the San Juan County Project Manager, the Contractor shall proceed diligently with performance of the Contract and San Juan County shall continue to make payments in accordance with the Contract Documents.

7.7.8 DECISION. San Juan County shall issue to the Contractor, and any other party brought into the

process by the San Juan County Representative as being liable to San Juan County, a written decision providing the basis for the decision on the issues presented by all of the parties within thirty (30) days of receipt of all the information required under Paragraphs 7.7.3 and 7.7.4.

- 7.7.9 DECISION FINAL UNLESS CLAIM SUBMITTED. The decision by San Juan County shall be final, and not subject to any further administrative or judicial review (not including judicial enforcement) unless a Claim is submitted in accordance with these General Conditions.
- 7.7.10 EXTENSION REQUIRES MUTUAL AGREEMENT. Any time-period specified in this Article 7.7 may be extended by mutual agreement of the Contractor and the San Juan County Project Manager.
- 7.7.11 IF DECISION NOT ISSUED. If the decision is not issued within the thirty (30) day period, including any agreed to extensions, the issue may be pursued as a Claim.
- 7.7.12 PAYMENT FOR PERFORMANCE.
- (1) Except as otherwise provided in the Contract Documents, any final decision where the San Juan County is to pay additional monies to the Contractor, shall not be delayed by any PRE, Claim or appeal by another party.
 - (2) Payment to the Contractor of any final decision shall be made by San Juan County in accordance with the contract for the completed work.
 - (3) Notwithstanding any other provision of the Contract Documents, payment to the Contractor shall be subject to any set-off, claims or counterclaims of San Juan County.
 - (4) Payment to the Contractor for a Subcontractor issue submitted by the Contractor shall be paid by the Contractor to the Subcontractor in accordance with the contract between the Contractor and the Subcontractor.
 - (5) Any payment or performance determined owing by the Contractor to San Juan County shall be made in accordance with the Contract Documents.

7.8. RESOLUTION OF CLAIM.

- 7.8.1 CLAIM. If the decision on the PRE is not issued within the required timeframe or if the Contractor is not satisfied with the decision, the Contractor or other party brought into the process by San Juan County, may submit a Claim in accordance with this Article 7.8 as a prerequisite for any further consideration by San Juan County or the right to any judicial review of the issue giving rise to the claim.
- 7.8.2 SUBCONTRACTORS. In order for a Subcontractor to have its issue considered in the Claim process by San Juan County, the Subcontractor that had its issue considered under Paragraph 7.7.5 may submit the issue as a Claim by filing it with the Contractor and San Juan County within the same timeframe and with the same content requirements as required of a Claim submitted by the Contractor under this rule. San Juan County shall consider the Claim as being submitted by the Contractor on behalf of the Subcontractor. Under no circumstances shall any provision of these General Conditions or the Contract Documents be intended or construed so as to create any contractual relationship between San Juan County and any Subcontractor.
- (1) Upon such Claim being submitted, the Contractor shall fully cooperate with the Director, the person(s) evaluating the claim and any subsequent reviewing authority.

- (2) The Director shall not be obligated to consider any submission which is not in accordance with this Paragraph 7.8.2.
- (3) The Subcontractor may accompany the Contractor in participating with the Director, the person(s) evaluating the Claim and any subsequent reviewing authority regarding the Claim. The Director, the person(s) evaluating the Claim and any subsequent reviewing authority is not precluded from meeting with the Contractor separately, and it shall be the responsibility of the Contractor to keep the Subcontractor informed of any such meetings and matters discussed.
- (4) Notwithstanding any provision of this Article 7.8, a Subcontractor shall be entitled to pursue a payment bond claim.

7.8.3 TIME FOR FILING. The Claim must be filed in writing promptly with the Director, but in no case more than twenty-one (21) days after the decision is issued on the PRE under Paragraph 7.7.8 or no more than twenty-one (21) days after the thirty (30) day period under Paragraph 7.7.11 has expired with a decision not issued, whichever is later.

7.8.4 CONTENT REQUIREMENT. The written Claim shall include:

- (1) A description of the issues in dispute;
- (2) The basis for the Claim, including documentation and analysis required by the contract and applicable law and rules that allow for the proper determination of the Claim;
- (3) A detailed cost estimate for any amount sought, including copies of any related invoices; and
- (4) A specific identification of the relief sought.

7.8.5 EXTENSION OF TIME TO SUBMIT DOCUMENTATION. The time-period for submitting documentation and any analysis to support a Claim may be extended by the Director upon written request of the claimant showing just cause for such extension, which request must be included in the initial Claim submittal.

7.8.6 CONTRACTOR REQUIRED TO CONTINUE PERFORMANCE. Pending the final determination of the Claim, including any judicial review or appeal process, and unless otherwise agreed upon in writing by the Director, the Contractor shall proceed diligently with performance of the Contract and San Juan County shall continue to make payments in accordance with the Contract Documents.

7.8.7 AGREEMENT OF CLAIMANT ON METHOD AND PERSON(S) EVALUATING THE CLAIM. The Director shall first attempt to reach agreement with the claimant on the method and person(s) to evaluate the Claim. If such agreement cannot be made within fourteen (14) days of filing of the Claim, the Director shall select the method and person(s) to assist in resolving the dispute. The dispute resolution methods and person(s) may include any of the following:

- (1) A single expert and/or San Juan County Representatives qualified in the field that is the subject of the Claim;

- (2) An expert panel, consisting of members that are qualified in a field that is the subject of the Claim;
- (3) An arbitration process which may be binding if agreed to by the parties to the Claim;
- (4) A mediator; or
- (5) Any other method that best accomplishes dispute resolution.

7.8.8 THE EVALUATION PROCESS, TIMEFRAMES OF EVALUATOR(S), DIRECTOR'S DETERMINATION, ADMINISTRATIVE APPEAL TO THE BOARD OF SAN JUAN COUNTY COMMISSIONERS AND JUDICIAL REVIEW. The Claim shall be evaluated, the timeframe for specific events related to the person(s) evaluating the Claim, the Director's determination, any appeal to the Board of San Juan County Commissioners and any judicial review shall be subject to State of Utah Code.

7.8.9 APPEAL PROCESS PREREQUISITE FOR FURTHER CONSIDERATION OR JUDICIAL REVIEW. The administrative appeal to the Board of San Juan County Commissioners is a prerequisite for any further consideration by San Juan County, or to judicial review of the issue giving rise to the Claim. It shall be considered that the Contractor, or another party brought into the process by San Juan County, has not exhausted its administrative remedies if such an administrative appeal is not undertaken.

7.9 PAYMENT OF CLAIM.

- 7.9.1 When a stand-alone component of a Claim has received a final determination, and is no longer subject to review or appeal, that amount shall be paid in accordance with the payment provisions of the Contract Documents or judicial order.
- 7.9.2 When the entire Claim has received a final determination, and is no longer subject to review or appeal, the full amount shall be paid within fourteen (14) days of the date of the final determination unless the work or services has not been completed, in which case the amount shall be paid in accordance with the payment provisions of the Contract Documents to the point that the work or services is completed.
- 7.9.3 The final determination date is the earlier of the date upon which the claimant accepted the settlement in writing with an executed customary release document and waived its rights of appeal, or the expiration of the appeal period, with no appeal filed, or the determination made resulting from the final appeal.
- 7.9.4 Any final determination where San Juan County is to pay additional monies to the Contractor shall not be delayed by any appeal or request for judicial review by another party brought into the process by San Juan County as being liable.
- 7.9.5 Notwithstanding any other provision of the Contract Documents, payment of all or part of a Claim is subject to any set-off, claims or counterclaims of San Juan County.
- 7.9.6 Payment to the Contractor for a Subcontractor issue (Claim) deemed filed by the Contractor, shall be paid by the Contractor to the Subcontractor in accordance with the contract between the Contractor and the Subcontractor.
- 7.9.7 The execution of a customary release document related to any payment may be required as a

condition of making the payment.

7.10 ALLOCATION OF COSTS OF CLAIM RESOLUTION PROCESS.

7.10.1 In order to file a Claim, a claimant must pay a \$1,500 filing fee to San Juan County. When the Claim is a pass-through from a Subcontractor in accordance with Paragraph 7.7.5, the payment of the fee shall be made by the Subcontractor.

7.10.2 Unless otherwise agreed to by the parties to the Claim, the costs of resolving the Claim shall be allocated among the parties on the same proportionate basis as the determination of financial responsibility for the Claim.

7.10.3 The costs of resolving the Claim that are subject to allocation include the claimant's filing fee, the costs of any person(s) evaluating the Claim, the costs of making any required record of the process, and any additional testing or inspection procured to investigate and/or evaluate the Claim.

7.10.4 Each party is responsible for its own attorney fees.

7.11 ALTERNATIVE PROCEDURES. To the extent otherwise permitted by law, if all parties to a Claim agree in writing, a protocol for resolving a Claim may be used that differs from the process described in this Article 7.

7.12 IMPACT ON FUTURE SELECTIONS.

7.12.1 The presentation of a good faith and non-frivolous issue or Claim shall not be considered by the San Juan County's selection process for a future award of contract; and

7.12.2 The submission of a bad faith and frivolous issue or Claim, or the failure by a Contractor to facilitate resolution of a Claim, may be considered in the San Juan County's evaluation of performance.

7.13 REPORTS TO THE PACK CREEK WATER ASSOCIATION AND BOARD OF SAN JUAN COUNTY COMMISSIONERS. The San Juan County Project Manager may report on the claim to the Pack Creek Water Association and Board of San Juan County Commissioners.

7.14 SAN JUAN COUNTY'S RIGHT TO HAVE ISSUES, DISPUTES OR CLAIMS CONSIDERED. As stated in Articles 7.7 through 7.13 above do not limit the right of San Juan County to have any of its issues, disputes or claims considered. San Juan County reserves all rights to pursue its issues, disputes or claims in law or equity including, but not limited to, any or all of the following: damages, delay damages and impacts, losses, liability, patent or latent defects, or failure to perform under the Contract Documents. If the Director appoints an expert or a panel to consider any such issue(s), dispute(s) or claim(s) of San Juan County, the Contractor shall cooperate with such expert or panel process.

ARTICLE 8. PAYMENTS AND COMPLETION.

8.1 SCHEDULE OF VALUES. With the first Application for Payment, the Contractor shall submit to the A/E and the San Juan County Project Manager a schedule of values allocated to all the various portions of the Work. The Schedule of Values shall be submitted on the form approved and provided by San Juan County Project Manager as indicated in the Draw Request form. The A/E shall make recommendations to the San Juan County Project Manager regarding the Schedule of Values including any suggested modifications. When approved, including any approved modifications, by the San Juan County Project

Manager, it shall be the basis for future Contractor Applications for Payments. The Contractor shall not be entitled to payment until receipt and acceptance of the Schedule of Values.

8.2 APPLICATIONS FOR PAYMENT.

8.2.1 IN GENERAL. The following general requirements shall be met:

- (1) The Contractor shall submit to the A/E an itemized Application for Payment for Work completed in accordance with the schedule of values and that reflects retainage as provided for in the Contractor's Agreement. The Application for Payment shall be on a special Draw Request form approved and provided by San Juan County Project Manager.
- (2) Such application shall be supported by such data substantiating the Contractor's right to payment as the San Juan County Project Manager or A/E may require. Said data may include, but is not limited to, copies of requisitions from Subcontractors.
- (3) Such applications may include requests for payment pursuant to approved Change Orders or Construction Work Directives.
- (4) Such applications may not include requests for payment for portions of the Work performed by a subcontractor when the Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.
- (5) In executing the Application for Payment, the Contractor shall attest that subcontractors involved with prior applications for payment have been paid, unless the Contractor provides a detailed explanation why such payment may not have occurred. San Juan County reserves the right to require the Contractor to submit a payment waiver from one or more subcontractors.

8.2.2 PAYMENT FOR MATERIAL AND EQUIPMENT. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the San Juan County Project Manager and A/E, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to San Juan County to establish San Juan County's title to such materials and equipment or otherwise protect San Juan County's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. The San Juan County Project Manager may require copies of invoices or other suitable documentation.

8.2.3 WARRANTY OF TITLE. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the San Juan County Project Manager no later than the time for payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from San Juan County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the Work.

8.2.4 HOLDBACK OR RETAINAGE BY SAN JUAN COUNTY. Notwithstanding anything to the contrary contained in the Contract Documents, San Juan County may, as a result of the claims resolution process, withhold any payment to the Contractor hereunder if and for so long as the

Contractor fails to perform any of its obligations hereunder or otherwise is in default under any of the Contract Documents.

8.3 CERTIFICATES FOR PAYMENT.

8.3.1 ISSUED BY A/E. The A/E shall within five (5) days after receipt of the Contractor's Application for Payment, either issue to the San Juan County Project Manager a Certificate for Payment, with a copy to the Contractor, for such amount as the A/E determines due, or notify the Contractor and San Juan County Project Manager in writing of the A/E's reasons for withholding certification in whole or in part as provided in Paragraph 8.4.1. If the A/E fails to act within said five (5) day period, the Contractor may file the Application for Payment directly with the San Juan County Project Manager and San Juan County will thereafter have five (5) days from the date of the San Juan County Project Manager's receipt to resolve the amount to be paid and to pay the undisputed amount. The accuracy of the Contractor's Applications for Payment shall be Contractor's responsibility, not A/E's.

8.3.2 A/E'S REPRESENTATIONS. The A/E's issuance of a Certificate for Payment shall constitute a representation to San Juan County that to the best of the A/E's knowledge, information and belief, based upon the A/E's observations at the site, the data comprising the Application for Payment, and what is reasonably inferable from the observations and data, that the Work has progressed to the point indicated in the Application and that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the A/E. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the A/E has (a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the San Juan County Project Manager to substantiate the Contractor's right to payment, (d) ascertained how or for what purpose the Contractor used money previously paid on account of Contract Sum, or (e) any duty to make such inquiries.

8.4 DECISIONS TO WITHHOLD CERTIFICATION.

8.4.1 WHEN WITHHELD. The A/E may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect San Juan County, if in the A/E's judgment the representations to San Juan County required in Paragraph 8.3.2 above cannot be made. If the A/E is unable to certify payment in the amount of the Application, the A/E shall notify the Contractor and the San Juan County Project Manager as provided in Paragraph 8.3.1 above. If the Contractor and A/E cannot agree on a revised amount, the A/E shall promptly issue a Certificate for Payment for the amount to which the A/E makes such representations to San Juan County. The A/E may also decide not to certify payment or, because of subsequently discovered evidence or observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in the A/E's opinion to protect San Juan County from loss because of:

- (1) Defective Work not remedied;
- (2) Third party claims filed or reasonable evidence indicating probable filing of such claims;
- (3) Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

- (4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (5) Damage to San Juan County or another contractor;
- (6) Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- (7) Failure to carry out the Work in accordance with the Contract Documents.

8.4.2 CERTIFICATION ISSUED WHEN REASONS FOR WITHHOLDING REMOVED. When the reasons stated in Paragraph 8.4.1 for withholding certification are removed, certification will be made for such related amounts.

8.4.3 CONTINUE WORK EVEN IF CONTRACTOR DISPUTES A/E'S DETERMINATION. If the Contractor disputes any determination by the A/E or the result of the claims resolution process with regard to any Certification of Payment, the Contractor nevertheless shall expeditiously continue to prosecute the Work.

8.4.4 SAN JUAN COUNTY NOT IN BREACH. San Juan County shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents provided San Juan County's action or such withholding is consistent with the results of the dispute resolution process.

8.5 PROGRESS PAYMENTS.

8.5.1 IN GENERAL.

- (1) Except as provided in Paragraph 8.3.1, San Juan County shall pay any undisputed amount within thirty (30) days of the date that the application for payment was submitted to the A/E. In no event shall San Juan County be required to pay any disputed amount.

8.5.2 CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITY. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from San Juan County, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payment to its Subcontractors in a similar manner.

8.5.3 INFORMATION FURNISHED BY A/E OR SAN JUAN COUNTY TO SUBCONTRACTOR. The A/E or the San Juan County Project Manager shall, on request, furnish to the Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the A/E and San Juan County Project Manager on account of portions of the Work done by such Subcontractor.

8.5.4 SAN JUAN COUNTY AND A/E NOT LIABLE. Neither San Juan County nor San Juan County Representatives or A/E shall have an obligation to pay, monitor or enforce the payment of money to a Subcontractor, except to the extent as may otherwise be required by law.

8.5.5 CERTIFICATE, PAYMENT OR USE NOT ACCEPTANCE OF IMPROPER WORK. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project

by the San Juan County Project Manager shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

8.6 PAYMENT UPON SUBSTANTIAL COMPLETION. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the A/E, San Juan County shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. To the extent allowed by law, San Juan County may retain up to 200% of the fair market value of the work that has not been completed in accordance with the Contract Documents.

8.7 PARTIAL OCCUPANCY OR USE.

8.7.1 IN GENERAL. San Juan County and/or the Pack Creek Water Association or use any completed or partially completed portions of the Work at any stage when such portions is designated by separate agreement with the Contractor, and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the San Juan County Project Manager and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of the warranties required by the Contract Documents. When the Contractor considers a portion to be substantially complete, the Contractor shall prepare and submit a list to the A/E as previously provided for herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Contractor shall have continued responsibility to protect the site and the Work during such partial occupancy and shall be responsible for damage except to the extent caused solely by San Juan County, or the Pack Creek Water Association during such partial occupancy or use.

The stage of progress of the Work shall be determined by written agreement between San Juan County and Contractor.

8.7.2 INSPECTION. Immediately prior to such partial occupancy or use, the San Juan County Project Manager, San Juan County Representatives, Contractor and A/E shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

8.7.3 NOT CONSTITUTE ACCEPTANCE. Except to the extent it is agreed upon in writing by the San Juan County Project Manager, partial occupancy or use of a portion or portion of the Work shall not constitute acceptance of Work not complying with the requirement of the Contract Documents.

8.8 FINAL PAYMENT.

8.8.1 CERTIFICATE FOR PAYMENT. The A/E's final Certificate for Payment shall constitute a further representation that the conditions listed in Paragraph 8.8.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

8.8.2 CONDITIONS FOR FINAL PAYMENT. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the A/E the following to the extent required by the San Juan County Project Manager:

(1) An affidavit that payrolls, bills for material and equipment, and other indebtedness connected with the Work for which San Juan County's property might be responsible or

encumbered (less amounts withheld by San Juan County) have been paid or otherwise satisfied;

- (2) A current or additional certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice, by certified mail, return receipt requested, has been given to the San Juan County Project Manager;
- (3) A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- (4) If requested by surety in a timely manner or by San Juan County, consent of surety, to final payment;
- (5) Receipt of Record Drawings, Specifications, Addenda, Change Orders and other Modifications maintained at the site; the warranties, instructions, operation and maintenance manuals, if applicable, to be furnished by the Contract Documents;
- (6) Other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by San Juan County. If a Subcontractor refuses to furnish a release or waiver required by San Juan County, San Juan County may require consent of Surety to the final payment. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, the Contractor shall refund to the San Juan County all money that San Juan County may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees; and
- (7) A written statement demonstrating how the Contractor will distribute interest earned on retention to Subcontractors as required by Section 13.8.5, U.C.A.

8.8.3 WAIVER OF CLAIMS: FINAL PAYMENT. The making of final payment shall constitute a waiver of Claims by San Juan County except those arising from:

- (1) Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- (2) Failure of the Work to comply with the requirements of the Contract Documents;
- (3) Terms of warranties required by the Contract Documents; or
- (4) The one-year guaranty period and any corrected Work.

8.8.4 DELAYS NOT CONTRACTOR'S FAULT. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, San Juan County shall, upon application by the Contractor and certification by the A/E, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. Unless otherwise stated by the San Juan County Project Manager in writing, the making of final payment shall constitute a waiver of claims by San Juan County as provided in Paragraph 8.8.3 for that portion of that Work fully completed and accepted San Juan County.

8.8.5 WAIVER BY ACCEPTING FINAL PAYMENT. Acceptance of final payment by the

Contractor or a Subcontractor shall constitute a waiver of Claims by that payee except those Claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Paragraph 8.8.3.

ARTICLE 9. TESTS AND INSPECTIONS, SUBSTANTIAL AND FINAL COMPLETION, UNCOVERING, CORRECTION OF WORK AND GUARANTY PERIOD.

9.1 TESTS AND INSPECTIONS.

- 9.1.1 IN GENERAL. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, resolutions or orders of public authorities having jurisdiction shall be made at an appropriate time. If any of the Work is required to be inspected or approved by the authorities having jurisdiction or public authority, the Contractor shall, at least two working days prior to the time of the desired inspection, and following the procedures established by that authority, request such inspection or approval to be performed. The Contractor shall give the A/E timely notice of when and where tests and inspections are to be made so that the A/E may observe such procedures.
- 9.1.2 NONCONFORMING WORK. If such procedures for testing, inspection or approval under Paragraph 9.1.1 reveal failure of portions of the Work to comply with the requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for San Juan County's expenses, including the cost of retesting for verification of compliance if necessary, until the authorities having jurisdiction accepts the Work in question as complying with the requirements of the Contract Documents.
- 9.1.3 CERTIFICATES. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the A/E.
- 9.1.4 A/E OBSERVING. If the A/E is to observe tests, inspections or approvals required by the Contract Documents, the A/E shall do so with reasonable promptness and, where practicable, at the normal place of testing.
- 9.1.5 PROMPTNESS. Tests, inspections and arrangements for approvals conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

9.2 INSPECTIONS: SUBSTANTIAL AND FINAL.

- 9.2.1 SUBSTANTIAL COMPLETION INSPECTION. Prior to requesting a substantial completion inspection, the Contractor shall prepare a comprehensive initial punchlist, including unresolved items from prior inspections, for review by the San Juan County Project Manager and A/E to determine if the Project is ready for a substantial completion inspection. If the San Juan County Project Manager determines that the initial punchlist indicates that the Project is not substantially complete, the initial punchlist will be returned to the Contractor with written comments. If the San Juan County Project Manager determines that the initial punchlist indicates that the Project may be substantially complete, the A/E shall promptly organize and perform a Substantial Completion inspection in the presence of the San Juan County Project Manager, San Juan County Representatives and all appropriate authorities.

- (1) If the A/E reasonably determines that the initial punchlist prepared by the Contractor substantially understates the amount of the Work remaining to be completed and the Project

is not substantially complete, the A/E shall report this promptly to the San Juan County Project Manager, and upon concurrence of the San Juan County Project Manager, the Contractor will be assessed the costs of the inspection and punchlist preparation incurred by the A/E and San Juan County.

- (2) When the Work or designated portion thereof is Substantially Complete, the A/E shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion; shall establish responsibilities of San Juan County and Contractor for security, maintenance, heat, utilities, damage to the work and insurance; and shall fix the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. The Certificate of Substantial Completion shall require approval by the San Juan County Project Manager and San Juan County Representatives. If there is a punchlist, the Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on the punchlist does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- (3) Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof except to the extent as provided otherwise in the Contract Documents or if such warranty is related to an item where the work is not complete. Such warranty documents shall state the length of the warranty, which must comply with the Contract Documents. The warranty period will be based in accordance with the provisions set forth in 78B-2-225(3)(a) of the Utah Code, as amended. In accordance with Utah Code, warranty of real property improvements within 6 years of the date of completion of the improvement...
- (4) The Certificate of Substantial Completion shall be submitted by the A/E to the San Juan County Project Manager and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.
- (5) Except to the extent the San Juan County Project Manager and San Juan County Representatives otherwise approves in advance and in writing, the Contractor shall submit the following documents in order to achieve Substantial Completion: written warranties, guarantees, operation and maintenance manuals, training videos of mechanical equipment and all complete as-built drawings. The Contractor must also provide or obtain any required approvals for occupancy. The Contractor is responsible for the guaranty of all Work, whether performed by it or by its Subcontractors at any tier.

9.2.2 FINAL COMPLETION INSPECTION. Prior to requesting a final inspection, the Contractor shall verify all punchlist items are corrected/completed. Once all punchlist items are corrected/completed the Contractor shall notify the San Juan County Project Manager and request a final inspection. San Juan County shall notify the A/E and perform a final inspection. Two final inspections may be allowed due to required weather changes or conditions present required completing some items. When all punchlist items are completed a final pay request will be provided by the Contractor, authorized by the A/E and processed by San Juan County.

9.3 UNCOVERING OF WORK.

9.3.1 UNCOVER UNINSPECTED WORK. Except as provided in Paragraph 9.3.3, if a portion of the Work is covered prior to an Inspector's approval to proceed, it must, be uncovered for the Inspector's inspection and be replaced at the Contractor's expense without change in the Contract Time.

9.3.2 OBSERVATION PRIOR TO COVERING. Except as provided in Paragraph 9.3.3, if the San

Juan County Project Manager or the A/E has requested in writing to observe conditions prior to any Work being covered or if such observation is specified in the Contract Documents, and the Work is covered without such observation, the Contractor shall be required to uncover and appropriately replace the Work at the Contractor's expense without change in the Contract Time. If the Contractor requests an inspection by the authority having jurisdiction, the San Juan County Project Manager, A/E, or San Juan County Commissioning Agent, including any inspector of each, does not appear, the Contractor shall immediately notify the San Juan County Project Manager of such lack of appearance, but shall not cover the Work without such inspection.

9.4 CORRECTION OF WORK AND GUARANTY PERIOD.

- 9.4.1 **CONTRACTOR CORRECTS THE WORK.** The Contractor shall correct Work rejected by the A/E, San Juan County Commissioning Agent, Inspector or San Juan County Project Manager, or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for the A/E's and Inspector's services and expenses made necessary thereby.
- 9.4.2 **GUARANTY AND CORRECTION AFTER SUBSTANTIAL COMPLETION.** If within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.2.1 or by terms of an applicable special warranty or guaranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, including failure to perform for its intended purpose, the Contractor shall correct it promptly after receipt of written notice from the San Juan County Project Manager to do so unless San Juan County has previously given the Contractor a written acceptance of such condition. The period of one year shall be extended with respect to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation of the Contractor under this Paragraph 9.4.2 shall be operative notwithstanding the acceptance of the Work under the Contract, the final certificate of payment, partial or total occupancy and/or termination of the Contract. The San Juan County Project Manager shall give notice of observed defects with reasonable promptness; however, failure to give such notice shall not relieve the Contractor of its obligation to correct the Work at the cost that the Contractor would have incurred if the San Juan County Project Manager did so report with reasonable promptness. All corrected Work shall be subject to a one-year guaranty period the same in all respects as the original Work, except that such guaranty period shall commence from the time of Substantial Completion of the corrected Work. This guaranty period does not affect San Juan County's right to pursue any available remedies against Contractor or issues with workmanship in accordance with Utah Code.
- 9.4.3 **REMOVAL OF WORK.**
- (1) The Contractor shall promptly remove from the premises all Work that the San Juan County Project Manager and/or the A/E determines as being in nonconformance with the Contract Documents, whether incorporated or not.
 - (2) The Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to San Juan County.
 - (3) The Contractor shall bear the expense of correcting destroyed or damaged construction, whether completed or partially completed, of San Juan County or of other contractors

destroyed or damaged by such removal or replacement.

- (4) If the Contractor does not remove such rejected Work within a reasonable time, fixed by written notice, San Juan County may have the materials removed and stored at the expense of the Contractor.
- (5) If the Contractor does not correct the nonconforming Work within a reasonable time, fixed by written notice, San Juan County may correct it in accordance with Paragraph 12.2.2 of these General Conditions.

9.4.4 NOT LIMIT OTHER OBLIGATIONS. Nothing contained in this Article 9.4 shall be construed to establish a period of limitation with respect to other obligations which the Contractor may have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 9.4.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

9.5 ADDITIONAL WARRANTIES.

9.5.1 IN GENERAL. In addition to any other provisions of this Article 9, the following warranties shall apply:

- (1) The Contractor warrants to San Juan County that materials and equipment furnished under the Contract will be of good quality and new, except to the extent otherwise required or expressly permitted by the Contract Documents.
- (2) The Contractor also warrants to San Juan County that the Work will be free from defects not inherent in the quality required or permitted and that the Work will conform with the requirements of the Contract Documents. Work not conforming to said requirements, including substitutions not properly approved and authorized, may be considered defective at San Juan County's option.

9.5.2 EXCLUSION. Unless due to the negligent or intentional act or omission of the Contractor or those under the Contractor's control, or as otherwise stated in the Contract Documents, the Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

9.5.3 FURNISH EVIDENCE ON REQUEST. If requested by the A/E or the San Juan County Project Manager, the Contractor shall furnish satisfactory evidence as to the type and quality of materials and equipment.

9.6 ACCEPTANCE OF NONCONFORMING WORK. If the San Juan County Project Manager prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the San Juan County Project Manager may do so in writing instead of requiring its removal and correction, in which case the Contract Sum shall be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 10. INSURANCE AND BONDS.

10.1 LIABILITY INSURANCE.

10.1.1 IN GENERAL. To protect against liability, loss and/or expense arising from damage to property or injury or death of any person or persons incurred in any way out of, in connection with or resulting from the Work provided hereunder, Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, the following insurance from insurance companies authorized to do business in the State of Utah in a form and content satisfactory to San Juan County and rated "A-" or better with a financial size category of (a) Class X or larger where the Contract Sum is \$1,000,000 or greater or (b) Class VII or larger where the Contract Sum is under \$1,000,000. Said rating and financial size category shall be as published by A.M. Best Company at the time the Contract is executed.

- (1) Workers' Compensation Insurance and Employers' Liability Insurance. Worker's Compensation Insurance shall cover full liability under the Worker's Compensation Laws of the jurisdiction in which the Project is located at the statutory limits required by said jurisdiction's laws. Employer's Liability Insurance shall provide the following limits of liability: \$100,000 for each accident; \$500,000 for Disease-Policy Limit; and \$100,000 for Disease-Each Employee. The Contractor shall require all Subcontractors to take and maintain similar policies of Workers' Compensation Insurance.
- (2) Commercial General Liability Insurance.
 - a. Commercial General Liability Insurance, on an "occurrence basis," including insurance for operations, independent contractors, subcontractors at any tier, products/completed operations and contractual liability specifically designating the Indemnity provisions of these General Conditions as an insured contract on the Certificate of Insurance. Such Commercial General Liability Insurance must be endorsed with a Broad Form Property Damage Endorsement (including Completed Operations) and afford coverage for explosion, collapse and underground hazards. Such Commercial General Liability Insurance shall be in limits not less than the following: \$2,000,000 General Aggregate, plus:
 - i. if the Construction Value is \$1,250,000 or more, an additional \$1,000,000 umbrella policy (which covers aggregate and per occurrence) is required; and
 - ii. \$100,000 Damage to Rented Premises
 - iii. \$10,000 Medical Expense (any one person)
 - iv. \$2,000,000 Products-Completed Operations Aggregate
 - v. \$2,000,000 Personal and Advertising Injury
 - vi. \$4,000,000 General Aggregate
 - vii. \$2,000 Products-Comp/Op Aggregate
 - b. For purposes of this subparagraph 2(a), Construction Value means:
 - i. the Contract Sum if the work is being performed under a Standard Construction Contractor's Agreement;
 - ii. the Fixed Limit of Construction Costs if the work is being performed under a Construction Manager/General Contractor Agreement; or
 - iii. the Guaranteed Fixed contract Amount if the work is to be performed under a Design/Build Agreement.
- (3) Automobile liability insurance for claims arising from the ownership, maintenance, or use

of a motor vehicle. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the Work, with the following minimum limits of liability: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Per Occurrence.

- (4) Unless otherwise provided by the procurement documents, the insurance requirements in 10.1.1(1) through (3) above do not apply to subcontractors or suppliers at any tier under the Contractor and any insurance requirements of subcontractors and suppliers at any tier is a matter between the General Contractor and such subcontractor or supplier.

10.1.2 CONFIGURATIONS. Any policy required by this Article may be arranged under a single policy for the full limit required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

10.1.3 CONTRACTOR LIABILITY. Irrespective of the requirements as to insurance to be carried by Contractor as provided herein; insolvency, bankruptcy or failure of any insurance company to pay all claims accruing, shall not be held to relieve Contractor of any obligations hereunder.

10.1.4 CERTIFICATE, NOTICE REQUIREMENTS. Before the Contract Agreement is executed, certificates evidencing coverages as specified above are in effect, shall be furnished to the San Juan County Project Manager. Such insurance certificates shall contain provisions that no cancellation, material change therein, or non-renewal shall become effective except upon thirty (30) days prior written notice to the San Juan County Project Manager as evidenced by return receipt, certified mail sent to San Juan County. The Contractor shall notify San Juan County within thirty (30) days of any claims(s) against the Contractor, and if such claim(s) exceed 20% of the applicable required insured limits, San Juan County may require the Contractor to re-instate the policy to provide full protection at the original limits. In the event that County terminates this Contract because Contractor either fails to timely provide County with a Valid Certificate of Liability Insurance or Contractor fails to have the insurance as required herein, the Parties agree that Contractor shall, notwithstanding any other provision of this Contract, not be entitled to any further compensation from County, and Contractor shall be fully liable for any and all costs, defense costs, expenses, damages, or otherwise that County incurs to complete this Contract or otherwise. All insurance policies provided shall be primary and non-contributing with, and not in excess of, any other insurance or self-insurance available to San Juan County. San Juan County

10.1.5 DEDUCTIBLE LIABILITY. Any and all deductibles in the above-described policies shall be assumed by, for the account of, and at sole risk of Contractor. The allowable deductible for any of the policies required by these General Conditions shall be no more than \$1,000 or 0.1 percent of the Contract Amount, whichever is greater. When there is an FLCC, the FLCC shall be the Contract Amount for purposes of calculating the allowable deductible.

10.1.6 ADDITIONAL REQUIREMENTS:

- (1) Any type of insurance or any increase of limits of liability not described in this Agreement which the Contractor requires for its own protection or on account of any statute, rule or regulation, shall be its own responsibility and at its own expense.
- (2) The carrying of any insurance required by this Agreement shall in no way be interpreted as relieving the Contractor or Subcontractors of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation or order.
- (3) Contractor shall not violate or knowingly permit to be violated any of the provisions of the

policies on insurance required under these General Conditions.

- 10.2 PERFORMANCE BOND AND PAYMENT BOND. The Contractor shall submit and maintain in full force and effect as required by law and the Contract Documents, at its own expense, on forms provided by the Department of Facilities Management in the Bidding Packet and include as part of the quoted total all costs involved in securing and furnishing, the bonds listed below, based on the completed cost of the Contract and effective upon execution of the Contract. Said bonds shall be from surety companies which are authorized to do business in the State of Utah, listed in the U. S. Department of Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, and acting within the limitation listed therein.
- 10.2.1 A full 100 percent performance bond covering the faithful execution of the Contract in accordance with the Contract Documents; and
- 10.2.2 A full 100 percent payment bond covering payment of all obligations arising under the Contract Documents, for the protection of each person supplying labor, service, equipment, or material for the performance of the Work.
- 10.2.3 Any required insurance required under the U.S. Terrorism Risk Insurance Act of 2002, any similar applicable law, or as such Act may be amended.

ARTICLE 11. MISCELLANEOUS PROVISIONS.

- 11.1 A/E'S RESPONSIBILITIES. These General Conditions are not intended to provide an exhaustive or complete list of the A/E's responsibilities. A separate agreement between San Juan County and A/E exists and includes additional Design responsibilities.
- 11.2 SUCCESSORS AND ASSIGNS. San Juan County and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract without the prior written consent of the San Juan County, nor shall the Contractor assign any amount due or to become due as well as any rights under the Contract, without prior written consent of San Juan County.
- 11.3 WRITTEN NOTICE.
- 11.3.1 PERSONAL DELIVERY AND REGISTERED OR CERTIFIED MAIL. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail, return receipt requested, to the last business address known to the party giving notice.
- 11.3.2 ELECTRONIC MAIL. Notwithstanding any other provision of these General Conditions, written notice shall also be deemed to have been duly served by verified use of electronic mail or email by using the known and operative email address of the San Juan County Project Manager. Service by use of email is encouraged when timely notice will benefit San Juan County, A/E or Contractor. Notice shall be considered complete and verified upon the sending and an email, if on the same day notice is also sent by registered or certified mail, return receipt requested, to the last business address known to the party giving notice, or to San Juan County.
- 11.4 RIGHTS AND REMEDIES.

11.4.1 NOT LIMIT. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

11.4.2 NOT WAIVER. Except as expressly provided elsewhere in the Contract Documents, no action or failure to act by San Juan County, A/E or Contractor shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval or acquiescence in a breach thereunder, except as any of the above may be specifically agreed to in writing. In no case shall the Contractor or any Subcontractors be entitled to rely upon any waiver of any of these General Conditions unless agreed to in writing by San Juan County.

11.5 COMMENCEMENT OF STATUTORY LIMITATION PERIOD.

11.5.1 BEFORE SUBSTANTIAL COMPLETION. Except as provided in 11.5.4 below, as to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

11.5.2 BETWEEN SUBSTANTIAL COMPLETION AND FINAL CERTIFICATION FOR PAYMENT. Except as provided in Paragraph 11.5.4 below, as to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certification for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certification for Payment.

11.5.3 AFTER FINAL CERTIFICATION FOR PAYMENT. Except as provided in Paragraph 11.5.4 below, as to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any guaranty provided under Article 9 the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 9.4.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or San Juan County, whichever occurs last.

11.5.4 EXCEPTION. Notwithstanding any other provision of this Article 11.5 to the contrary, no applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract Documents, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by San Juan County until after the date which, but for this Paragraph 11.5.4, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by San Juan County.

11.6 NOT DISCRIMINATE, NO SEXUAL HARASSMENT. Pursuant to the laws of the State of Utah, the Contractor, Subcontractors, or anyone for whose act any of them may be liable, will take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, ancestry or national origin. Contractor, Subcontractors, or anyone for whose act any of them may be liable, shall not act in any manner as would violate the laws, regulations and policies of the United States or the State of Utah prohibiting sexual harassment.

11.7 APPLICABLE LAWS. The applicable laws and regulations of the State of Utah, as well as any

applicable local laws and regulations not superseded or exempted by State law, shall govern the execution of the Work embodied in the Contract Documents as well as the interpretation of the Contract Documents.

- 11.8 INTERPRETATION. In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact that a modification or an article is absent from the statement and appears in another is not intended to affect the interpretation of either statement.
- 11.9 VENUE. In case of any dispute, which may arise under the Contract Documents, the place of venue shall be in the County of San Juan, Utah, unless otherwise agreed to by all the parties in writing.
- 11.10 SEVERABILITY. The invalidity of any part, paragraph, subparagraph, phase, provision or aspect of the Contract documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.
- 11.11 CONSTRUCTION OF WORDS. Unless otherwise stated in the Contract Documents, words, which have well-known technical or construction industry meanings, shall be construed as having such recognized meanings. Unless the context requires otherwise, all other technical words shall be construed in accordance with the meaning normally established by the particular, applicable profession or industry. All other words, unless the context requires otherwise, shall be construed with an ordinary, plain meaning.
- 11.12 NO THIRD-PARTY RIGHTS. These General Conditions create rights and duties only as between San Juan County and Contractor, and San Juan County and A/E. Nothing contained herein shall be deemed as creating third party beneficiary contract rights or other actionable rights or duties as between Contractor and A/E, or as between San Juan County, Contractor, or A/E on the one hand, and any other person or entity.

ARTICLE 12. TERMINATION OR SUSPENSION OF THE CONTRACT.

12.1 TERMINATION BY CONTRACTOR.

12.1.1 IN GENERAL. If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons performing portions of the Work under contract with any of the above, the Contractor, may terminate the Contract in accordance with 12.1.2 herein below for any of the following reasons:

- (1) Because San Juan County has persistently failed to fulfill fundamental San Juan County's obligations under the Contract Documents with respect to matters important to the progress of the Work;
- (2) Issuance of an order of a court or other public authority having jurisdiction which necessitates such termination, except that where the Contractor has standing, the Contractor must cooperate in efforts to stay and/or appeal such order;
- (3) An act of government, such as a declaration of national emergency, making material unavailable; or
- (4) Unavoidable casualties or other similar causes as listed in Paragraph 12.2.2(2) herein below.

12.1.2 NOTICE. If one of the reasons for termination in Paragraph 12.1.1 hereinabove exist, the

Contractor may, upon ten (10) additional days' written notice to San Juan County and A/E, and such condition giving cause for termination still not cured, terminate the Contract and recover from San Juan County payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages associated only with work completed prior to the notice of termination.

12.2 TERMINATION BY SAN JUAN COUNTY FOR CAUSE.

12.2.1 IN GENERAL. San Juan County Representatives or Designee may terminate the Contract if the Contractor fails to cure any of the following within a period of ten (10) days (or longer if San Juan County so approves in writing) after receipt of notice from San Juan County specifying the cause for termination:

- (1) The Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (2) The Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- (3) The Contractor persistently disregards laws, ordinances, or rules, regulations, resolutions or orders of a public authority having jurisdiction; or
- (4) The Contractor fails to perform the Work within the time specified in the Contract Documents or any authorized extension thereof or the Contractor fails to make progress with the Work as to endanger such compliance;
- (5) The Contractor fails to perform the Work or is otherwise in breach of a material provision of the Contract Documents;
- (6) The Contractor fails to respond promptly to the financial responsibility inquiry under the Contractor's Agreement;
- (7) As permissible by law for a reason to terminate, the Contractor is adjudged bankrupt;
- (8) As permissible by law for a reason to terminate, the Contractor should make a general assignment for the benefit to creditors;
- (9) As permissible by law for a reason to terminate, the Contractor should have a receiver appointed on account of the Contractor's insolvency; or
- (10) The Contractor fails to follow the material safety requirements and precautions either as expressly provided in the Contract Documents or as consistent with the customary practices in the industry.

12.2.2 SAN JUAN COUNTY'S RIGHT TO CARRY OUT THE WORK.

- (1) If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period (or longer if approved by the San Juan County in writing) after receipt of written notice from San Juan County to cure such default or neglect, the San Juan County may without prejudice to other remedies San Juan County may have, correct such deficiencies, including taking over the Work and

prosecuting the same to completion, by contract or otherwise, and may take possession of, and utilize in completing the Work, such materials, appliances, and facilities as may be on the site of the Work as well as the site as necessary for its proper completion. In such case, San Juan County shall offset from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the A/E, San Juan County's Representatives and other staff and legal counsel's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to San Juan County. The Contractor shall continue performance of the Contract to the extent not terminated.

- (2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor or anyone for whom the Contractor may be liable. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of San Juan County, the State of Utah or federal government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor or anyone for whom the Contractor may be liable. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them or anyone for whom either may be liable, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery or completion schedule.

12.2.3 ITEMS REQUIRED TO BE TRANSFERRED OR DELIVERED. San Juan County may require the Contractor to transfer title and deliver to San Juan County, in the manner and to the extent directed by the Director of Facilities Management:

- (1) Any completed portion of the Work; and
- (2) Any partially completed portion of the Work and any parts, tools, dies, jigs, fixtures, drawings, information, and contract rights (hereinafter called "construction materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of San Juan County, protect and preserve property in the possession of the Contractor in which San Juan County has an interest.

12.2.4 PAYMENT. When San Juan County terminates the Contract for one or more of the reasons stated in Paragraph 12.2.1, San Juan County may withhold payment and/or pursue all available remedies.

12.2.5 SAN JUAN COUNTY PROTECTION IF LIENABLE. When the subject property is lienable, San Juan County may withhold from amounts otherwise due the Contractor for such completed Work or construction materials such sum as San Juan County determines to be necessary to protect San Juan County against loss because of outstanding liens or claims for former lien holders. Not all properties are owned by San Juan County and therefore cannot be lienable.

12.2.6 CREDITS AND DEFICITS. If the unpaid balance of the Contract Sum exceeds the full cost of finishing the Work, including compensation for the A/E's services and expenses made necessary

thereby, such excess shall be paid to the Contractor. If such cost exceeds the unpaid balance, the Contractor shall pay the difference to San Juan County this obligation for payment shall survive the termination of the Contract.

12.2.7 IF THE CONTRACTOR FOUND NOT IN DEFAULT OR EXCUSABLE. If, after notice of termination of the Contract under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the default was excusable under the provisions of this Article, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience provisions.

12.2.8 RIGHTS AND REMEDIES NOT EXCLUSIVE. The rights and remedies of San Juan County provided in this Article 12.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12.3 SUSPENSION, DELAY OR INTERRUPTION OF WORK BY SAN JUAN COUNTY FOR CONVENIENCE.

12.3.1 BY SAN JUAN COUNTY IN WRITING. San Juan County may in writing and without cause, order the Contractor to suspend, delay or interrupt the Work in whole or in part for such period of time as San Juan County may determine to be appropriate for the convenience of San Juan County.

12.3.2 TIME PERIOD FOR CLAIMS. Any PRE by the Contractor for adjustment under this Article 12.3 must be asserted by the Contractor, in writing, within twenty-one (21) days from the date of termination of such suspension, delay or interruption; provided that San Juan County may, in its sole discretion, receive and act upon any such PRE asserted at any time prior to final payment under this Contract.

12.3.3 ADJUSTMENTS. Any adjustment in Contract Sum and Time shall be in accordance with Articles 3, 4, and 7.

12.4 TERMINATION FOR CONVENIENCE OF SAN JUAN COUNTY.

12.4.1 IN GENERAL. The performance of Work under this Contract may be terminated by San Juan County in accordance with this Article 12.4 in whole, or from time to time, in part, whenever San Juan County shall determine that such termination is in the best interest of San Juan County or any person for whom San Juan County is acting under this Contract. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

12.4.2 CONTRACTOR OBLIGATIONS. After receipt of a notice of termination, and except as otherwise directed by San Juan County in writing, the Contractor shall:

- (1) Stop work under the Contract on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;
- (3) Terminate all orders and subcontracts to the extent that they relate to performance of Work

terminated by the notice of termination;

- (4) Assign to the San Juan County in the manner, at the times, and to the extent directed by San Juan County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case San Juan County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of San Juan County, which approval or ratification shall be final for all the purposes of this Article 12.4;
- (6) Transfer title and deliver to San Juan County in the manner, at the times, and to the extent, if any, directed by the San Juan County:
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the notice of termination; and
 - b. The completed or partially completed drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to San Juan County;
- (7) Use best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by San Juan County, any property of the types referred to in Paragraph 12.4.2(6) above; provided, however, that the Contractor:
 - a. Shall not be required to extend credit to any purchaser; and
 - b. May acquire any such property under the conditions prescribed by and at a price or prices approved by San Juan County; and provided further that the proceeds of any such transfer of or disposition shall be applied in reduction of any payments to be made by San Juan County to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as San Juan County may direct;
- (8) Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
- (9) Take such action as may be necessary, or as San Juan County may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor in which San Juan County has or may acquire an interest.

12.4.3 **TERMINATION CLAIM.** After receipt of a notice of termination, the Contractor may submit to the San Juan County a PRE, in the form and with certification prescribed by the San Juan County Project Manager. Such PRE shall be submitted promptly but in no event not later than sixty (60) days from the effective date of termination.

12.4.4 **AGREED UPON PAYMENT.** Subject to the provisions of Paragraph 12.4.3 above, the Contractor and San Juan County may agree upon the amount to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this Article 12.4.

12.4.5 **PAYMENT NOT AGREED UPON.** In the event of the failure of the Contractor and San Juan

County to agree, as provided in Paragraph 12.4.4, upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this Article 12.4, San Juan County shall pay to the Contractor the amounts determined by San Juan County as follows, but without duplication of any amounts agreed upon in accordance with Paragraph 12.4.4:

- (1) With respect to all Contract Work performed prior to effective date of the notice of termination, the total (without duplication of any items) of:
 - a. The cost of such Work including undisputed Claim amounts;
 - b. The cost of terminating, settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Paragraph 12.4.2(5) above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by Subcontractors prior to the effective date of the notice of termination under this Contract, which amounts shall be included in the cost on account of which payment is made under Paragraph 12.4.5(1)(a) above;
 - c. A sum, as overhead and profit on Paragraph 12.4.5(1)(a) above, determined by the San Juan County Project Manager to be fair and reasonable;
 - d. The reasonable cost of the preservation and protection of property incurred pursuant to Paragraph 12.4.2(9); and any other reasonable cost incidental to termination of Work under this Contract, including expenses incidental to the determination of the amount due to the Contractor as the result of the termination of Work under this Contract.
- (2) The total sum to be paid to the Contractor under Paragraph 12.4.5(1) above shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that San Juan County shall have otherwise expressly assumed the risk of loss in writing, there shall be excluded from the amounts payable to the Contractor under Paragraph 12.4.5(1) above, the fair value of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to San Juan County, or to a buyer pursuant to Paragraph 12.4.2(7).

12.4.6 DEDUCTIONS. In arriving at the amount due the Contractor under this Article 12.4, there shall be deducted:

- (1) All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract;
- (2) Any Claim which San Juan County may have against the Contractor in connection with this Contract; and
- (3) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this Article 13.4, and not otherwise recovered by or credited to San Juan County.

12.4.7 PARTIAL TERMINATION. If the termination is partial, the Contractor may file with San Juan County a PRE for the amounts specified in the Contract relating to the continued portion of the Contract and such equitable adjustment as may be agreed upon shall be made in such amounts. Any PRE under this Paragraph 12.4.7 must be filed within twenty-one (21) days from the effective date of the notice of termination.

12.4.8 PARTIAL PAYMENTS. San Juan County may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Contract whenever, in the opinion of the San Juan County Project Manager the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article 12.4, such excess shall be payable by the Contractor to San Juan County upon demand, together with interest at a rate equal to the average 6 month LIBOR rate for the period until the date such excess is repaid to San Juan County; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor’s claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by San Juan County by reason of the circumstances.

12.4.9 PRESERVE AND MAKE AVAILABLE RECORDS. Unless otherwise provided for in this Contract, or by applicable law, the Contractor shall, from the effective date of termination until the expiration of three years after final settlement under this Contract, preserve and make available to San Juan County at all reasonable times at the office of the Contractor, but without direct charge to the San Juan County, all books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated hereunder, or, to the extent approved by San Juan County Representatives, photographs, micrographs, or other authentic reproductions thereof.

12.5 SAN JUAN COUNTY’S RIGHT TO STOP THE WORK. If the Contractor fails to correct Work or fails to carry out Work, as required by the Contract Documents or fails to comply with all required and customary safety precautions; San Juan County, by written order signed personally or by the Director of Facilities Management an agent specifically so empowered by the San Juan County in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of San Juan County to stop the Work shall not give rise to a duty on the part of San Juan County to exercise this right for the benefit of the Contractor or any other person or entity.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, each of which will be deemed an original, on the ____ day of _____, 2024.

SAN JUAN COUNTY

By: _____
Jamie Harvey, Chairman
San Juan County Board of County Commissioners

ATTEST:

Lyman Duncan
San Juan County Clerk/Auditor

CONTRACTOR

By: _____

Title: _____

Contract Document No. : 13

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

Item 13.

Approved as to legal form and compatibility with state law.

Mitchell Maughan
San Juan County Attorney's Office
Date:

Contract Document No. : 8

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

SUPPLEMENTAL CONDITIONS

The following provisions and conditions supplement and may also modify or delete the designated conditions and provisions of the *Contract Documents* listed as follows:

NONE.

PERFORMANCE BOND

Surety Bond No. _____

Principal (Contractor)

Surety

The Principal and Surety, a surety company authorized to do business in the State of Utah, do hereby obligate and bind themselves, jointly and severally, to San Juan County, which shall be called the "Owner" in this Performance Bond, in the amount of \$_____, for the faithful performance of the terms and conditions of the *San Juan County Project Contract* and any amendments of change orders to it for the Project and agree to pay each claimant supplying labor, services, equipment, or material for the performance of the terms and conditions of the *San Juan County Project Contract* between San Juan County and Redoubt Restoration, Inc. for the Project which is designated as the San Juan County Project: San Juan County Pack Creek Emergency Watershed Protection Projects and related services at the San Juan County Pack Creek Area (the "Contract") and any amendments or change orders to it, subject to the following terms and conditions, pursuant to the provisions of Section 63G-6a-1103, *Utah Code Annotated*, and other applicable law:

1. **Contract.** San Juan County made and entered into the Contract dated May 21, 2024, for the contract amount of \$_____, and that Contract, together with any amendments, modifications, work directives and authorizations, or change orders thereto, is incorporated into this Performance Bond by reference.
2. **Effective Date of Bond.** This Performance Bond is effective as of the date that the Contract was executed by all of the Parties.
3. **Condition of Performance Bond.** If the Principal shall faithfully perform all of the terms and conditions of the Contract, and any modifications to it, including any amendments, change orders, or work directives and authorizations; if the Principal shall for a period of one year from the date of the issuance of a certificate of substantial completion of the Contract acceptance by the Owner, replace and remedy any and all defects or deficiencies resulting from workmanship or materials; and if Surety shall comply with its obligations under this Performance Bond, then this obligation shall be deemed void; otherwise, it shall remain in full force and effect.
4. **Purpose.** This Performance Bond is executed in accordance with and for the purpose of complying with Section 63G-6a-1103, *Utah Code Annotated*, and for the protection of the Owner from all defaults of the Principal and all defects and deficiencies in construction, equipment, and materials, by Principal with respect to the above-designated Project.

Contract Document No. : 9

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

5. Default by Principal. In the event of any default by the Principal in the performance of the Contract, including, but not limited to, any defect or deficiency in the services of the Principal under this Performance Bond which has become known during the term of this Performance Bond, and if the Owner has given notice of such default, defect, or deficiency, to the Principal or Surety and the Principal remains in default or any defects or deficiencies have not been remedied within a reasonable time of that notice, not to exceed fifteen days, the Surety shall either:

- a. Arrange for the Principal, with the consent of the Owner, to correct such default, defect, or deficiency and complete the Contract; or
- b. Undertake to perform and complete the Contract itself or through its agents or independent contractors.

6. Obligation of Surety. To the limit of this Performance Bond, the Surety is obligated in the event of a default by the Principal for:

- a. The responsibilities of the Principal for the correction of any defect or deficiency and the performance and completion of the Contract;
- b. Additional legal, design, professional, and delay costs resulting from the default, deficiency, or delay of the Principal and any failure of the Surety to act under the terms of this Performance Bond; and
- c. Liquidated damages, if any, as specified in the Contract.

7. Owner Payment to Surety. In the event that the Surety undertakes to perform and complete the Contract itself or through its agents or independent contractors and the Owner has terminated the right of the Principal to complete the Contract and fully perform its/their obligation(s) under this Performance Bond, the Owner shall pay the remaining balance of the contract price to the Surety in accordance with the terms of the Contract.

8. Notice to Principal or Surety. Any notice required to be given by the Owner to the Principal and Surety under this Performance Bond or by law shall be deemed properly and sufficiently given if such notice is given to either the Surety or the Principal. Notice shall be mailed or delivered to the Principal or Surety at the following addresses and shall be deemed to have been given as of the date of mailing or delivery:

Principal: _____

Surety: _____

Contract Document No. : 9**Project: San Juan County Pack Creek Emergency Watershed Protection Projects**

9. **Notice to Owner.** Any notice to be given to the Owner with respect to this Performance Bond shall be mailed or delivered to the Owner at the following addresses:

San Juan County
Attn: Purchasing Manager
117 South Main
PO Box #9
Monticello, Utah 84535

10. **Default of Surety.** If the Surety does not proceed within fifteen days after notice from the Owner of any default on the part of the Principal or any defect or deficiency in the construction project by the Principal following reasonable notice from the Owner to the Principal, then the Surety shall be deemed to be in default under the terms of this bond and Owner shall be entitled to enforce any remedy against Surety available to Owner by law, equity or otherwise.

11. **Changes in Contract.** No modifications, including amendments, change orders, or work directives and authorizations to the Contract or any extensions of time granted under the provisions of the Contract shall release either the Principal or Surety from their respective obligations under this Performance Bond.

12. **Indemnification.** The Principal and Surety shall indemnify San Juan County for any costs incurred in the enforcement of this Performance Bond, including court costs, reasonable attorney fees, and defense costs.

13. **Surety's Waiver of Notice.** Surety waives notice of any modifications including addenda, change orders, work directives and authorizations, and time changes, to the Contract.

14. **Time of Essence.** Time is of the essence in respect to all parts or provisions of this Performance Bond, which specify a time performance or otherwise, and the Parties each agree to comply with all such times.

15. **Choice of Law; Jurisdiction; Venue.** This Performance Bond and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Performance Bond or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in San Juan County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Performance Bond, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

- 16. Authority.** The undersigned representatives of the Principal and Surety verify that they are authorized by the Principal and Surety, respectively, to execute this Performance Bond and thereby bind and obligate the Principal and Surety to its terms. If that authority is granted by a power of attorney, a duly executed and acknowledged copy of that power of attorney shall be attached to and incorporated by reference into this Performance Bond.
- 17. Severability.** If any part or provision of this Performance Bond is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Performance Bond shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Performance Bond, which are not prohibited or unenforceable, shall remain in full force and effect.
- 18. Binding Effect.** The terms, conditions, and obligations set forth in this Performance Bond shall be binding upon the Principal and Surety and their respective heirs, assigns, administrators, and successors in interest.
- 19. Waivers or Modification.** No waiver or failure to enforce one or more parts or provisions of this Performance Bond shall be construed as a continuing waiver of any part or provision of this Performance Bond, which shall preclude the Parties from receiving the full-bargained-for benefit under the terms and provisions of this Performance Bond. A waiver or modification of any of the provisions of this Performance Bond or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Performance Bond cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
- 20. Entire Contract, Amendment.** This Performance Bond is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Performance Bond, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Neither this Performance Bond, nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Performance Bond and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
- 21. Rights and Remedies Cumulative.** The rights and remedies of the Parties under this Performance Bond shall be construed cumulatively, and none of the rights and/or remedies

Contract Document No. : 9

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

under this Performance Bond shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

22. Counterparts. This Performance Bond may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, taken together, shall constitute one and the same Performance Bond.

IN WITNESS WHEREOF, the Parties have executed this Performance Bond on the dates set forth below.

Principal

By: _____

Title: _____

Date: _____

Acknowledgment of Principal

STATE OF UTAH)
COUNTY OF _____)

The foregoing Performance Bond was acknowledged before me, the undersigned notary public, this ___ day of _____, 20____, by _____, as of _____, the Principal designated in the foregoing Performance Bond.

Notary Public
Residing at: _____, Utah
Commission Expires: _____

Surety

By: _____

Title: _____

Date: _____

Acknowledgment of Surety

STATE OF UTAH)
COUNTY OF _____)

The foregoing Performance Bond was acknowledged before me, the undersigned notary public, this ___ day of _____, 20____, by _____, as of _____, the Surety designated in the foregoing Performance Bond.

Notary Public

Residing at: _____, Utah

Commission Expires: _____

PAYMENT BOND

Surety Bond No. _____

Principal (Contractor)

Surety

The Principal and Surety, a surety company authorized to do business in the state of Utah, do hereby obligate and bind themselves, jointly and severally, to San Juan County, which shall be called the "Owner" in this Payment Bond, in the amount of \$_____, for the faithful performance of the terms and conditions of the *San Juan County Project Contract* and any amendments of change orders to it for the Project and agree to pay each claimant supplying labor, services, equipment, or material for the performance of the terms and conditions of the *San Juan County Project Contract* between San Juan County and Redoubt Restoration, Inc. for the Project which is designated as the San Juan County Project: San Juan County Pack Creek Emergency Watershed Protection Projects and related services at the San Juan County Pack Creek Area (the "Contract") and any amendments or change orders to it, subject to the following terms and conditions, pursuant to the provisions of Section 63G-6a-1103, *Utah Code Annotated*, and other applicable law:

1. **Contract.** Principal and Owner made and entered into the Contract dated May 21, 2024, for the contract amount of \$_____, together with any amendments, modifications, work directives and authorizations, or change orders thereto, is incorporated into this Payment Bond by reference.
2. **Effective Date of Payment Bond.** This Payment Bond is effective as of the date that the Contract was executed by all of the Parties.
3. **Condition of Payment Bond.** If the Principal and Surety shall promptly make payment of all sums due to all claimants for all labor, services, equipment, and materials supplied or reasonably used or to be used in the performance of the Contract, within one year after the last day when the claimant performed the labor or service or provided the equipment or materials on which the claim is based, and if the Surety defends, indemnifies, and holds harmless the Owner from all claims, liens, or legal actions by any person who performed labor or services or supplied equipment or material or reasonably used or to be used in the performance of the Contract, including indemnification to the Owner for all costs of defense incurred by the Owner such as reasonable attorneys' fees, then this obligation shall be deemed void; otherwise, it shall remain in full force and effect.
4. **Purpose.** This Payment Bond is executed in accordance with and for the purpose of complying with Section 63G-6a-1103, *Utah Code Annotated*, and shall inure to the benefit of any and all persons who perform or supply labor, services, equipment, or material used or to be used in the performance of the Contract, or any modifications, amendments, change orders, or work directives and authorizations thereto.

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Project: San Juan County Pack Creek Emergency Watershed Protection Projects

- 5. **Copy of Payment Bond.** Upon the request of any person or entity appearing to be a potential beneficiary of this Payment Bond, the Principal shall promptly furnish a copy of this Payment Bond to be made and given to the requesting person or entity.

- 6. **Notice by Owner.** The Owner shall give prompt notice to the Surety and Principal of any claims, liens, or legal actions of any persons who perform or supply labor, services, equipment, or material used or to be used in the performance of the Contract, or any modifications, amendments, change orders, or work directives and authorizations thereto. Any notice required to be given by the Owner to the Principal and Surety under this Payment Bond or by law shall be deemed properly and sufficiently given if such notice is given to the Principal or Surety. Notice shall be mailed or delivered to the Principal or Surety at the following addresses and shall be deemed to have been given as of the date of mailing or delivery:

Principal: _____

Surety: _____

- 7. **Notice to Owner.** Any notice to be given to the Owner with respect to this Payment Bond shall be mailed or delivered to the Owner at the following addresses:

San Juan County
 Attn: Purchasing Manager
 117 South Main
 PO Box #9
 Monticello, Utah 84535

- 8. **Changes in Contract.** No modifications, including amendments, change orders, or work directives and authorizations to the Contractor any extensions of time granted under the provisions of the Contract shall release either the Principal or Surety from their respective obligations under this Payment Bond.

- 9. **Hold Harmless, Indemnification and Legal Defense.** The Principal and Surety shall hold the Owner harmless from all claims, liens, or actions filed or brought by any claimant who has supplied labor, service, equipment, or materials used or to be used in the performance of the Contractor any amendments or change orders thereto, including the costs of defense for any such claims, liens, or actions incurred by the Owner or claimed by a claimant; provided that the Owner has given notice within a reasonable time of the filing against or service upon the Owner of any such claim, lien, or action. Moreover, the Principal and Surety shall indemnify the Owner for any costs incurred in the enforcement of this Payment Bond, including court costs, reasonable attorneys' fees, and defense costs.

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

10. **Surety's Waiver of Notice.** Surety waives notice of any modifications including addenda, change orders, work directives and authorizations, and time changes, to the Contract.
11. **Surety's Obligation Limits.** Surety's obligation under this Payment Bond shall not exceed the amount of the Payment Bond.
12. **Time of Essence.** Time is of the essence in respect to all parts or provisions of this Payment Bond, which specify a time performance or otherwise, and the Parties each agree to comply with all such times.
13. **Choice of Law; Jurisdiction; Venue.** This Payment Bond and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Payment Bond or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in San Juan County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Payment Bond, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.
14. **Authority.** The undersigned representatives of the Principal and Surety verify that they are authorized by the Principal and Surety, respectively, to execute this Payment Bond and thereby bind and obligate the Principal and Surety to its terms. If that authority is granted by a power of attorney, a duly executed and acknowledged copy of that power of attorney shall be attached to and incorporated by reference into this Payment Bond.
15. **Severability.** If any part or provision of this Payment Bond is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Payment Bond shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Payment Bond, which are not prohibited or unenforceable, shall remain in full force and effect.
16. **Binding Effect.** The terms, conditions, and obligations set forth in this Payment Bond shall be binding upon the Principal and Surety and their respective heirs, assigns, administrators, and successors in interest.
17. **Waivers or Modification.** No waiver or failure to enforce one or more parts or provisions of this Payment Bond shall be construed as a continuing waiver of any part or provision of this Payment Bond, which shall preclude the Parties from receiving the full bargained for benefit under the terms and provisions of this Payment Bond. A waiver or modification of any of the

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

provisions of this Payment Bond or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Payment Bond cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

18. Entire Contract, Amendment. This Payment Bond is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Payment Bond, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Neither this Payment Bond, nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Payment Bond and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

19. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Payment Bond shall be construed cumulatively, and none of the rights and/or remedies under this Payment Bond shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

20. Counterparts. This Payment Bond may be executed in counterparts, each of which shall be deemed an original, and all such counterparts, taken together, shall constitute one and the same Payment Bond.

[Signature Page Follow]

IN WITNESS WHEREOF, the Parties have executed this Payment Bond on the dates set forth below.

Principal

By: _____
Title: _____
Date: _____

Acknowledgment of Principal

STATE OF UTAH)
COUNTY OF _____)

The foregoing Payment Bond was acknowledged before me, the undersigned notary public, this ___ day of _____, 20____, by _____, as of _____, the Principal designated in the foregoing Payment Bond.

Notary Public
Residing at: _____, Utah
Commission Expires: _____

Surety

By: _____
Title: _____
Date: _____

Acknowledgment of Surety

STATE OF UTAH)
COUNTY OF _____)

The foregoing Payment Bond was acknowledged before me, the undersigned notary public, this ___ day of _____, 20____, by _____, as of _____, the Surety designated in the foregoing Payment Bond.

Notary Public
Residing at: _____, Utah
Commission Expires: _____

NOTICE TO PROCEED

TO: Redoubt Restoration, Inc. David Meyer, General Manager

You are hereby authorized to proceed with the following construction project pursuant to the Project Contract:

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

The contract time under the Project Contract commences with the receipt of this *Notice to Proceed*. Before you commence the project work at the site, you are required by the Contract Documents to deliver the requisite certificates of insurance.

Dated: August , 2024

San Juan County

By: _____
Jamie Harvey, Chair
Board of San Juan County Commissioners

Date: _____

ACCEPTANCE OF NOTICE TO PROCEED

The undersigned acknowledges receipt this day of the *Notice to Proceed* of the Project Contract upon the bid of the undersigned for the following construction project and accepts the Notice to Proceed:

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

Dated: _____, 2024

By: _____

Title: _____

CHANGE ORDER NO. ____

SAN JUAN COUNTY, a political subdivision of the State of Utah, which shall be called the “Owner” in this change order, and _____, which shall be called the “Contractor” in this change order, made and entered into a Project Contract dated May 21, 2024, for:

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

The Owner and Contractor agree and intend that the Project Contract be amended by this change order as follows:

1. Change(s). - (Attach supporting documents as needed)

2. Purpose of Change.

3. Project Contract Cost Adjustment.

The project contract cost as specified in the Project Contract and as may have been amended by any prior change orders is adjusted as a result of this change order as follows:

a.	Original project contract cost prior to any change orders	\$ _____
	Net increase (decrease) by prior change orders	\$ _____
b.	Adjusted project contract cost prior to this change order	\$ _____
	Increase (decrease) by this change order	\$ _____
c.	Adjusted project contract cost	\$ _____

4. Project Contract Completion Date.

The project contract completion date as specified in the Project Contract and as may have been amended by any prior change orders is adjusted as a result of this change order as follows:

- a. Original contract completion date _____, 2024
Net increase (decrease) by prior change orders _____days
- b. Adjusted project completion date before this change order _____, 2024
Increase (decrease) by this change order _____days
- c. Adjusted project completion date before this change order _____, 2024

5. Authorization to Sign.

- a. The County Project Manager is authorized to sign this change order on behalf of the Owner only upon the conditions that the overall Project Contract costs are not increased by the change order and the scope of the project is not adjusted by the change order.
- b. In all other circumstances, this change order must be signed by the Contractor and approved by the Board of County Commissioners of San Juan County as a condition for signature by the Chairman of the Board of County Commissioners on behalf of the Owner.

6. Contract Document.

Upon approval and signature by both parties, this change order shall be deemed to have been incorporated into and become a part of the Project Contract as a Contract Document.

7. Other Project Contract Provisions.

Except as specifically adjusted or changed by the provisions of this change order, all terms and conditions of the Project Contract and any prior change orders shall remain in full force and effect.

In witness whereof, the parties have signed this change order in duplicate, each of which shall be deemed an original, on the _____, day of _____, 2024.

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

<p>SAN JUAN COUNTY</p> <p>By: _____ Jamie Harvey, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan San Juan County Clerk/Auditor Date: _____</p>	<p>“CONTRACTOR”</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p>
---	--

WORK DIRECTIVE AND AUTHORIZATION NO. _____

To: _____

You are authorized and directed as the Project Contractor to proceed under the Project Contract with the following changes:

(attach additional sheets or other documents as necessary to describe the authorized changes)

1. This Work Directive and Authorization:
 - a. Does not authorize an increase in the Contract Price, extend the Contract Time, or change the scope of the Project. If you believe that any of these are necessary, then you are directed to consult with the County Project Manager before proceeding under this Work Directive and Authorization.
 - b. Shall not be effective until you sign the acceptance below and deliver a signed copy to the County Project Manager.
 - c. Is a Contract Document and therefore a part of the Project Contract.

Dated: _____, 2024

San Juan County

By: _____

Mack McDonald

Title: Chief Administrative Officer

Contract Document No. : 14
Project: San Juan County Pack Creek Emergency Watershed Protection Projects

CONTRACTORS ACCEPTANCE

The Contractor accepts and agrees to comply with the foregoing *Work Directive and Authorization*.

Dated: _____, 2024

CONTRACTOR

By: _____

Title: _____

REQUEST FOR CLARIFICATION: NO. _____

Instructions:

1. State request for a clarification of only one matter on this form. Use additional forms for additional clarification requests.
2. Include detailed references, information, and description of the clarification requested.
3. There will be a minimum of two days from the submission of this request before a response can be made with the exception of weekends and holidays.
4. Attach additional sheets and materials as may be necessary and relevant.

Contractor Request

The CONTRACTOR requests clarification of the following item or matter:

This clarification is requested on or before: _____, 2024.

By: _____

Date: _____

County Response

(Attach additional sheets as may be necessary)

By: _____

Mack McDonald

Title: Chief Administrative Officer.

Date: _____

Contract Document No. : 16

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

Item 13.

DRAW REQUEST: NO. _____

All Draw Requests are to be coordinated with the NRCS for this project using a standard AIA G702 form. Draw requests can be directed to the following:

To: Tammy Gallegos
Project Manager
117 South Main
PO Box #9
Monticello, Utah 84535
tgallegos@sanjuancounty.org

CERTIFICATE OF SUBSTANTIAL COMPLETION

The contract work on the following construction project has been inspected by an authorized representative of San Juan County, NRCS and the Pack Creek Water Association.:

Project: San Juan County Pack Creek Emergency Watershed Protection Projects

The contract work is declared by this certificate to be substantially complete as defined in and in accordance with the Contract Documents as of the ____day of _____, 2024 .

A tentative list of items to be completed or corrected is attached to this certificate. The list is not an exclusive list and other incomplete items or items to be corrected may exist. The failure to include such other items in this list does not constitute a waiver by the Owner of any rights under the Project Contract or the obligation and responsibility of the Contractor to complete or correct such items. The Contractor shall complete or correct the items specified in the attached tentative list on or before _____, 2024 .

- 1. This certificate does not constitute:
 - a. An acceptance of any contract work, workmanship, materials, services, or equipment which does not comply with the Contract Documents; or
 - b. A release of the Contractor from any further obligations to complete or correct the contract work in accordance with the Contract Documents.

NRCS Engineer

San Juan County Project Manager

Date: _____, 20

Date: _____, 20

Acceptance

The foregoing *Certificate of Substantial Completion* is accepted by the Contractor on this ____ day of _____, 20 .

By: _____

Title: _____

The foregoing *Certificate of Substantial Completion* is accepted by the Owner on this ____ day of _____, 20 .

San Juan County

By: _____

Mack McDonald, Director

Title: Chief Administrative Officer

TEMPORARY LIMITED EASEMENT AGREEMENT

THIS TEMPORARY LIMITED EASEMENT AGREEMENT (this “Agreement”) is dated ___ (the “Effective Date”) and is made and entered into between San Juan County, Utah, hereinafter referred to as the “County” and the _____, hereinafter referred to as the “Landowner.”

WITNESSETH:

WHEREAS, Landowner owns a parcel of land (the “Property”) located in San Juan County in the Pack Creek Community and more particularly San Juan County parcel Number 000690000070 referenced in Exhibit “A”, attached hereto and by this reference made a part hereof; and

WHEREAS, in response to the 2021 Pack Creek Fire and to mitigate the dangers of flooding onto Landowner’s Land and adjacent properties from burn scar areas, the County desires to enter onto the Property, for the benefit of public safety and to protect property, to minimize erosion of topsoil and flooding by adding or upgrading systems for mitigation efforts known here after as the Improvements (“Improvements”) referenced as attached in Exhibit “B”; and

WHEREAS, the U.S. Department of Agriculture, Natural Resources Conservation Service (“NRCS”), has agreed to provide engineering and funding for 75 percent of the costs of the San Juan Pack Creek Emergency Watershed Protection 2021 and Improvements, which includes community infrastructure and culinary water source projects; and

WHEREAS, the U.S. Department of Agriculture, Natural Resources Conservation Service requires 25 percent of the costs for the Improvements as a “local match” in order to meet the grant funding obligation of which the Pack Creek Water Company has agreed to provide coverage for the local match for the improvements located on or within this parcel in behalf of the Community; and

WHEREAS, Landowner wishes to allow the County, County Contractor and Sub-Contractors permission to enter onto the Property to install the Improvements and maintain them for a limited time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Grant of Temporary Limited Easement.** The Landowner hereby conveys to the County and County Contractor, Sub-Contractor, Engineers, Inspectors and approved parties, a temporary limited easement on, over, and across the Property under the temporary and limited terms expressed herein, including the right of ingress and egress, to install and maintain the Improvements (the “Purpose”). The County and its employees, officers, officials, agents, contractors, sub-contractors, invitees, and licensees (collectively, “County’s Agents”) will have the right to enter upon the Property under this Agreement only for this Purpose. The County Agents will enter upon the Property at their sole risk and hazard.

2. **Term.** This Agreement and the temporary limited easement it describes begin on the Effective Date and continue for one (1) year thereafter, unless terminated earlier as provided in this Agreement.

3. **Authorization to Encroach.** The Landowner hereby acknowledges and consents to the construction of the Improvements detailed as attached in Exhibit “B”. County shall not construct any other improvements, whether above or below ground, other than the Improvements as attached herein.

The Landowner shall have the right to request that the County submit plans showing the location and specific details of the Improvements before construction begins. Landowner reserves the right to use the Property for any and all purposes that do not interfere with the Purpose and the Improvements, including their construction and maintenance.

4. **Condition of the Property.** Landowner issues this temporary limited easement without any representations or warranties with respect to the title or condition of the Property. The County Acknowledges that the Property may not be suitable for the Improvements or the Purpose of this Agreement and that County has had an opportunity to inspect the condition and title of the Property to its satisfaction.

5. **Repair of the Property.** In a reasonable manner, the County shall promptly repair any material damage caused by the County and/or County’s Agents to the Property not designated for removal, relocation, or replacement as part of constructing and maintaining the Improvements.

6. **Access to Constructed Improvements.** Once constructed and for the duration of this Agreement, the County and the County’s Agents shall have access to the Improvements as necessary for inspection and to perform maintenance.

7. **Warranty.** The County will warranty the Improvements for a maximum of one (1) year after project completion. The County will work with Contractor’s or Sub-contractor in making those repairs. All other repairs beyond the warranty period will be at the requirement of the Land Owner and Land Owner’s expense.

8. **Ownership of Improvements.** The County shall own the Improvements and maintain them in good repair for the duration of this Agreement after which the Landowner shall assume ownership and maintenance of and, except as otherwise expressed in this Agreement, all liabilities associated with the Improvements.

9. **Hazardous Substances.** The County Agents agree not to generate, dispose of, or intentionally release any Hazardous Substances on the Property. As used in this Agreement, the term “Hazardous Substances” means all hazardous and toxic substances, wastes, or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any hazardous waste or substance laws. The County agrees to notify the Landowner immediately upon becoming aware of any detrimental leaking or spillage of Hazardous Substances on the Property caused by County Agents.

10. **Termination.** Either party may terminate this Agreement on 30 days’ notice to the other for any reason whatsoever. Otherwise, this Agreement terminates without notice from either party at the end of the term. On termination, the Improvements or any partial construction thereof become the property of Landowner and the Landowner’s responsibility to maintain. In the event of early termination, the County does not waive and may pursue claims against the Landowner for injuries sustained due to the early termination.

11. **Liens.** The County shall keep the Property free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by, though, for, or under the County related

to the Improvements, and shall indemnify, hold harmless, and agree to defend Landowner from any liens that may be placed on the Property pertaining to any work performed, materials furnished, or obligations incurred by, though, for, or under The County or any of County's Agents related to the Improvements.

12. **Compliance with Laws.** The County will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and agreements including without limitation any building, zoning, land use, and hazardous waste laws.

13. **Indemnification.** The County agrees to indemnify, defend, and hold harmless the Landowner from any and all lawsuits, causes of action, damages, losses, liens, liabilities, expenses, or claims whatsoever arising out of the construction of the Improvements over, upon, and across the Property or the resulting encroachment or use by the County, County's Agents, and any trespassers on the Property for the period of six (1) year after the termination of this agreement. Except as provided herein, the County waives and releases all rights, causes of action, or claims against the Landowner based on the construction of the Improvements over, upon, and across the Property. The County and its successors and assigns, hereby releases the Landowner from any claims relating to the condition of the Property and the entry upon the Property by the County and County's Agents implementing those Improvement as indicated on Exhibit "B", except for claims caused solely by the Landowner's actions.

14. **Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.

15. **Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

16. **Miscellaneous.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, such unenforceable provision is not materially adverse to the County. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. This Agreement is intended to benefit solely the parties hereto and is not intended to benefit any third party.

signatures on next page

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 202 ____

Bruce Adams, San Juan County Commission Chairman

Attest

Lyman Duncan, San Juan County Clerk

Land Owner

Exhibit "A"
Property and Parcel No.
000690000070

Exhibit "B"



COMMISSION STAFF REPORT

MEETING DATE: September 17, 2024

ITEM TITLE, PRESENTER: Consideration and Approval of an Interlocal Agreement Between San Juan County and San Juan School District for Participation in the School District's Emergency Medical Technician Program

RECOMMENDATION: Approve the Interlocal

SUMMARY

Earlier this month I was notified that students needed access to the County's Dispatch System. County EMT's have access to a notification system application that alerts them to any 911 ambulance response request. We only carry enough licenses and access points to cover the number of employees who are on our active roster. This was the first time of hearing that there were students in an EMT Training Course which would require County support. Upon further investigation, it was discovered that the School District has an EMT training internship or class for students who are interested in becoming EMT certified. This course requires students to receive hands-on experience and training requiring a specific amount of ride-along experience.

The initial concern regarding liability exists where these are students who will be interacting with County Patients, the protection of sensitive patient information, exposure, as well as liability coverage while riding in a County ambulance. However, I feel that the County and School District benefits from such a program if it can produce future EMT's who graduate and certify in the program.

After speaking with UCIP, I developed the Interlocal Agreement providing provisions they recommended which places liability of the program on the School District, the County would cover Workers Compensation on the Students in our ambulance or on a call. The School District has already received permission slips from the students and respective parent/guardian to enter into the program.

HISTORY/PAST ACTION

N/A

FISCAL IMPACT

The school district will have to cover the costs of the \$30.00/per student access to the e911 application and the County will cover the costs of personal protective supplies for the students while riding along in an ambulance while responding to medical care.

INTERLOCAL AGREEMENT

AN AGREEMENT BETWEEN SAN JUAN COUNTY AND THE SAN JUAN SCHOOL DISTRICT FOR PARTICIPATION IN THE SCHOOL DISTRICTS EMERGENCY MEDICAL TECHNICIAN TRAINING PROGRAM

ARTICLE 1: RECITALS

WHEREAS, San Juan County, Utah (“County”) and the San Juan School District (“School District”) (collectively, “the Parties”), as authorized by Utah Code Annotated § 11-13-202, hereby enter into this Interlocal Agreement (“ILA”) to establish the terms and conditions for the Emergency Medical Technician (EMT) training services.

WHEREAS, San Juan County supports the EMT courses and training offered through the School District’s internship and instructional learning program.

WHEREAS, the School District’s program requires active participation from the County’s Emergency Medical Services, allowing students to gain real-world practical experience by riding along on County ambulances with County EMTs who are engaged in providing medical services to patients.

WHEREAS, the School District also requests access to the County’s dispatch system to alert students to active calls and ambulance requests within the community.

WHEREAS, the nature of the EMT training may expose students to sensitive and confidential medical services, as well as potentially disturbing physical or emotional situations during patient care.

WHEREAS, the School District requires each student to acknowledge these potential exposures, and has obtained signed permission slips from each student and their respective parents or guardians as a prerequisite for participation in the course.

ARTICLE II: TERMS

1. Compliance with Applicable Laws. Each party agrees to collaborate on the program for protection of the participants for the overall success of the program and duties in compliance with state/county law and rule.
2. Costs. San Juan School District agrees to pay \$30.00 per student for access to the e-dispatch licensing services. San Juan County will pay for any medical supplies needed for the students while riding along in an ambulance to include gloves, masks, and any other personal protection items needed.
3. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
4. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement

and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.

5. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 5.1. The mutual written agreement of the parties;
 - 5.2. Termination of the School Internship or EMT Courses being offered by the School District;
 - 5.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
 - 5.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.
6. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
7. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
8. Health Insurance Portability and Accountability Act. The School district will ensure, to the extent practicable, the protection of patient information, as the Health Insurance Portability and Accountability Act (HIPAA) mandates strict confidentiality for medical data. The School District and its Instructors will ensure that students understand and are trained in HIPAA regulations.
9. Indemnification. The School District agrees to indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any injury, claim, or legal action brought by or on behalf of any student participating in the School District program.
10. Liability for Students. The School District acknowledges that its students will engage in medical services involving patient interaction and access to sensitive information. The School District assumes all liability for its students participating in the program, except in cases where negligence on the part of the County can be demonstrated. The School District will be responsible for the supervision of students during all aspects of the program and for providing any necessary mental health support for students affected by their experiences. The County will provide workers' compensation coverage to students during ride-alongs or while participating in County-sanctioned training events.
11. No Separate Legal Entity. No separate legal entity is created by this agreement.
12. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.

13. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. Those students, while participating in a ride along will be covered by the County while actively engaged in the training or performing services under or in connection with this agreement.
14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
15. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.
16. Entire Agreement: Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
17. Governing Law: Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.
18. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
- 18.1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- 18.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.

19. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

San Juan School District	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
Printed: Name	San Juan School District Attorney
Signature	Dated:
Dated:	
ATTEST:	
Printed Name	

SAN JUAN COUNTY	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
Jamie Harvey, Chairman Board of San Juan County Commissioners	San Juan County Attorney's Office
Dated:	Dated
ATTEST:	
San Juan County Clerk Auditor Dated:	



COMMISSION STAFF REPORT

MEETING DATE: September 17, 2024

ITEM TITLE, PRESENTER: CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING ENTERING INTO AN PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH THE PACK CREEK WATER COMPANY FOR A LOAN AND REIMBURSEMENT OF COUNTY FUNDS TO BE USED FOR THE LOCAL MATCH REQUIRED BY THE U.S. DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE FOR PACK CREEK COMMUNITY PROJECTS AS PART OF THE GRANT AWARD FOR THE SAN JUAN PACK CREEK EMERGENCY WATERSHED PROTECTION 2021 PROJECT FUNDING, Mack McDonald, Chief Administrative Officer

RECOMMENDATION: Make a Motion approving the Resolution and Agreement

SUMMARY

In 2021, due to the Pack Creek Fire, San Juan County applied for and received authorization and funding as a sponsor for watershed protection funds from the U.S. Department of Agriculture, Natural Resources Conservation Services (NRCS).

Part of the funding requires a 25% local match. As this is a project that includes County and Community projects, the County would require 25% of the local match on our projects and the Water Company would cover the remaining 75%.

The Participation and Reimbursement Agreement with the Pack Creek Water Company will provide for a Loan Covering the Community Costs of the U.S. Department of Agriculture, Natural Resources Conservation Service 75 Percent Local Match Requirement, Anticipated at \$255,979 for the Pack Creek Emergency Watershed Protection Community Projects.

The Pack Creek Water Company will pay back the funds in annual payments for 5 years or until all funds are reimbursed back to the County.

**SAN JUAN COUNTY UTAH
RESOLUTION NO 2024- _____**

A RESOLUTION APPROVING ENTERING INTO AN PARTICIPATION AND REIMBURSEMENT AGREEMENT WITH THE PACK CREEK WATER COMPANY FOR A LOAN AND REIMBURSEMENT OF COUNTY FUNDS TO BE USED FOR THE LOCAL MATCH REQUIRED BY THE U.S. DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE FOR PACK CREEK COMMUNITY PROJECTS AS PART OF THE GRANT AWARD FOR THE SAN JUAN PACK CREEK EMERGENCY WATERSHED PROTECTION 2021 PROJECT FUNDING

WHEREAS, in June 2021, a wildfire in and around the Pack Creek Community (the “Community”) that is serviced by the Company caused changes to water flows that pose a threat to the Community’s culinary water resource and other infrastructure;

WHEREAS, the U.S. Department of Agriculture, Natural Resources Conservation Service (“NRCS”), has agreed to provide engineering and funding for 75 percent of the costs of the San Juan Pack Creek Emergency Watershed Protection 2021 Design Plan (the “Project Plan”) and Projects as indicated on Exhibit A, which includes community infrastructure and culinary water source projects;

WHEREAS, the U.S. Department of Agriculture, Natural Resources Conservation Service requires 25 percent of the costs as a “local match” in order to meet the grant funding obligation;

WHEREAS, the County has agreed to support the Community by acting as the sponsor of the Project Plan;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Title 17, Chapter 50, Section 303 of the Utah Code Annotated. (the “Act”);

WHEREAS, The County, wishes to enter into a Participation and Reimbursement Agreement with the Company to allow the Company to continue to provide reliable culinary water to its shareholders and to finalize the construction and final payment of all contractors under the Project Plan;

WHEREAS, the Company desires assistance in the form of a loan from the County to assist the Community in paying its portion of the local match requirements and pro rata matching costs of the Project Plan belonging to the Community and to reimburse those funds as specified in this Agreement;

WHEREAS, the fulfillment of this Agreement is vital to and in the best interests of the County and the Community for the health, safety, and welfare of its residents, and in accord with public purposes and will provide a benefit to the Community and its residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of San Juan County Commissioners

PASSED, ADOPTED, AND APPROVED by the Board of San Juan County Commissioners this 17th day of September, 2024, by the following vote:

Those voting aye:
Those voting nay:
Those absent or abstaining:

BOARD OF SAN JUAN COUNTY COMMISSIONERS

Jamie Harvey, Chair

ATTEST:

Lyman Duncan, Clerk/Auditor

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**INTERLOCAL COOPERATION AND
REIMBURSEMENT AGREEMENT**

This Interlocal Cooperation and Reimbursement Agreement (this "Agreement") is made and entered into by and between San Juan County, a political subdivision of the state of Utah (the "County"), and the San Juan Spanish Valley Special Service District, also a political subdivision of the state of Utah (the "District"). The County and the District may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

Recitals

- A. WHEREAS, the Parties, pursuant to the Utah Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement;
- B. WHEREAS, The County, wishes to enter into a Reimbursement Agreement with the District to continue to allow them to operate the Spanish Valley water and sewer system as well as finalizing the construction and final payment of all contractors thereof;
- C. WHEREAS, the District desires assistance in a one-time payment to Wagner for arbitration results and finalization of any and all claims by Wagner Construction Inc. and to reimburse those funds as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Purpose.
 - 1.1. The purpose of this agreement is to establish a Reimbursement Agreement for the reimbursement of County funds used as payment to cover those costs indicated in the Settlement Agreement, relating to AAA Case No. 01-19-0001-9730 which was arrived at a mediated settlement of \$750,000.
 - 1.2. The County recognizes that \$100,000 of this will be provided by Jones & DeMille Engineering, and \$25,000 of this will be provided by the Utah Counties Indemnity Pool.
2. Reimbursement. In order to reimburse the County, the District agrees to make the following payments each year during the Reimbursement Term (an "Annual Payment") in an amount equal to the following until the earlier to occur of (a) the County has received an amount equal to the Reimbursement Amount of \$625,000 has been received or (b) the expiration of the Reimbursement Term. After the County has received payments from the District in the amounts specified, or after the expiration of the Reimbursement Term, if earlier, the District shall have no further obligation to the County and this Agreement shall terminate as of the date of the final payment or the last day of the Reimbursement Term, as the case may be.
 - 2.1. For the fiscal year 2020, the District will provide the first annual payment of \$110,000 from the 2019 SILTA Escrow Payment, \$110,000 from the 2020 SITLA Escrow Payment and \$100,000 of contingency funds related to the Water and Sewer project for a total 2020 payment of \$320,000.
 - 2.2. Beginning the fiscal year 2021 and subsequent years, the District will pay the County the annual SITLA payment the District receives of \$110,000.
3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").
4. Term of Agreement. The term of this Agreement shall begin as of August 4, 2020 and shall, subject to the termination and other provisions set forth herein, terminate on August 30, 2023 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement through amendments.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- 5.1. The mutual written agreement of the Parties;
- 5.2. By either party:
 - 5.2.1. After any material breach of this Agreement; and
 - 5.2.2. Thirty calendar days after the non-breaching party sends a written demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 5.2.3. After the written notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
- 5.3 By either party, with or without cause, thirty (30) days after the terminating party mails a written notice to terminate this Agreement to the non-terminating party pursuant to the notice provisions of this Agreement; or
- 5.4 As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

6. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the Spanish Valley Special Service District:</u> Spanish Valley SSD Board Attn: Chair 375 South Main Street #234 Moab, Utah 84532	<u>With a copy to:</u> San Juan County Attn: Attorney's Office PO Box 9 Monticello UT 84535	<u>To the County:</u> San Juan County Administrator Attn: Mack McDonald PO Box 9 Monticello, Utah 84535
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7. Indemnification and Hold Harmless.

- 7.1. The District, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the District (collectively, the "District Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the District and/or the District Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the District may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the District or the District Representatives.
- 7.2. The County, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the District, as well as the District's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "District Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or

otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

8. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.
9. No Separate Legal Entity. No separate legal entity is created by this Agreement.
10. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.
11. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
12. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
14. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents

the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
16. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.
17. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in San Juan County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
19. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
20. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement.
21. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made

contractual in nature.

- 22. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 23. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
- 24. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

SPANISH VALLEY SPECIAL SERVICE DISTRICT

By _____

Date _____

BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY

By _____
Chairman Kenneth Maryboy

Date _____

ATTEST:

Approved as to form and for compliance
with State law:

San Juan County Clerk

San Juan County Attorney

PARTICIPATION AND REIMBURSEMENT
AGREEMENT

This PARTICIPATION AND REIMBURSEMENT AGREEMENT (this “Agreement”) is made and entered into by and between San Juan County, a political subdivision of the state of Utah (the “County”), and the Pack Creek Water Company, a Utah Non-Profit company (the “Company”). The County and the Company may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

- A. WHEREAS, in June 2021, a wildfire in and around the Pack Creek Community (the “Community”) that is serviced by the Company caused changes to water flows that pose a threat to the Community’s culinary water resource and other infrastructure;
- B. WHEREAS, the U.S. Department of Agriculture, Natural Resources Conservation Service (“NRCS”), has agreed to provide engineering and funding for 75 percent of the costs of the San Juan Pack Creek Emergency Watershed Protection 2021 Design Plan (the “Project Plan”) and Projects as indicated on Exhibit A, which includes projects intended to protect community infrastructure and the Company’s culinary water resources;
- C. WHEREAS, the U.S. Department of Agriculture, Natural Resources Conservation Service requires 25 percent of the costs as a “local match” in order to meet the grant funding obligation.
- D. WHEREAS, the County has agreed to support the Community by acting as the sponsor of the Project Plan;
- E. WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Title 17, Chapter 50, Section 303 of the Utah Code Annotated. (the “Act”);
- F. WHEREAS, The County, wishes to enter into a Participation and Reimbursement Agreement with the Company to allow the Company to continue to provide reliable culinary water to its shareholders and to finalize the construction and final payment of all contractors under the Project Plan;
- G. WHEREAS, the Company desires assistance in the form of a loan from the County to assist the Community in paying its portion of the local match requirements and pro rata matching costs of the Project Plan belonging to the Community and to reimburse those funds as specified in this Agreement;
- H. WHEREAS the fulfillment of this Agreement is vital to and in the best interests of the County and the Community for the health, safety, and welfare of its residents, and in accord with public purposes and will provide a benefit to the Community and its residents.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Purpose. The purpose of this agreement is to specify the terms and conditions of the Parties’ cooperative funding and implementation of the Project Plan, including reimbursement of County funds used as payment to cover the Company’s matching funds required by NRCS.
2. Loan to the Company. The County agrees to provide the Company’s required local match (the “Company Match”) through direct payments to the Contractor as the project progresses in the Pack Creek area. The amount of the Company Match will depend on the total project costs, minus any credited "in-kind" contributions, as determined by NRCS. The anticipated total matching fund requirement for the Company is anticipated to be no more than \$244,569, unless change orders are approved by the County, the Company, and NRCS exceeding this amount. The Company agrees to reimburse the County for the amount of the Company Match. Apart from providing the Company Match as described above, the County's participation

will consist of contributing 25% of the project's costs, either in cash or through "in-kind" services, to meet its matching fund obligations for the County's portions of the project, which are anticipated to total no more than \$60,888 unless change orders increase this amount.

- 3. Reimbursement to the County. The Company agrees to repay the Loan Amount in full in five (5) equal, annual installments over the course of five (5) years. Each annual 1/5 payment by the Company shall be due no later than October 30, with the first annual payment to be made on or before October 30, 2025. The Loan shall mature on October 30, 2029 ("Maturity Date").
- 4. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date this Agreement is fully executed (the "Effective Date").
- 5. Term of Agreement. This Agreement shall run from the Effective Date until the Maturity Date, unless the Company prepays the Loan in full at which time this Agreement shall terminate (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.
- 6. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 6.1. The mutual written agreement of the Parties;
 - 6.2 By either party:
 - 6.2.1 After any material breach of this Agreement, which as to the County shall mean the failure to loan or pay to the Company the Loan Amount required under Section 2 above, and as to the Company shall mean a failure to pay when due any annual installment required under Section 3 above; and
 - 6.2.2 Thirty calendar days after the non-breaching party sends a written demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 6.2.3 After the written notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; or
 - 6.3 By payment by the Company of the full amount advanced by the County at any time prior to October 30, 2029. There shall be no penalty for prepayment by the Company.
- 7. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing, with a copy provided by electronic mail to the last known emails for the Parties:

<u>To the Pack Creek Water Company:</u> Pack Creek Water Board Attn: President PO Box 1300 Moab, Utah 84532	<u>With a copy to:</u> San Juan County Attn: Attorney's Office PO Box 9 Monticello UT 84535	<u>To the County:</u> San Juan County Administrator Attn: Mack McDonald PO Box 9 Monticello, Utah 84535
---	---	--

- 8. Indemnification and Hold Harmless.
 - 7.1. The Company, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the Company (collectively, the "Company Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors,

and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the Company and/or the Company Representatives arising from this Agreement or the Project Plan, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the Company may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the Company or the Company Representatives under this Section 7.

7.2. The County, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the “County Representatives”), agrees and promises to indemnify and hold harmless the Company, as well as the Company's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “Company Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives arising from this Agreement or the Project Plan, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives under this Section 7.

9. Governmental Immunity. The Parties recognize and acknowledge that San Juan County is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.
10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Survival. Sections 2, 3 and 7 survive termination of this Agreement.
12. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement and Project, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. Company employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the Company for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally and may be waived or released only by an instrument in writing, signed by the Party whose rights will be

diminished or adversely affected by the waiver.

14. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including Exhibit A and any other related NRCS project documents, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
16. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both Parties.
17. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the San Juan County District Court (the Seventh Judicial District Court) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above.
18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
19. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
20. Attorneys' Fees. In the event of a dispute under this Agreement, the Prevailing Party shall be awarded its reasonable attorneys' fees and costs.
21. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made

contractual in nature.

- 22. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 23. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
- 24. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, this Agreement is effective on the date last signed below.

PACK CREEK WATER COMPANY

ATTEST:

By _____
Scott Brown, President

By _____
Norma Roth, Secretary

Date _____

BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY

By _____
Jamie Harvey Commission Chair

Date _____

ATTEST:

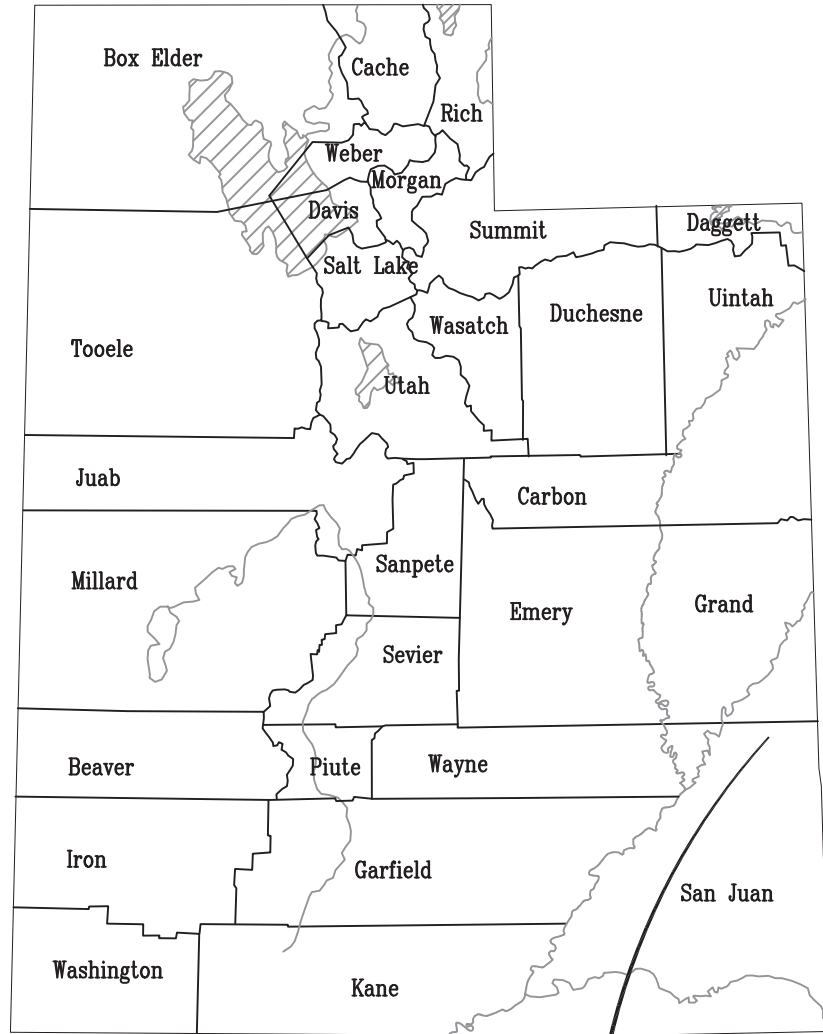
Approved as to form and for compliance
with State law:

Lyman Duncan County Clerk/Auditor

Mitchell Maughan, San Juan County Attorney

Exhibit A
Project Plan and Anticipated Costs

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 1 COVER SHEET



CONSTRUCTION PLANS PREPARED FOR SAN JUAN PACK CREEK EWP 2021 PHASE 1 DESIGNED BY UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

CLEARANCES AND PERMITS

IT SHALL BE THE RESPONSIBILITY OF THE SPONSOR TO OBTAIN ALL NECESSARY CLEARANCES, PERMITS, RIGHTS OF WAY, AND TO COMPLY WITH ALL ORDINANCES AND LAWS PERTAINING TO THE CONSTRUCTION OF THIS PROJECT.

IT SHALL BE THE RESPONSIBILITY OF THE SPONSOR TO ASSURE THAT THE PROJECT IS CONSTRUCTED ACCORDING TO THE ATTACHED DRAWINGS AND SPECIFICATIONS. ANY CHANGES SHALL BE SUBMITTED IN WRITING TO THE NRCS 48 HOURS PRIOR TO IMPLEMENTATION FOR APPROVAL.

GENERAL NOTES

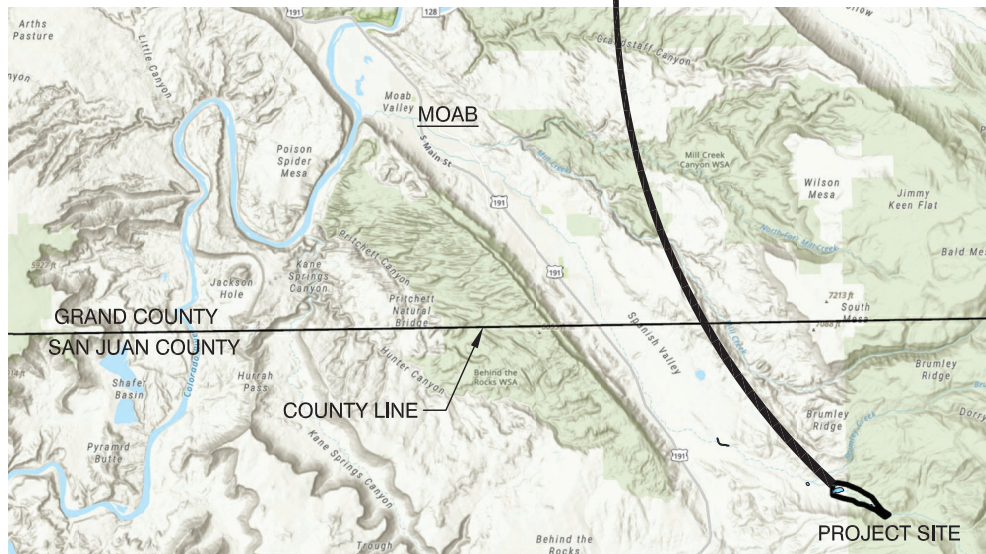
THE CONSTRUCTION PLANS INCLUDE THESE DRAWINGS AS WELL AS THE ATTACHED SPECIFICATIONS AND OPERATIONS AND MAINTENANCE PLAN.

LOCATION OF UTILITIES

NO REPRESENTATION IS MADE AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES PUBLIC OR PRIVATE.

THE COOPERATOR MUST OBTAIN THE EXACT LOCATION AND DEPTH OF ALL UTILITIES FROM THE UTILITY COMPANIES PRIOR TO EXCAVATION OR CONSTRUCTION ACTIVITIES.

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	OVERALL PLAN VIEW
3	3-STEP GRADE CONTROL STRUCTURE
4	4-STEP GRADE CONTROL STRUCTURE
5	LOW WATER CROSSING
6	LOW WATER CROSSING DETAILS
7	IRRIGATION OUTLET STRUCTURE
8	J-HOOK DETAILS
9	IRRIGATION OUTLET DETAILS
10	ROCK WALL DETAILS
11	WATER AND POWER CROSSING



SECTIONS 22 & 23, TOWNSHIP 27 SOUTH, RANGE 23 EAST, SALT LAKE BASE AND MERIDIAN (SLBM)

NRCS CONTACT INFORMATION:
 Jason Dodds NRCS Engineer
 2390 West Highway 56, Suite 14
 Cedar City, UT 84721
 435-868-3947 Office
 435-590-7661 Mobile

NRCS SHALL BE NOTIFIED 72 HOURS PRIOR TO CONSTRUCTION.

I HAVE REVIEWED THESE PLANS, DETAILS, SPECIFICATIONS AND O&M AGREEMENTS, AND FIND THEM ACCEPTABLE.

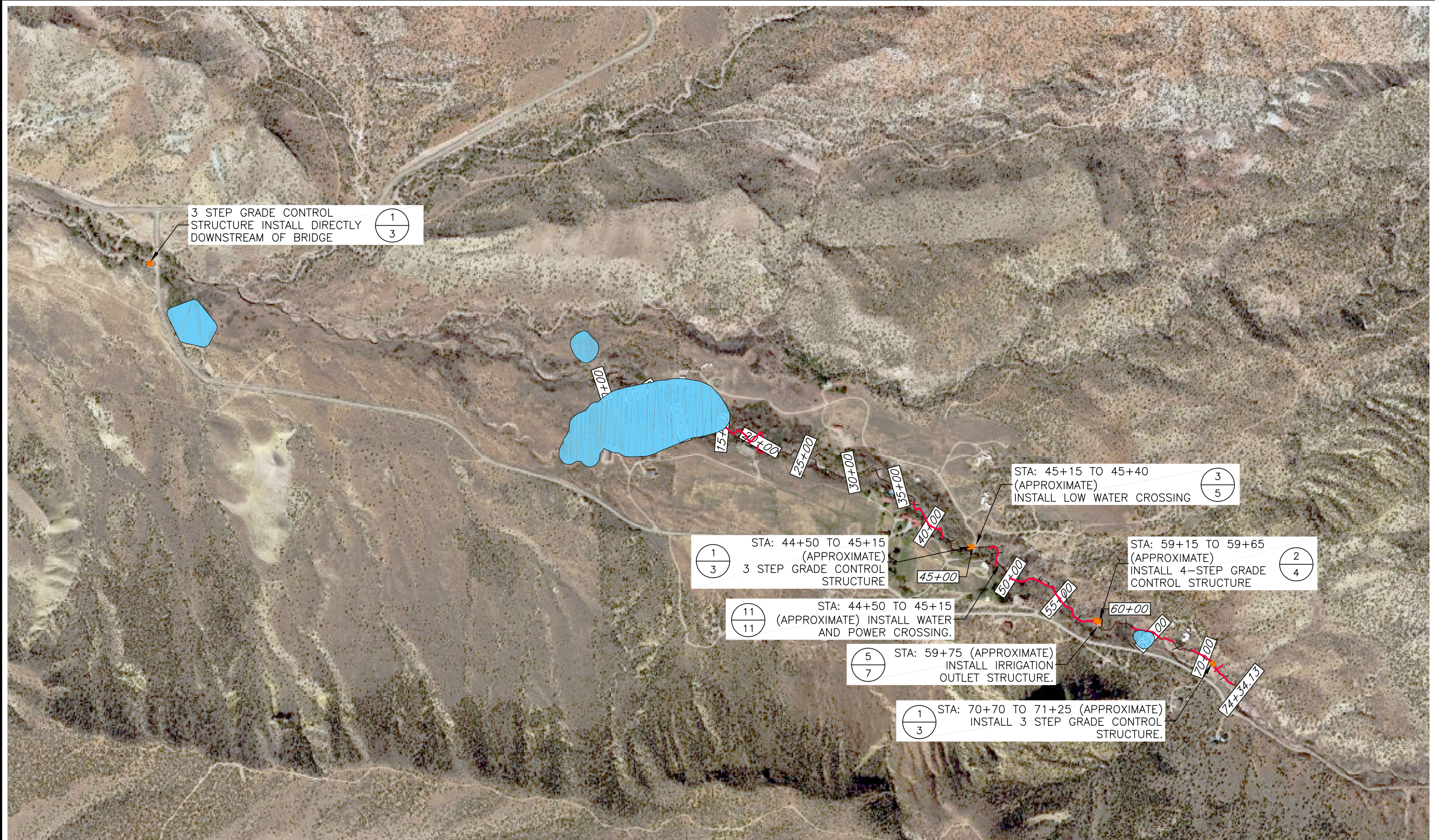
SPONSOR _____ DATE _____



KNOW WHAT'S BELOW!
 CONTACT BLUE STAKES OF UTAH 811 TO HAVE UTILITY LINES LOCATED AND MARKED. VISIT BLUESTAKES.ORG OR CALL 811 AT LEAST 48 HOURS BEFORE EXCAVATING. IT'S FREE AND IT'S THE LAW!

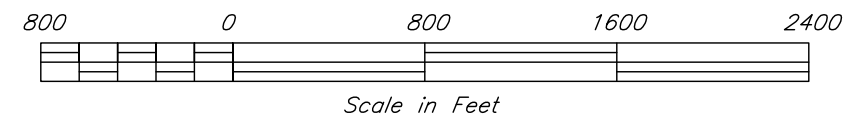
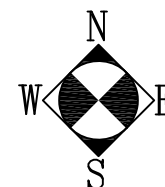
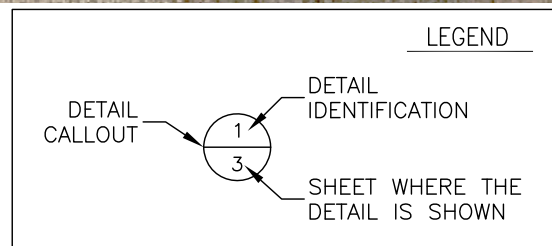
 United States Department of Agriculture Natural Resources Conservation Service	Date: 6/2023 Item 15. Designed: JD Drawn: JD & J Rob Checked: JHR & SMS Approved: JASON DODDS Digitally signed by JASON DODDS Date: 2024.07.23 08:17:25
COVER SHEET SAN JUAN PACK CREEK EWP 2021 PHASE 1 Job Class V	San Juan County, Utah San Juan County Conservation District
File No. Pack creek dodds.dwg	Drawing No. 1/22/24 Sheet 1
	379

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 2 OVERALL PLAN VIEW



CONSTRUCTION NOTES:

1. THE EXACT LOCATION OF EACH STRUCTURE WILL BE FLAGGED PRIOR TO CONSTRUCTION.



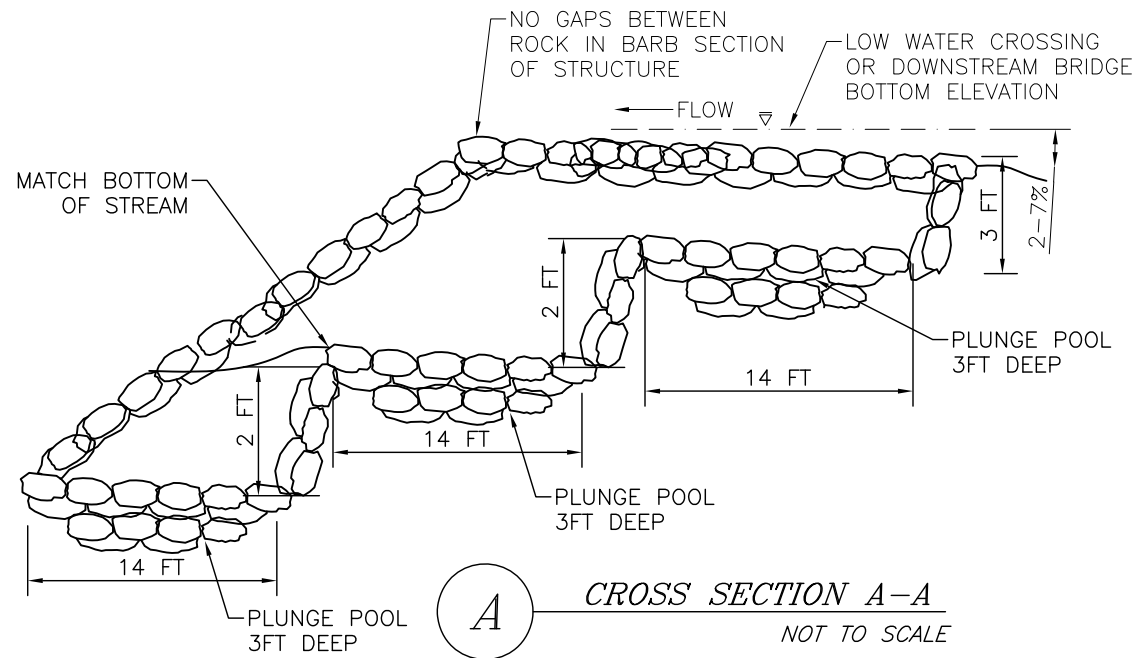
Date	6/2023	Item 15.
Designed	JD	
Drawn	JD & J Rob	12/
Checked	JHR & SMS	6&12/
Approved	JD	1/22/

OVERALL PLAN VIEW
 SAN JUAN PACK CREEK EWP 2021 PHASE 1
 Job Class V
 San Juan County Soil Conservation District
 San Juan County, Utah



File No.	Pack creek dodds.dwg
Drawing No.	
1/22/24 Sheet 2	380

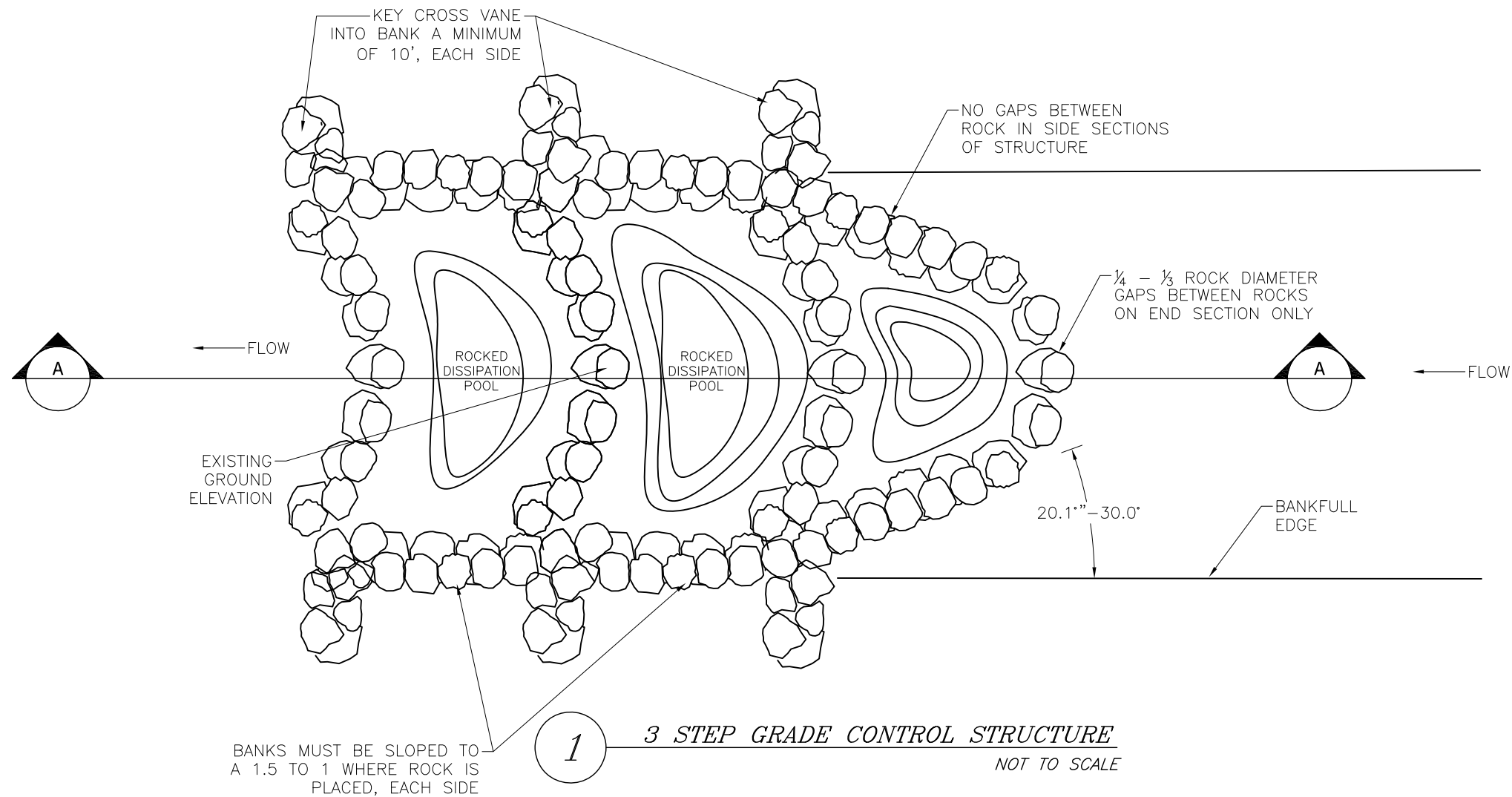
1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 3 3-STEP GRADE CONTROL STRUCTURE



CROSS SECTION A-A
NOT TO SCALE

NOTES:

1. THE GRADE CONTROL STRUCTURE WILL HAVE APPROXIMATELY THREE 2 FT DROPS TO DISSIPATE ENERGY THESE STRUCTURES WILL HAVE TO BE FIELD FIT DURING THE TIME OF CONSTRUCTION AS THE STREAM IS CHANGING.
2. ROCK SIZE SHALL HAVE A DIAMETER BETWEEN 19"-36".
3. INDIVIDUAL ROCK FRAGMENTS SHALL BE DENSE, SOUND, AND FREE FROM CRACKS, SEAMS, AND OTHER DEFECTS CONDUCTIVE TO ACCELERATED WEATHERING. EXCEPT AS OTHERWISE SPECIFIED, THE ROCK FRAGMENTS SHALL BE ANGULAR TO SUB-ANGULAR. THE LEAST DIMENSION OF AN INDIVIDUAL ROCK FRAGMENT SHALL BE NOT LESS THAN ONE-THIRD THE GREATEST DIMENSION OF THE FRAGMENT. ASTM D 4992 PROVIDES THE GUIDANCE ON SELECTING ROCK FROM A SOURCE. NRCS MUST APPROVE ALL ROCK MATERIAL. NRCS WILL ESTABLISH ALL ELEVATIONS PRIOR TO INSTALLATION.
4. THE ROCK SHALL HAVE A MINIMUM UNIT WEIGHT = 165 LBS/FT³
5. AVERAGE BANKFULL DEPTH (d_{bkt}) = 1'. AVERAGE BANKFULL WIDTH = 15'.
6. KEY INTO BANK A MINIMUM OF 10'. ROCK SIZE FOR KEY = 19"-36".
7. APPROXIMATE AMOUNT OF ROCK FOR THIS STRUCTURE: 166 YDS³.
8. VOLUME OF ROCK WAS ESTIMATED BY MULTIPLYING THE AREA OF THE STRUCTURE BY 3 FT DEEP.



3 STEP GRADE CONTROL STRUCTURE
NOT TO SCALE

BANKS MUST BE SLOPED TO A 1.5 TO 1 WHERE ROCK IS PLACED, EACH SIDE

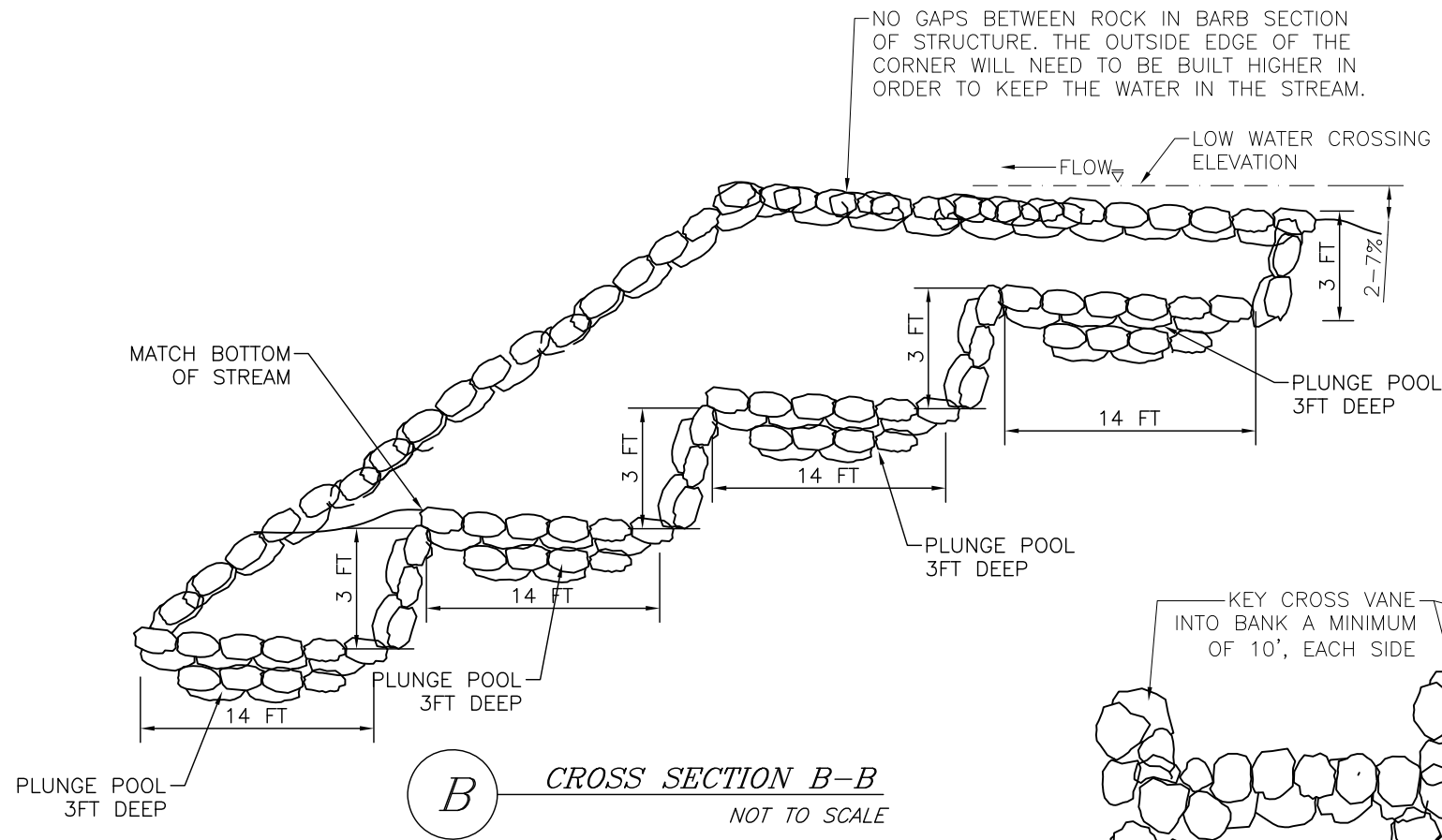
Date	6/2023	Item 15.
Designed	JD	
Drawn	JD & J Rob	12/
Checked	JHR & SMS	6&12/
Approved	JD	1/22/

3-STEP GRADE CONTROL STRUCTURE
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District

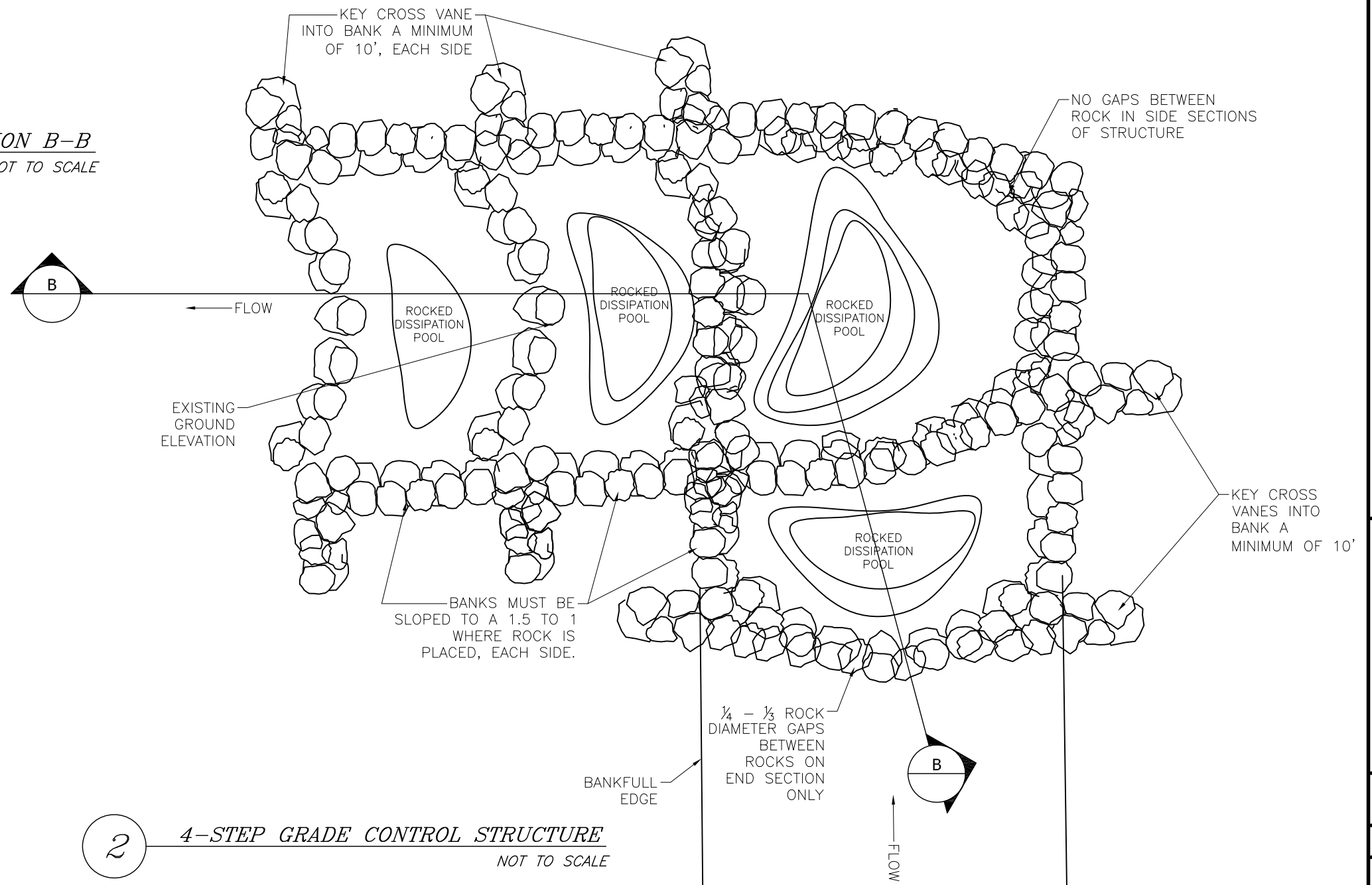


File No.	Pack creek dodds.dwg
Drawing No.	381
Sheet 3	

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 4 4-STEP GRADE CONTROL STRUCTURE



B CROSS SECTION B-B
NOT TO SCALE



2 4-STEP GRADE CONTROL STRUCTURE
NOT TO SCALE

NOTES:

1. THE GRADE CONTROL STRUCTURE WILL HAVE APPROXIMATELY FOUR 3 FT DROPS TO DISSIPATE ENERGY THESE STRUCTURES WILL HAVE TO BE FIELD FIT DURING THE TIME OF CONSTRUCTION AS THE STREAM IS CHANGING.
2. ROCK SIZE SHALL HAVE A DIAMETER BETWEEN 19"-36".
3. INDIVIDUAL ROCK FRAGMENTS SHALL BE DENSE, SOUND, AND FREE FROM CRACKS, SEAMS, AND OTHER DEFECTS CONDUCTIVE TO ACCELERATED WEATHERING. EXCEPT AS OTHERWISE SPECIFIED, THE ROCK FRAGMENTS SHALL BE ANGULAR TO SUB-ANGULAR. THE LEAST DIMENSION OF AN INDIVIDUAL ROCK FRAGMENT SHALL BE NOT LESS THAN ONE-THIRD THE GREATEST DIMENSION OF THE FRAGMENT. ASTM D 4992 PROVIDES THE GUIDANCE ON SELECTING ROCK FROM A SOURCE. NRCS MUST APPROVE ALL ROCK MATERIAL. NRCS WILL ESTABLISH ALL ELEVATIONS PRIOR TO INSTALLATION.
4. THE ROCK SHALL HAVE A MINIMUM UNIT WEIGHT = 165 LBS/FT³
5. AVERAGE BANKFULL DEPTH (d_{bkf}) = 1'. AVERAGE BANKFULL WIDTH = 15'.
6. KEY INTO BANK A MINIMUM OF 10'. ROCK SIZE FOR KEY = 19"-36".
7. APPROXIMATE AMOUNT OF ROCK FOR THIS STRUCTURE: 260 YDS³.
8. VOLUME OF ROCK WAS ESTIMATED BY MULTIPLYING THE AREA OF THE STRUCTURE BY 3 FT DEEP.

Date	6/2023	Item 15.
Designed	JD	
Drawn	JD & J Rob	12/
Checked	JHR & SMS	6&12/
Approved	JD	1/22/

4-STEP GRADE CONTROL STRUCTURE
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District

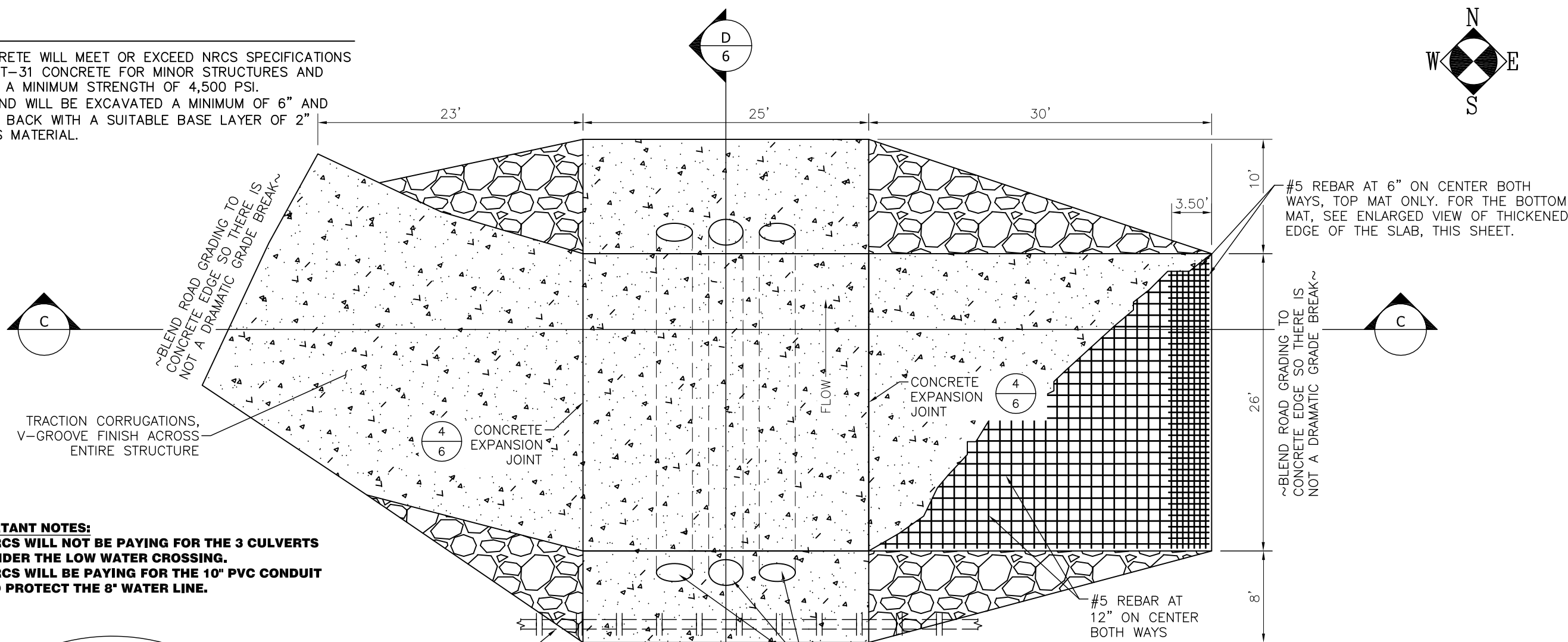


File No.	Pack creek dodds.dwg
Drawing No.	
1/22/24	382
Sheet 4	

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 5 LOW WATER CROSSING

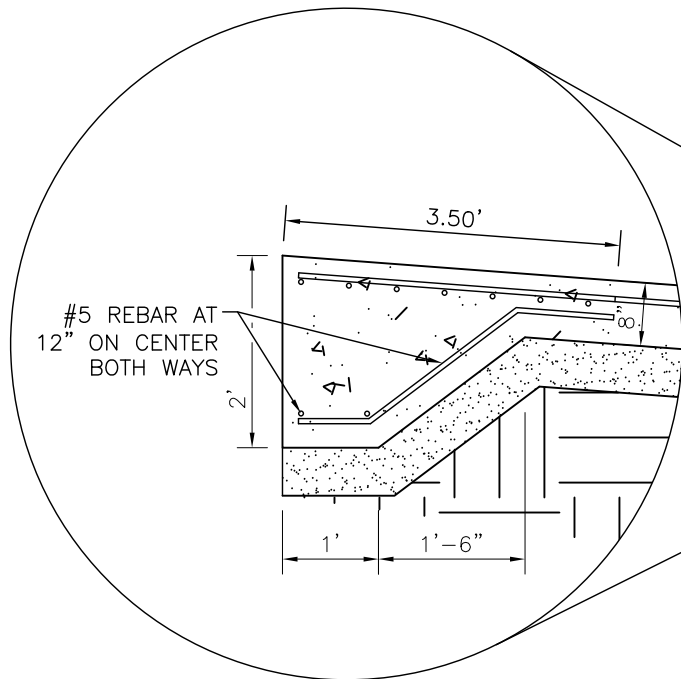
NOTES:

1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
2. GROUND WILL BE EXCAVATED A MINIMUM OF 6" AND BUILT BACK WITH A SUITABLE BASE LAYER OF 2" MINUS MATERIAL.



IMPORTANT NOTES:

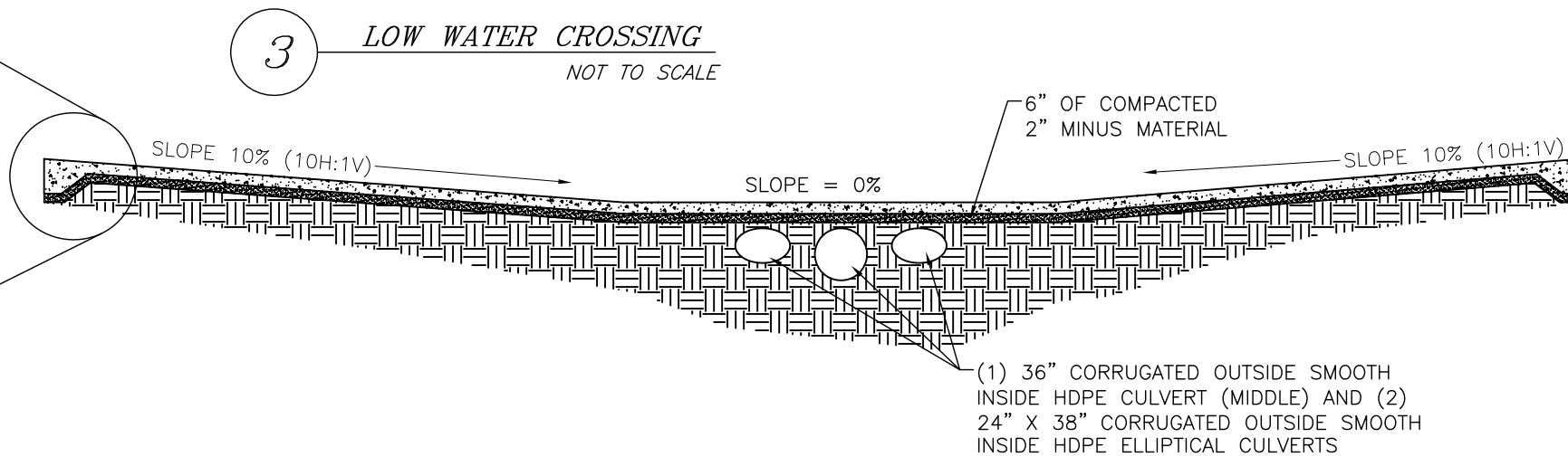
1. NRCS WILL NOT BE PAYING FOR THE 3 CULVERTS UNDER THE LOW WATER CROSSING.
2. NRCS WILL BE PAYING FOR THE 10" PVC CONDUIT TO PROTECT THE 8' WATER LINE.



ENLARGED VIEW OF THICKENED EDGE OF THE SLAB (NOT TO SCALE)

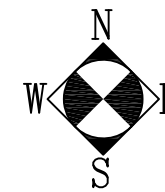
40 FEET OF 10" IPS 100 PSI PVC CONDUIT PIPE FOR CULINARY WATER LINE

(1) 36" CORRUGATED OUTSIDE SMOOTH INSIDE HDPE CULVERT (MIDDLE) AND (2) 24" X 38" CORRUGATED OUTSIDE SMOOTH INSIDE HDPE ELLIPTICAL CULVERTS



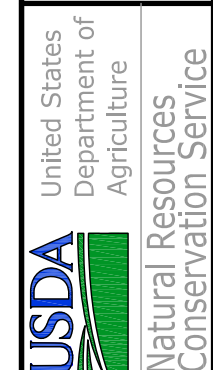
C CROSS SECTION C-C NOT TO SCALE

(1) 36" CORRUGATED OUTSIDE SMOOTH INSIDE HDPE CULVERT (MIDDLE) AND (2) 24" X 38" CORRUGATED OUTSIDE SMOOTH INSIDE HDPE ELLIPTICAL CULVERTS



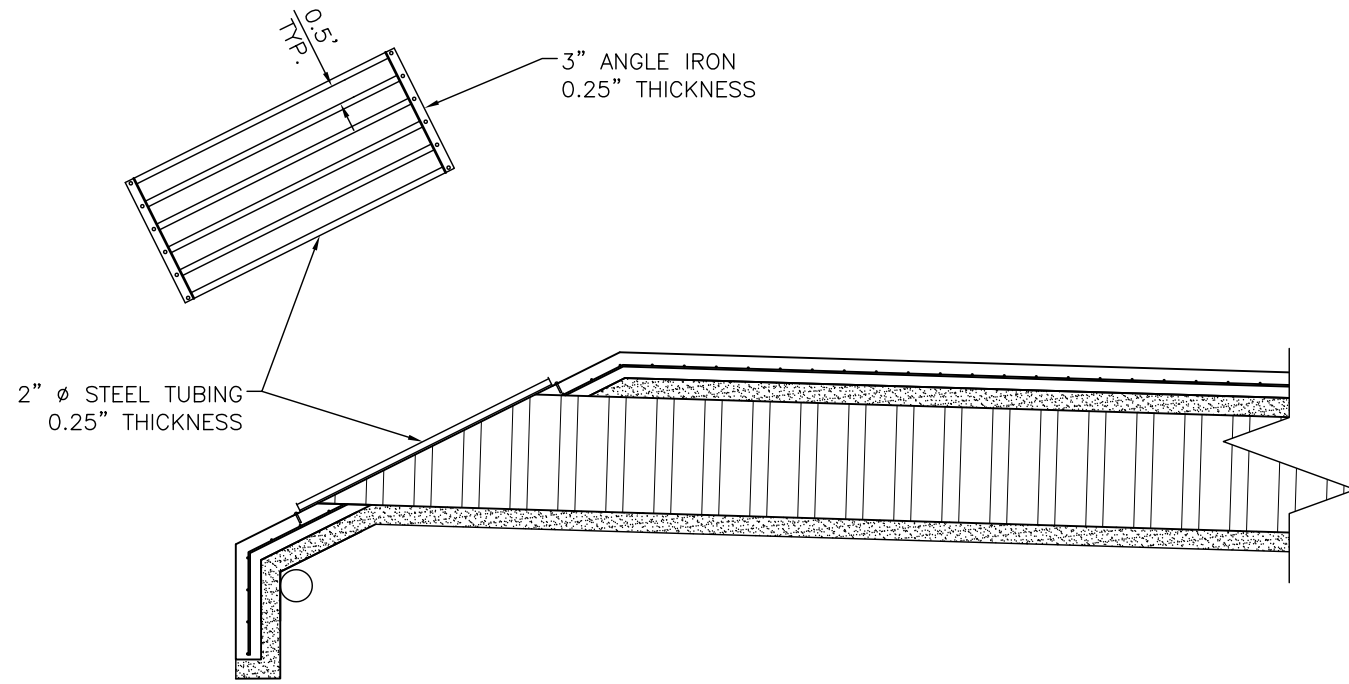
Date	6/2023	Item	15.
Designed	JD	Drawn	JD & J Rob
Checked	JHR & SMS	Approved	JD
			1/22/24

LOW WATER CROSSING
 SAN JUAN PACK CREEK EWP 2021 PHASE 1
 Job Class V
 San Juan County Soil Conservation District
 San Juan County, Utah



File No.	Pack creek dodds.dwg
Drawing No.	
1/22/24	383
Sheet	5

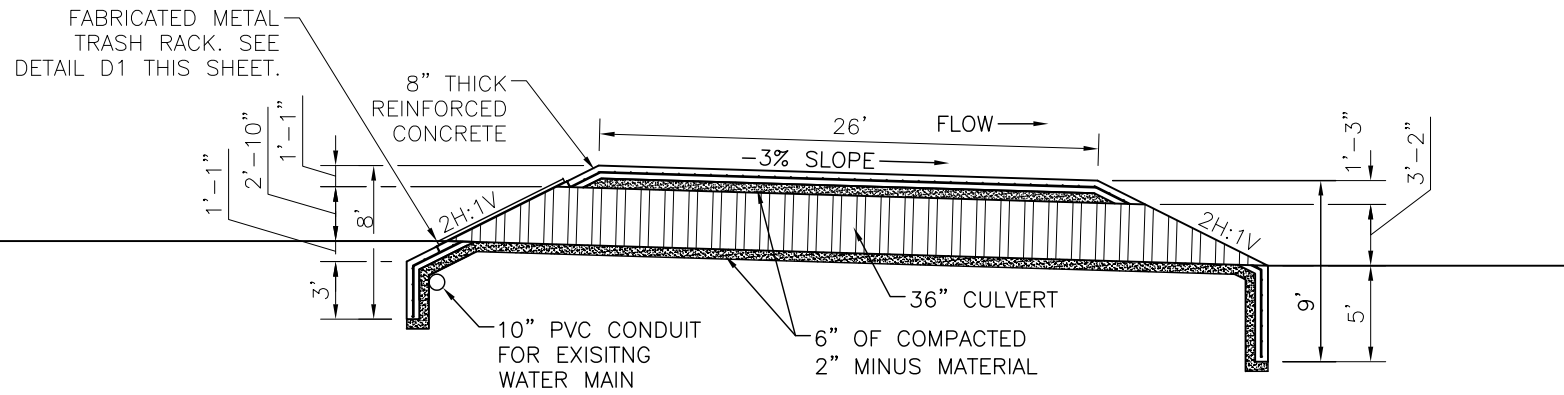
1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 6 LOW WATER CROSSING DETAILS



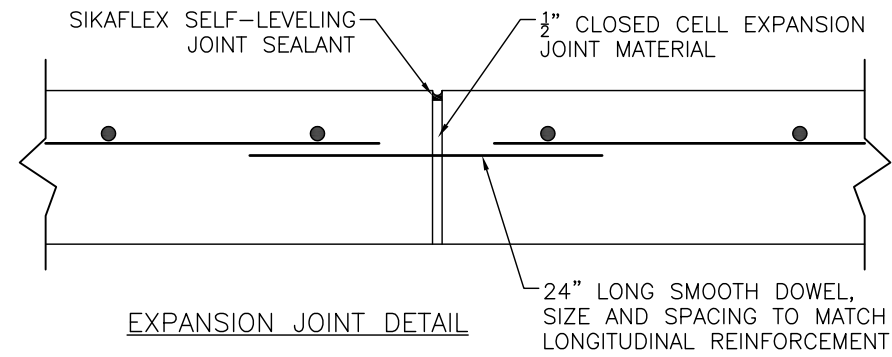
D1 TRASH RACK
NOT TO SCALE

NOTES:

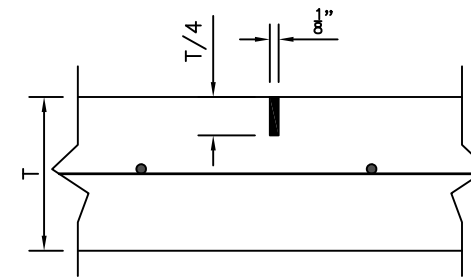
1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
2. ALL REBAR SHALL BE #5 ON 12" CC BOTH DIRECTIONS.
3. GROUND WILL BE EXCAVATED A MINIMUM OF 6" BELOW THE TOP OF THE EXISTING LOW WATER CROSSING.



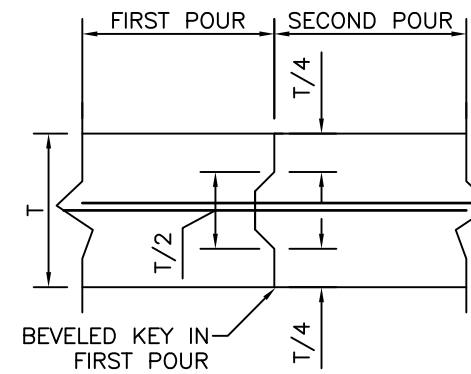
D CROSS SECTION D-D
NOT TO SCALE



EXPANSION JOINT DETAIL



SAW CUT JOINT DETAIL



CONSTRUCTION JOINT DETAIL

4 CONCRETE JOINT DETAILS
NOT TO SCALE

Date	6/2023	Item 15.
Designed	JD	
Drawn	JD & J Rob	12/
Checked	JHR & SMS	6&12/
Approved	JD	1/22/

LOW WATER CROSSING DETAILS
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V



File No.
Pack creek dodds.dwg

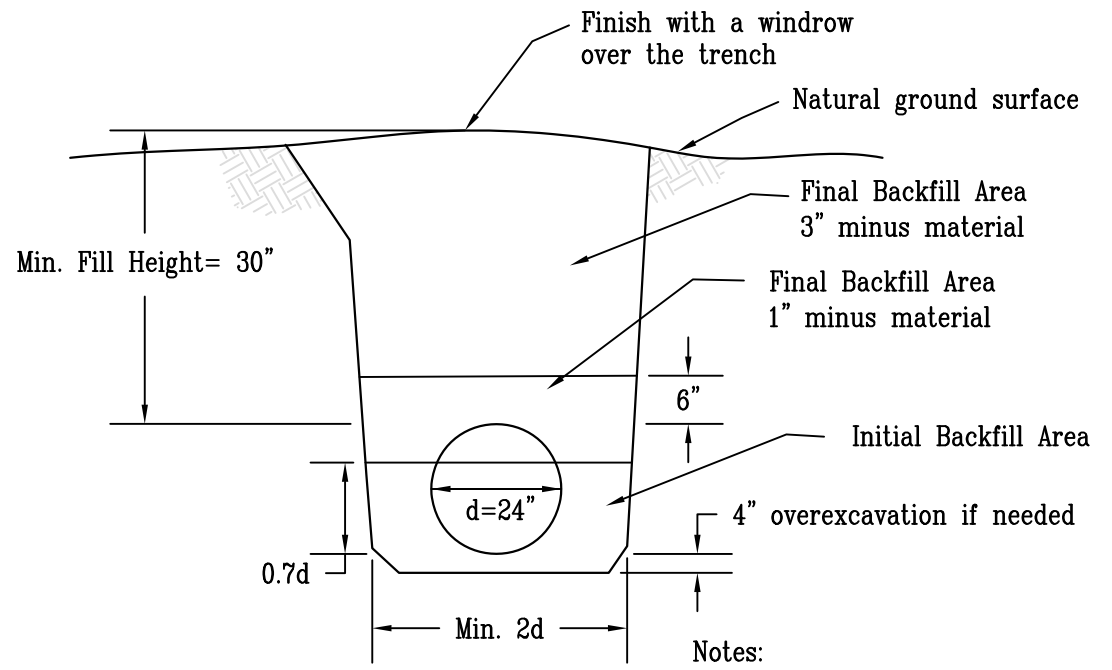
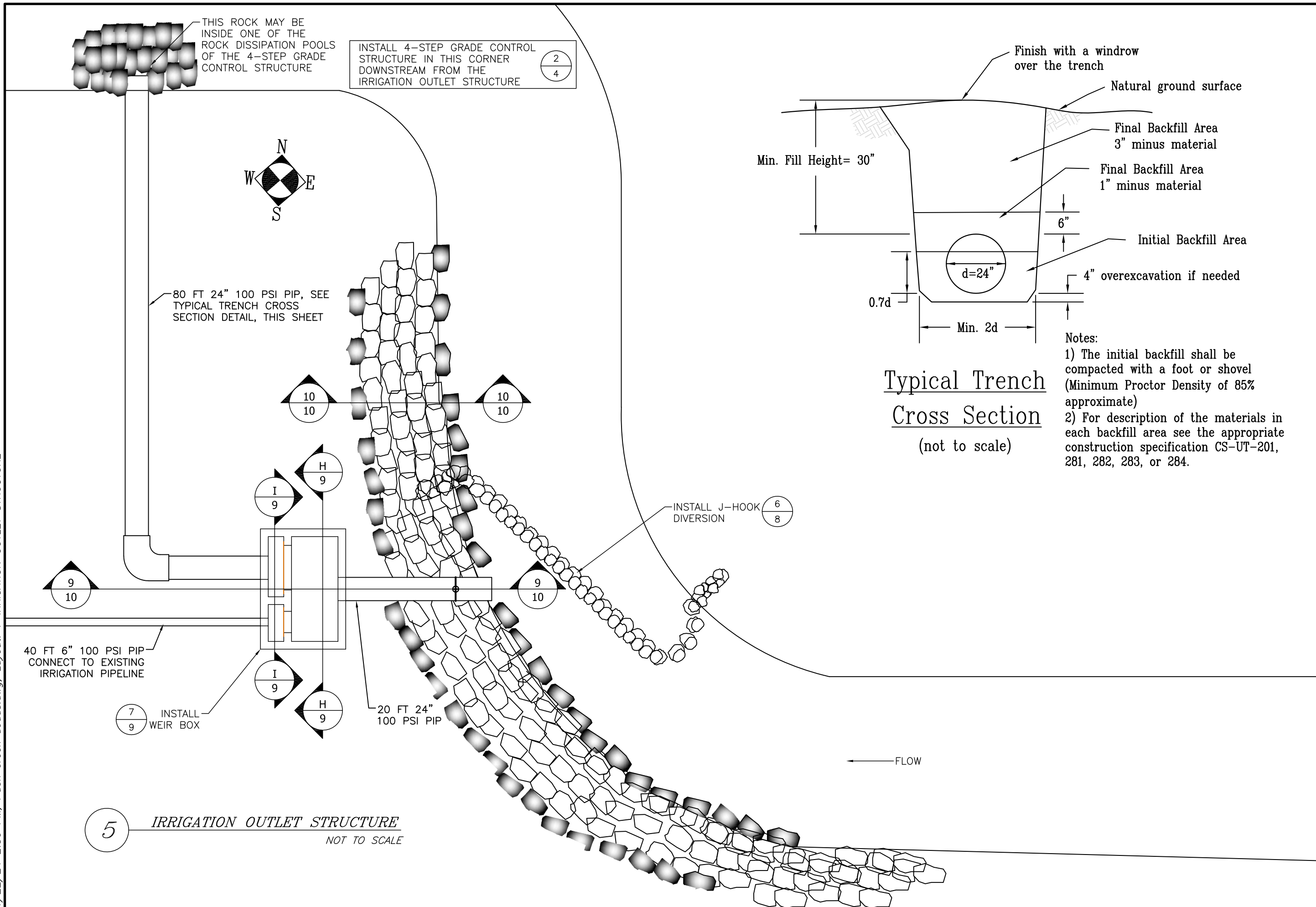
Drawing No.

1/22/24
Sheet 6

384

San Juan County, Utah

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 7 IRRIGATION OUTLET STRUCTURE



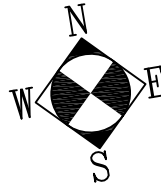
Typical Trench Cross Section
(not to scale)

- Notes:
- 1) The initial backfill shall be compacted with a foot or shovel (Minimum Proctor Density of 85% approximate)
 - 2) For description of the materials in each backfill area see the appropriate construction specification CS-UT-201, 281, 282, 283, or 284.

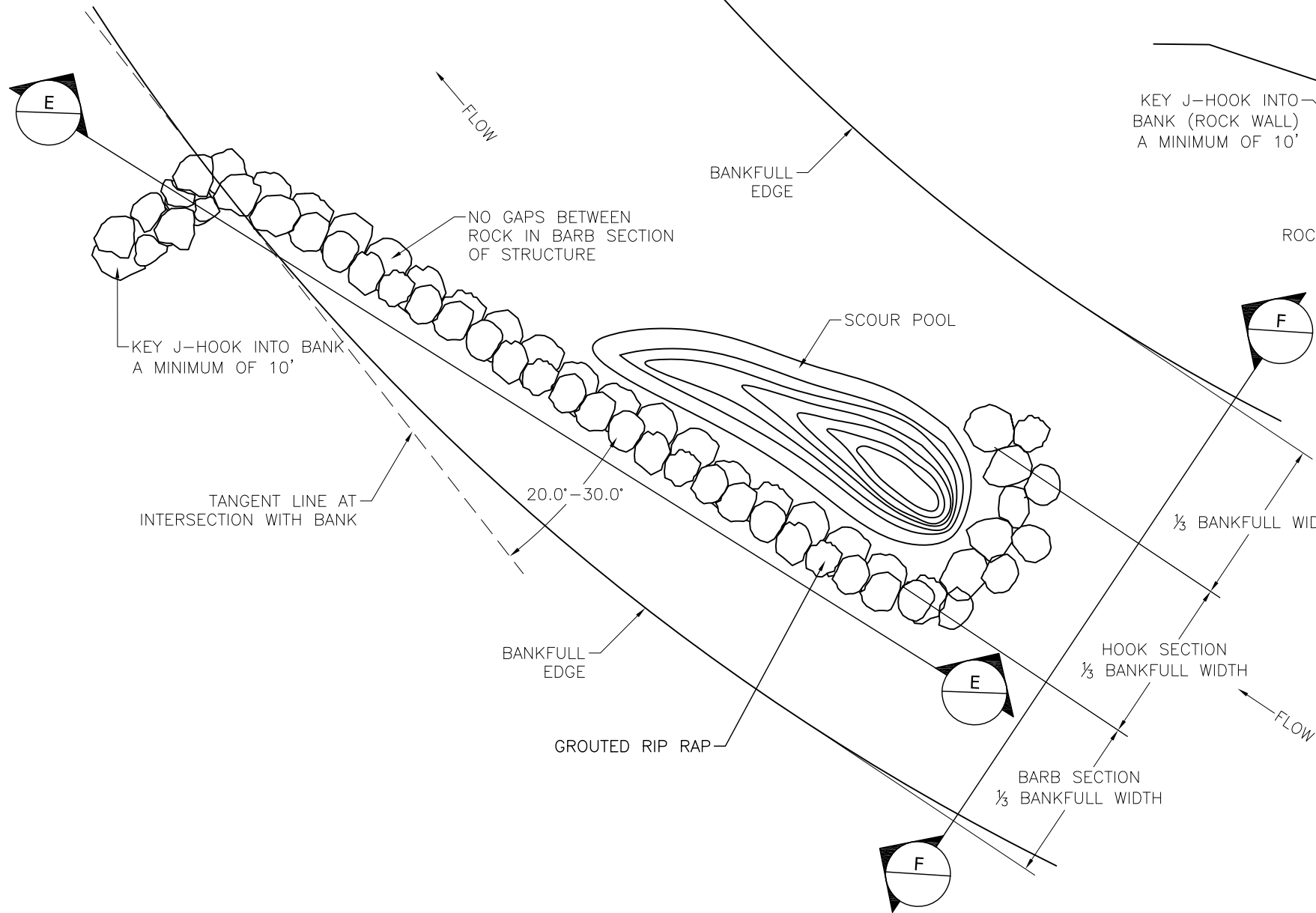
<p>United States Department of Agriculture Natural Resources Conservation Service</p>	<p>File No. Pack creek dodds.dwg</p>
	<p>Drawing No. 1/22/24 Sheet 7</p>
	<p>Item 15.</p>
	<p>Date 6/2023</p>
<p>Designed JD Drawn JD & J Rob Checked JHR & SMS Approved JD</p>	<p>Job Class V San Juan County, Utah</p>
<p>IRRIGATION OUTLET STRUCTURE SAN JUAN PACK CREEK EWP 2021 PHASE 1</p>	

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 8 J-HOOK DETAILS

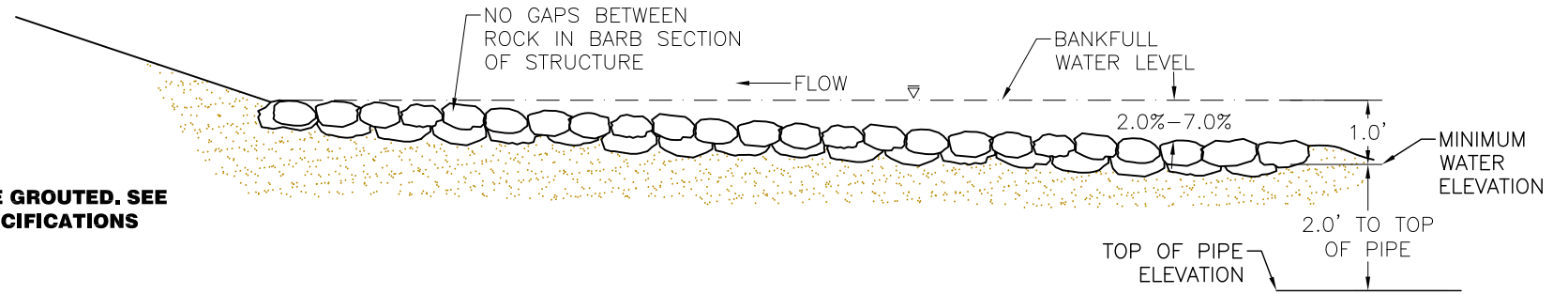
Stone Gradation	
Diameter	% Passing
35.6 in	100
30.3 in	75
27.4 in	60
25.4 in	50
23.5 in	40
21.2 in	30
18.5 in	20



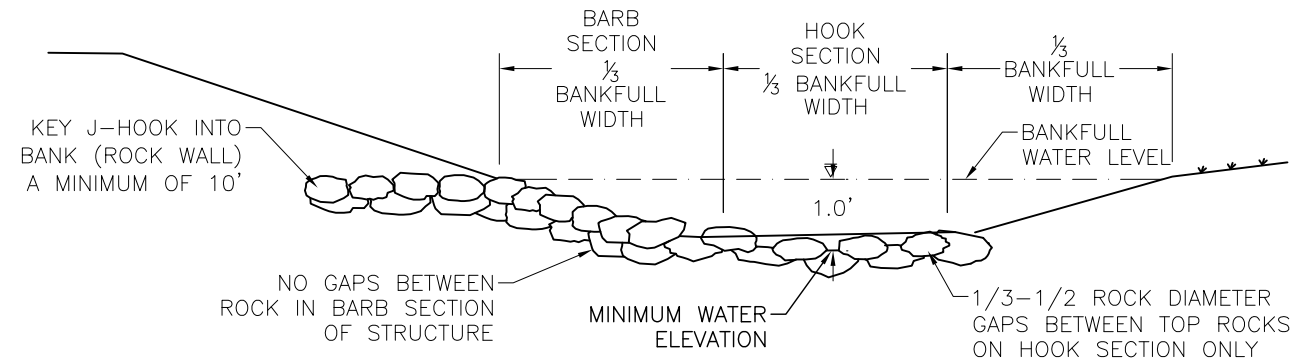
**IMPORTANT NOTE:
J-HOOK ROCK IS TO BE GROUTED. SEE
GROUTED RIP-RAP SPECIFICATIONS
FOR MORE DETAILS.**



6 J-HOOK DETAILS
NOT TO SCALE



E CROSS SECTION E-E - VIEW ALONG BARB
NOT TO SCALE



F CROSS SECTION F-F
NOT TO SCALE

NOTES:

- ROCK SIZE SHALL HAVE A DIAMETER BETWEEN 20"-36".
- INDIVIDUAL ROCK FRAGMENTS SHALL BE DENSE, SOUND, AND FREE FROM CRACKS, SEAMS, AND OTHER DEFECTS CONDUCTIVE TO ACCELERATED WEATHERING. EXCEPT AS OTHERWISE SPECIFIED, THE ROCK FRAGMENTS SHALL BE ANGULAR TO SUBROUNDED. THE LEAST DIMENSION OF AN INDIVIDUAL ROCK FRAGMENT SHALL BE NOT LESS THAN ONE-THIRD THE GREATEST DIMENSION OF THE FRAGMENT. ASTM D 4992 PROVIDES THE GUIDANCE ON SELECTING ROCK FROM A SOURCE. NRCS MUST APPROVE ALL ROCK MATERIAL. NRCS WILL ESTABLISH ALL ELEVATIONS PRIOR TO INSTALLATION.
- THE ROCK SHALL HAVE A MINIMUM UNIT WEIGHT = 165 LBS/FT³
- AVERAGE BANKFULL DEPTH (d_{bkr}) = 6'. AVERAGE BANKFULL WIDTH = 54'.
- J-HOOK BARB LENGTH = 51'.
- BARB SECTION IS MEASURED FROM THE BANK TO THE START OF THE HOOK.
- KEY INTO BANK A MINIMUM OF 10'. ROCK SIZE FOR KEY = 19"-36".
- HOOK SECTION LENGTH: 18'
- HOOK SECTION IS $\frac{1}{3}$ OF THE BANKFULL WIDTH.
- TOTAL LENGTH OF STRUCTURE: 79'
- THE TOTAL LENGTH OF THE STRUCTURE IS THE SUM OF THE KEY SECTION (10'), THE BARB SECTION (51') AND THE HOOK SECTION (18'). SEE THE J-HOOK SIZING SPREADSHEET IN THE DESIGN PACKAGE FOR MORE DETAILS.
- APPROXIMATE AMOUNT OF ROCK FOR THE J-HOOK: 50 YDS³. ENTIRE J-HOOK WILL BE GROUTED RIP RAP.

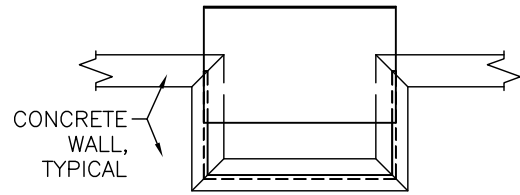
Date	6/2023	Item 15.
Designed	JD	
Drawn	JD & J Rob	
Checked	JHR & SMS	
Approved	JD	

SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah



File No.	Pack creek dodds.dwg
Drawing No.	
1/22/24	386
Sheet 8	

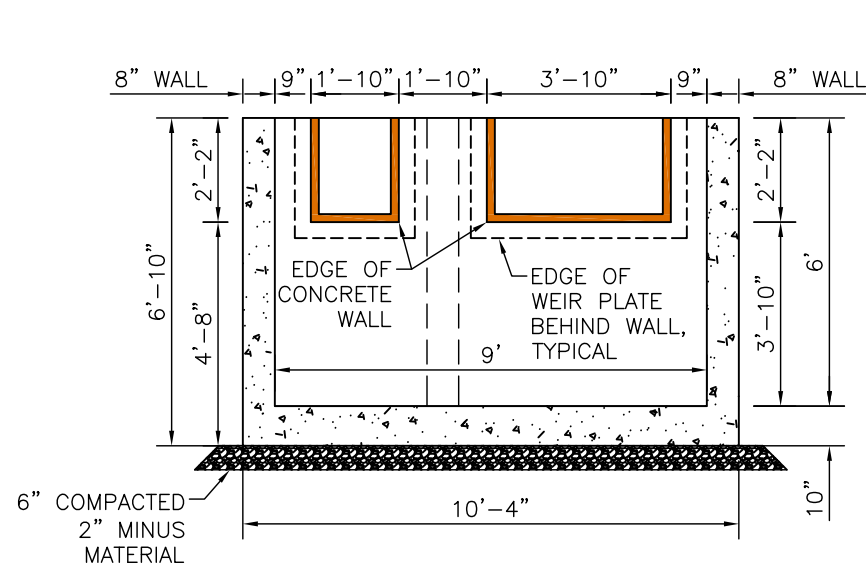
1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 9 IRRIGATION OUTLET DETAILS



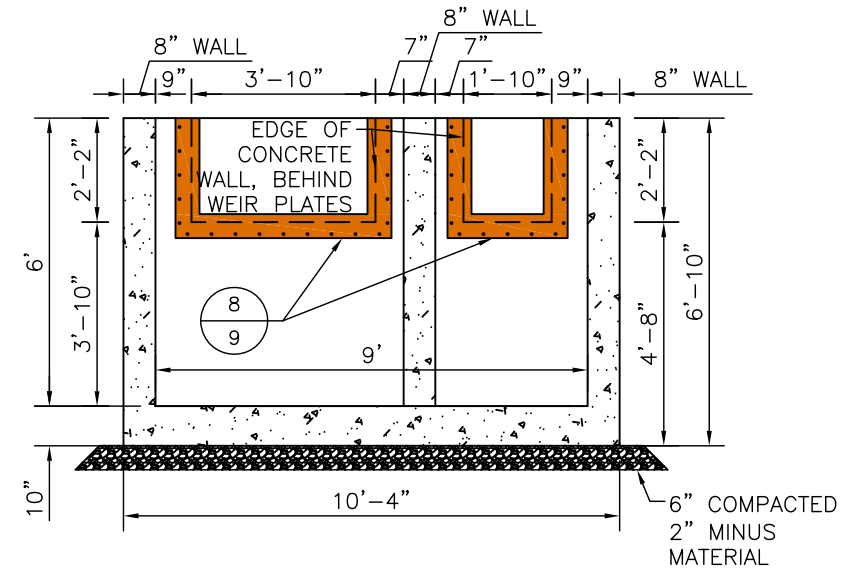
SIDE VIEW

48" WIDE X 28" DEEP SMALL TIN OUTLET GATE FORMED/CUT INTO WEIR BOX CONCRETE WALL APPROXIMATELY 1".

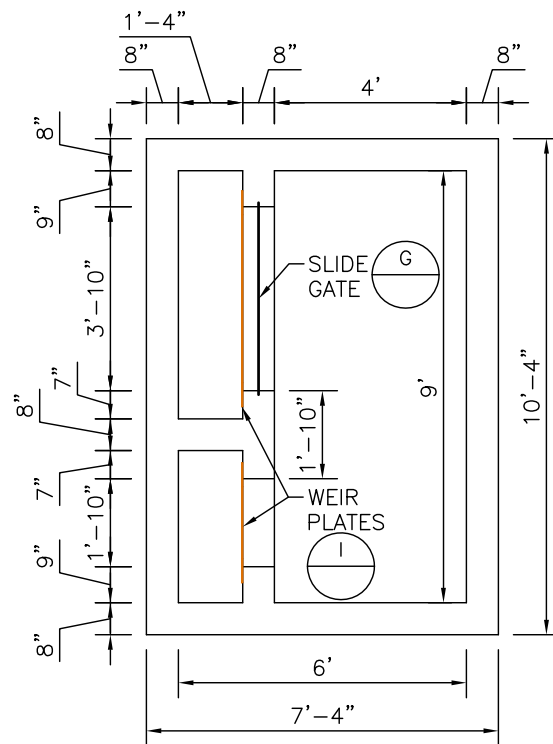
G TIN OR STEEL SLIDE GATE NOT TO SCALE



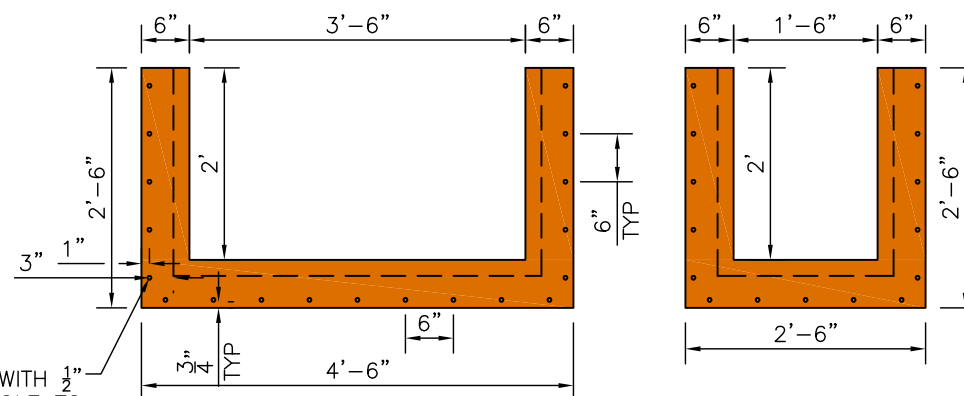
H CROSS SECTION E-E NOT TO SCALE



I CROSS SECTION F-F NOT TO SCALE



7 WEIR BOX TOP VIEW NOT TO SCALE



8 WEIR PLATES NOT TO SCALE

1/4" STEEL PLATE (MIN) WITH 1/2" HOLES, CENTER OF HOLE TO BE DRILLED 1" AWAY FROM THE EDGE OF THE STEEL PLATE. THE HOLE SHOULD BE 3" FROM EDGE OF CONCRETE

NOTES:

1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
2. ALL REBAR SHALL BE #5 ON 12" CC BOTH DIRECTIONS.

Date	6/2023	Item 15.
Designed	JD	
Drawn	JD & J Rob	12/
Checked	JHR & SMS	6&12/
Approved	JD	1/22/

IRRIGATION OUTLET DETAILS
 SAN JUAN PACK CREEK EWP 2021 PHASE 1
 Job Class V
 San Juan County, Utah
 San Juan County Soil Conservation District



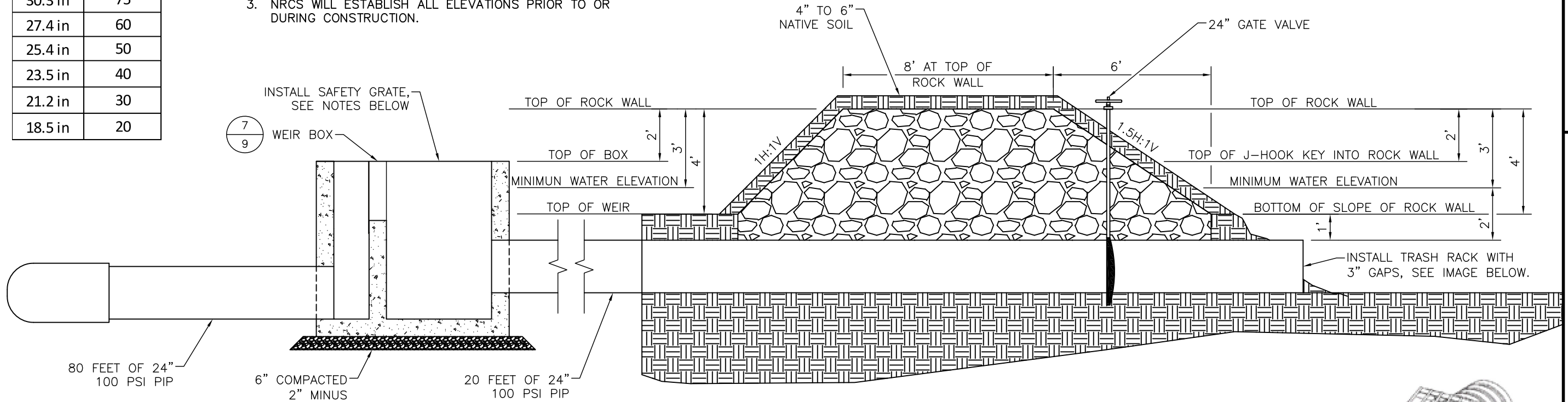
File No.	Pack creek dodds.dwg
Drawing No.	
1/22/24	387
Sheet 9	

1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 10 ROCK WALL DETAILS

Stone Gradation	
Diameter	% Passing
35.6 in	100
30.3 in	75
27.4 in	60
25.4 in	50
23.5 in	40
21.2 in	30
18.5 in	20

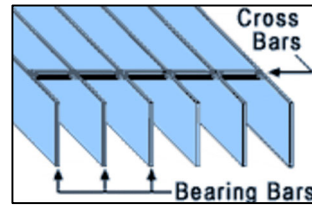
NOTES:

1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
2. ALL REBAR SHALL BE #5 ON 12" CC BOTH DIRECTIONS.
3. NRCS WILL ESTABLISH ALL ELEVATIONS PRIOR TO OR DURING CONSTRUCTION.

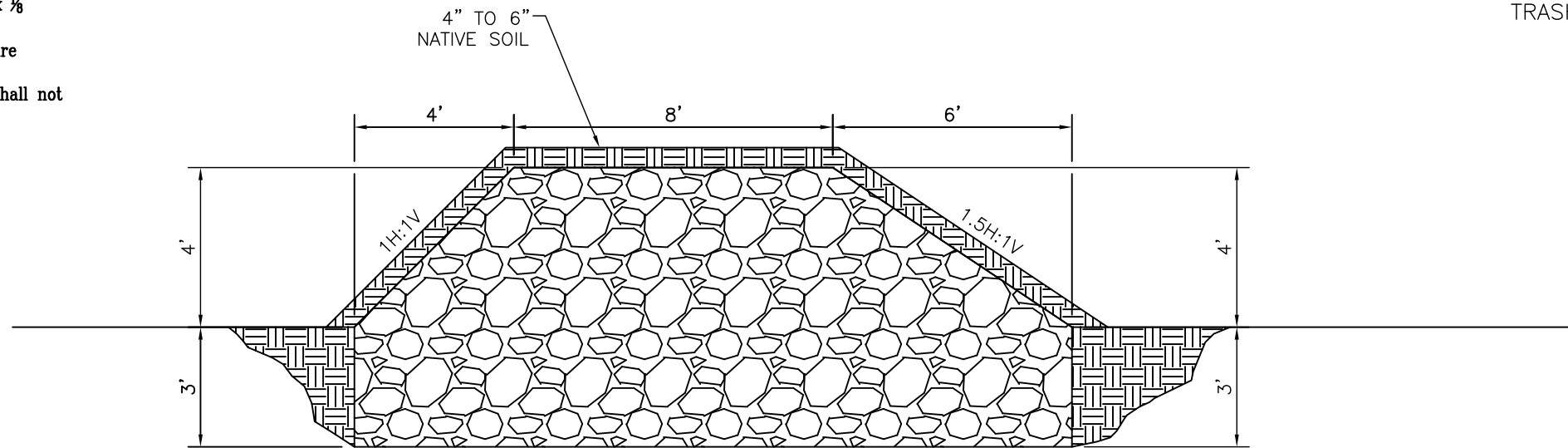
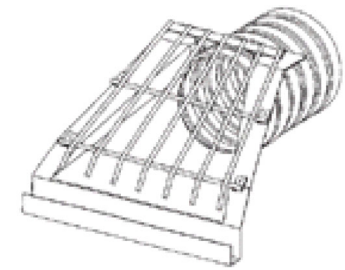


9 ROCK WALL CROSS SECTION AT IRRIGATION OUTLET
NOT TO SCALE

A grate over the structure is required to prevent accidental entry. The grate should meet that shown below.



Bearing Bar Details: 1 1/4" x 1/8" steel spaced at 1 3/16" c-c.
Cross Bar Details: 3/16" square spaced at 4" c-c.
The length of these bars shall not exceed 5' long.



10 ROCK WALL CROSS SECTION
NOT TO SCALE

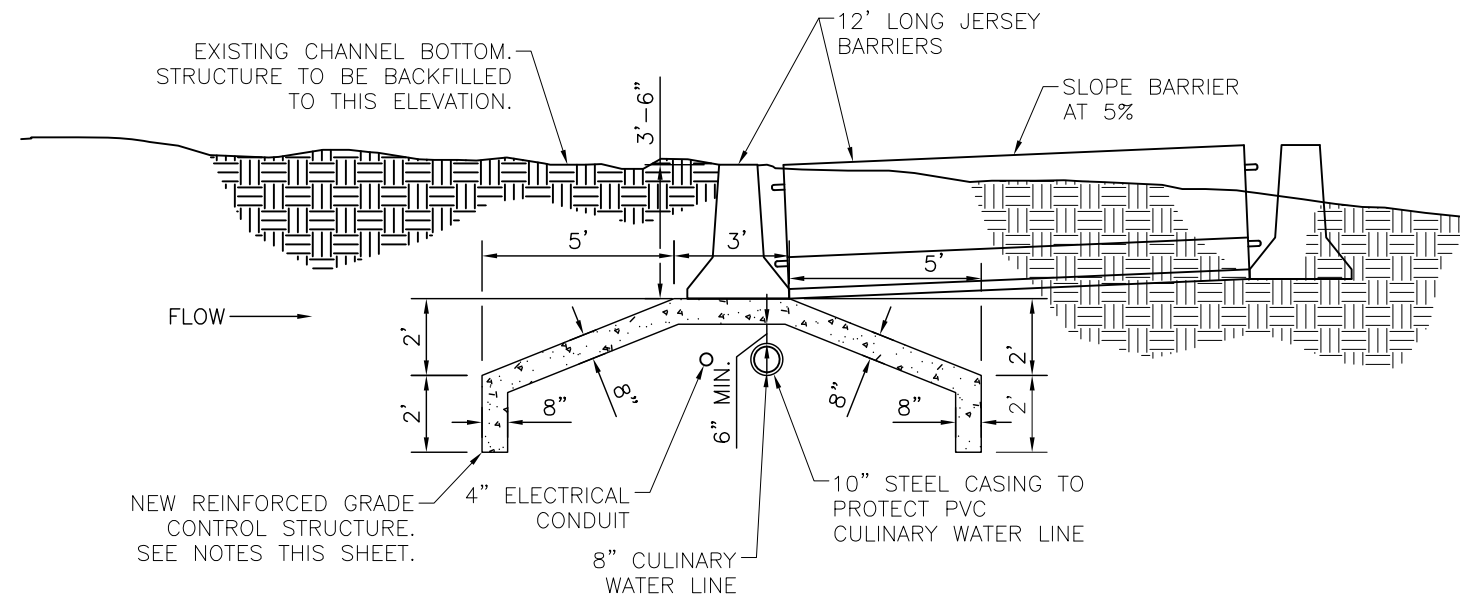
Date	6/2023	Item 15.
Designed	JD	
Drawn	JD & J Rob	12/
Checked	JHR & SMS	6&12/
Approved	JD	1/22/

SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County Soil Conservation District
San Juan County, Utah



File No.	Pack creek dodds.dwg
Drawing No.	
1/22/24	388
Sheet 10	

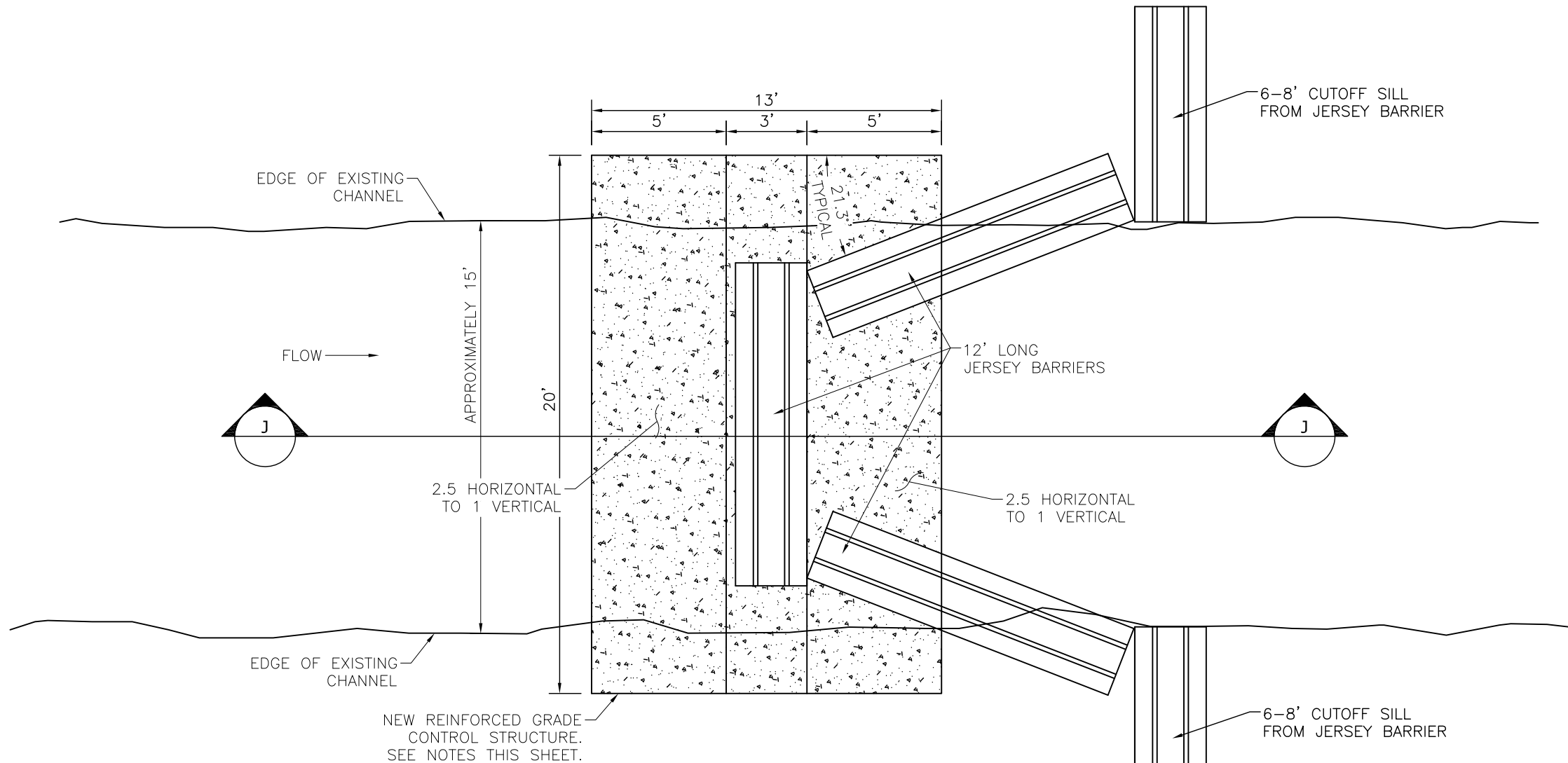
1/22/24 2:30 PM; Pack creek dodds.dwg; Layout: 11 WATER AND POWER CROSSING



J CROSS SECTION G-G
NOT TO SCALE

NOTES:

1. CONCRETE WILL MEET OR EXCEED NRCS SPECIFICATIONS CS-UT-31 CONCRETE FOR MINOR STRUCTURES AND HAVE A MINIMUM STRENGTH OF 4,500 PSI.
2. ALL REBAR SHALL BE #5 ON 12" CC BOTH DIRECTIONS.
3. EXCAVATE CHANNEL BOTTOM TO BOTTOM ACCOMMODATE THE PLACEMENT OF THE STRUCTURE. BACKFILL WILL BE 12" MINUS NATIVE MATERIAL.
4. BACKFILL WILL MATCH EXISTING CHANNEL BOTTOM SLOPE.
5. BACKFILL WILL BE COMPACTED USING THE CLASS C METHOD AS OUTLINED IN CS-UT-23.



11 WATER AND POWER CROSSING
NOT TO SCALE

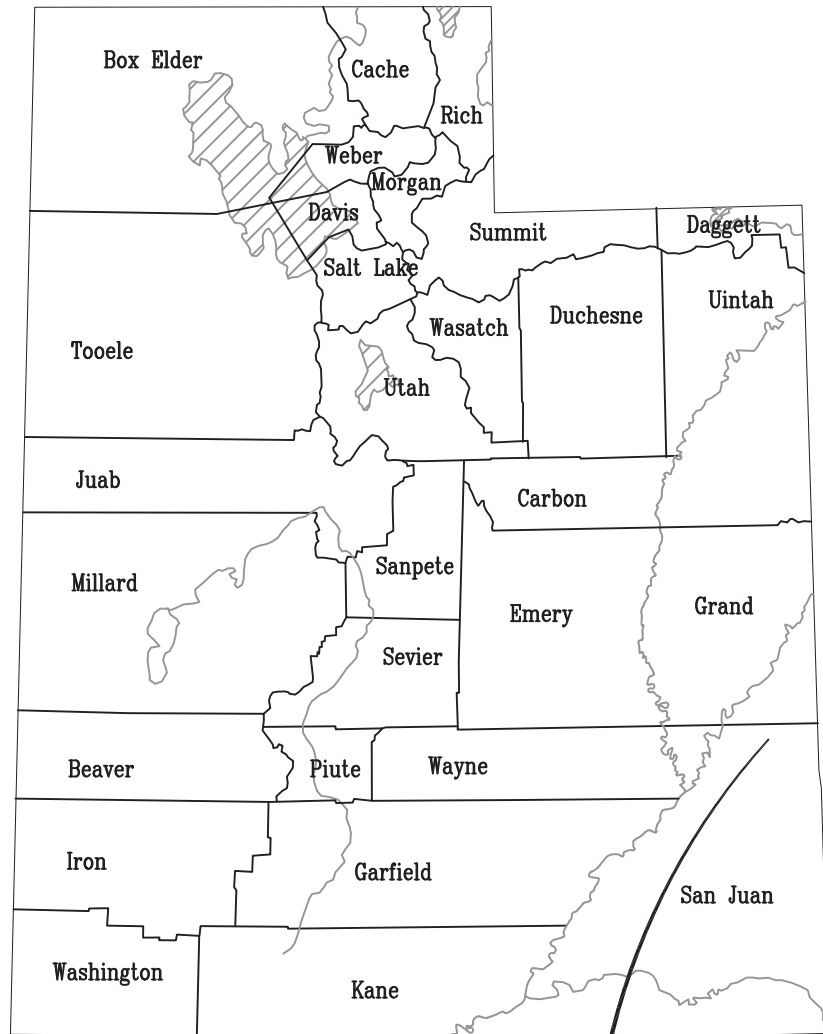
Date	6/2023	Item	15.
Designed	JD	Drawn	JD & J Rob
Checked	JHR & SMS	Approved	JD
			1/22/24

WATER AND POWER CROSSING
SAN JUAN PACK CREEK EWP 2021 PHASE 1
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District



File No.	Pack creek dodds.dwg
Drawing No.	389
Sheet 1	

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 1 COVER SHEET



CONSTRUCTION PLANS PREPARED FOR SAN JUAN PACK CREEK EWP 2021 PHASE 2 DESIGNED BY UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

CLEARANCES AND PERMITS

IT SHALL BE THE RESPONSIBILITY OF THE SPONSOR TO OBTAIN ALL NECESSARY CLEARANCES, PERMITS, RIGHTS OF WAY, AND TO COMPLY WITH ALL ORDINANCES AND LAWS PERTAINING TO THE CONSTRUCTION OF THIS PROJECT.

IT SHALL BE THE RESPONSIBILITY OF THE SPONSOR TO ASSURE THAT THE PROJECT IS CONSTRUCTED ACCORDING TO THE ATTACHED DRAWINGS AND SPECIFICATIONS. ANY CHANGES SHALL BE SUBMITTED IN WRITING TO THE NRCS 48 HOURS PRIOR TO IMPLEMENTATION FOR APPROVAL.

GENERAL NOTES

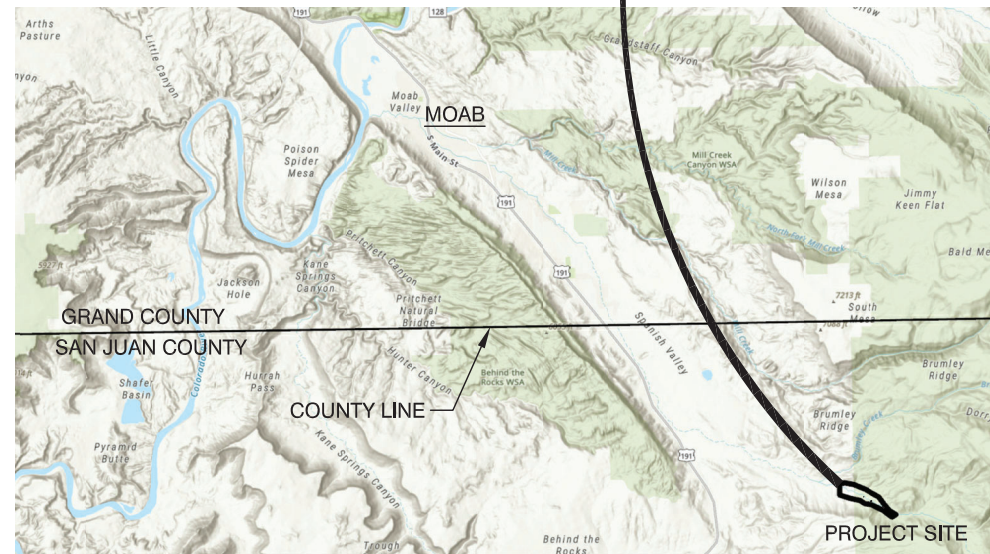
THE CONSTRUCTION PLANS INCLUDE THESE DRAWINGS AS WELL AS THE ATTACHED SPECIFICATIONS AND OPERATIONS AND MAINTENANCE PLAN.

LOCATION OF UTILITIES

NO REPRESENTATION IS MADE AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES PUBLIC OR PRIVATE.

THE COOPERATOR MUST OBTAIN THE EXACT LOCATION AND DEPTH OF ALL UTILITIES FROM THE UTILITY COMPANIES PRIOR TO EXCAVATION OR CONSTRUCTION ACTIVITIES.

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	PLAN VIEW
3	PROFILE VIEWS - R&R 1 AND TR 2
4	PROFILE VIEWS - R&R 3 AND TR 4
5	PROFILE VIEWS - R&R 5
6	PROFILE VIEW R&R'S 6, 7 & 8
7	CROSS SECTION VIEWS - 1 & 2
8	CROSS SECTION VIEWS - 3 & 4
9	CROSS SECTION VIEWS - 5 & 6
10	CROSS SECTION VIEW - 7
11	ROCK N ROLL LOGS DETAIL
12	STREAMBANK PROTECTION DETAILS
13	TREE HARVEST DETAIL



SECTIONS 22 & 23, TOWNSHIP 27 SOUTH, RANGE 23 EAST, SALT LAKE BASE AND MERIDIAN (SLBM)

NRCS CONTACT INFORMATION:
 Jason Dodds NRCS Engineer
 2390 West Highway 56, Suite 14
 Cedar City, UT 84721
 435-868-3947 Office
 435-590-7661 Mobile

NRCS SHALL BE NOTIFIED 72 HOURS PRIOR TO CONSTRUCTION.

I HAVE REVIEWED THESE PLANS, DETAILS, SPECIFICATIONS AND O&M AGREEMENTS, AND FIND THEM ACCEPTABLE.

SPONSOR _____ DATE _____



KNOW WHAT'S BELOW!
 CONTACT BLUE STAKES OF UTAH 811 TO HAVE UTILITY LINES LOCATED AND MARKED. VISIT BLUESTAKES.ORG OR CALL 811 AT LEAST 48 HOURS BEFORE EXCAVATING. IT'S FREE AND IT'S THE LAW!

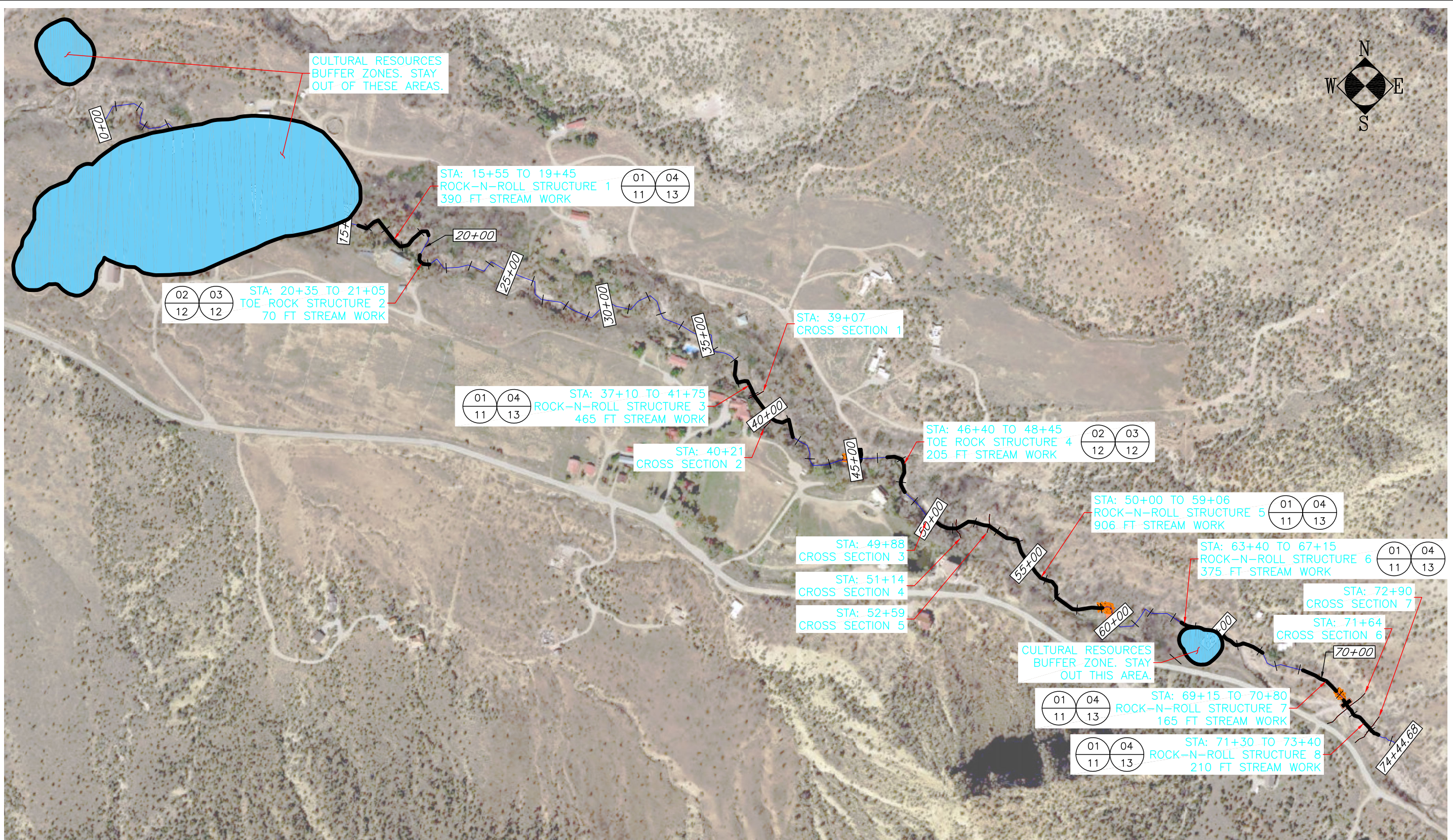
Date 11/2023
 Item 15.
 Designed JD
 Drawn JD & J Rob
 Checked SMS
 Approved JASON DODDS
 Digitally signed by JASON DODDS
 Date: 2024.01.23 08:44

COVER SHEET
 SAN JUAN PACK CREEK EWP 2021 PHASE 2
 Job Class V
 San Juan County, Utah
 San Juan County Soil Conservation District

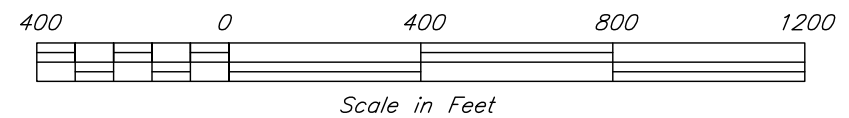


File No. Pack Creek SJ EWP-P2.dwg
 Drawing No. 390
 Sheet 1

1/22/24 2:51 PM; Pack Creek SJ EWP-P2.dwg; Layout: 2 PLAN VIEW



IMPORTANT NOTE:
THE GRADE STABILIZATION LOCATIONS ARE APPROXIMATE AND WILL NEED TO BE FIELD FIT BY NRCS PRIOR TO CONSTRUCTION.



Date	11/2023	Item 15.
Designed JD	JD & J Rob	
Drawn	SMS	
Checked	JD	
Approved	JD	

PLAN VIEW
SAN JUAN PACK CREEK EWP 2021 PHASE 2
Job Class V
San Juan County, Utah
San Juan County Soil Conservation District

United States Department of Agriculture
USDA
Natural Resources Conservation Service

File No.
Pack Creek SJ EWP-P2.dwg

Drawing No.
1/22/24
Sheet 2

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NRCS Cost Share

Proposed Budget off contractors bid	\$1,039,253.00	25% Match	Match can be in kind
Community	\$ 841,346.00	\$ 210,336.50	
County	\$ 197,907.00	\$ 49,476.75	
	\$ 1,039,253.00	\$ 259,813.25	

* These numbers may change due to field fit on site.

These numbers are fixed.

Care of Water	\$ 60,000.00		
Community	45,000	\$11,250.00	75%
County	15,000	\$3,750.00	25%
	60,000	\$15,000.00	

Mobilization	\$ 122,573.00		
Community	\$ 91,930.00	\$22,982.50	75%
County	\$ 30,643.00	\$7,660.75	25%
	\$ 122,573.00	\$30,643.25	

	Community Total Match	\$244,569.00
\$1,221,826.00	County Total Match	\$60,887.50

San Juan County
BOE #2 rulings by Assessor Stipulation Agreements
CY 2024

These BOE submissions are the result of **ASSESSOR IDENTIFIED / INITIATED** corrections. These are errors that were identified by the ASSESSOR as obvious errors due to keying errors, computer errors, factoring errors or obvious errors (escaped property) brought to the attention of the Assessor by another party after the Tax Roll was closed for the year.

1 Name: Bowels, J
 RE: Correct parcel value due to "land locked"

Parcel number	Present Value	Proposed 2024 Value	
A000000O001C	\$33,051	\$5,000	land vacant

2 Name: McElhaney, R
 RE: Remove cabin & secondary lot from parcel, Move cabin from one parcel to another

Parcel number	Present Value	Proposed 2024 Value	
28S25E313600	\$142,083	\$0	cabin
	\$25,503	\$0	secondary lot
	\$27,543	\$30,603	vacant land
	\$195,129	\$30,603	total

3 Name: McElhaney, R
 RE: Remove home, add cabin, change lot from primary to secondary

Parcel number	Present Value	Proposed 2024 Value	
28S25E316602	\$185,488	\$0	res. home
	\$25,503	\$0	res lot
	\$27,543	\$27,543	vacant land
	\$0	\$142,083	cabin
	\$0	\$25,503	secondary lot
	\$238,534	\$195,129	

4 Name:
 RE:

Parcel number	Present Value	Proposed 2024 Value	

5 Name: Wiggins, J & M
 RE: Removing home from lot, revert to vacant land

Parcel number	Present Value	Proposed 2024 Value	
000510000110	\$160,245	\$0	res home
	\$25,503	\$0	res lot
	\$15,689	\$32,930	vacant land
	\$201,437	\$32,930	total

6 Name: Grossman, M
 RE: Remove garage placed in error

Parcel number	Present Value	Proposed 2024 Value	
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000510000100	\$29,532	\$0	garage
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7 Name: Money, B

RE:	Converting from PRE to secondary, adding res secondary lot		
Parcel number	Present Value	Proposed 2024 Value	
00062000038B	\$163,216	\$0	land vacant
	\$0	\$102,010	secondary lot

8 Name: North, C

RE: Convert from primary to secondary (losing Primary Residential Exemption of 45%)

Parcel number	Present Value	Proposed 2024 Value	
000620000190	\$551,075	\$551,075	home
	\$80,000	\$80,000	pool
	\$75,732	\$75,732	patio

9 Name: North, C

RE: Convert from primary to secondary (losing Primary Residential Exemption of 45%)

"D"	00062000033D	\$280,443	\$664,873	home 90% complete 1/1/24
		\$102,010	\$102,010	res lot
		\$382,453	\$766,883	total

"C"	00062000033C	\$280,443	\$662,810	home 90% complete 1/1/24
		\$102,010	\$102,010	res lot
		\$382,453	\$764,820	total

10 Name: BBP Properties, LLC

RE: Convert from primary to secondary (losing Primary Residential Exemption of 45%)

Parcel number	Present Value	Proposed 2024 Value	
	\$102,212	\$102,212	pool
001490000250	\$102,010	\$102,010	res lot
	\$331,275	\$331,275	Home
	\$55,000	\$55,000	Garage
	\$9,880	\$9,880	covered deck/patio
	\$600,377	\$600,377	total

11 Name: Smith, C

RE: Move lot to Primary

Parcel number	Present Value	Proposed 2024 Value	
000690000030	\$85,688	\$0	secondary lot
	\$0	\$85,688	res lot

12 Name: Kelly, K

RE: Convert from primary to secondary (losing Primary Residential Exemption of 45%)

Parcel number	Present Value	Proposed 2024 Value	
000310000010	\$576,682	\$576,682	home
	\$219,322	\$219,322	res lot
	\$95,700	\$95,700	garage
	\$891,704	\$891,704	total

13 Name: Kopp, J
 RE: Convert from primary to secondary (losing Primary Residential Exemption of 45%)

Parcel number	Present Value	Proposed 2024 Value	
0007900000D3	\$560,216	\$560,216	home 100% complete 1/1/24
	\$61,206	\$61,206	res lot
	\$13,363	\$13,363	land - vacant
	\$634,785	\$634,785	total

14 Name: Kong, A
 RE: Convert from primary to secondary (losing Primary Residential Exemption of 45%)

Parcel number	Present Value	Proposed 2024 Value	
000510000080	\$8,000	\$8,000	shed
	\$17,000	\$17,000	land
	\$25,000	\$25,000	total

15 Name: Bowring, H & M
 RE: Convert basement back to PRE, change from commercial lot to residential.

Parcel number	Present Value	Proposed 2024 Value	
A00120000190	\$291,130	\$392,484	residential
	\$101,354	\$0	nightly rental
	\$30,603	\$0	Com'l lot
	\$0	\$30,603	Res lot
	\$423,087	\$423,087	total

16 Name: Holliday, C & D
 RE: Convert from Secondary to Primary

Parcel number	Present Value	Proposed 2024 Value
B0000028002B	\$305,526.00	\$305,526.00

17 Name: Whitmore, J
 RE: Correcting home value based on % complete

Parcel number	Present Value	Proposed 2024 Value	
1160000040	\$52,598	\$116,012	Primary Res partial
	\$25,503	\$25,503	Res lot
	\$14,118	\$14,118	Land vacant
	\$92,219	\$155,633	Total

18 Name: Covert, S
 RE: Correct home value based on current 3rd party appraisal

Parcel number	Present Value	Proposed 2024 Value	
32S24E316001	\$292,813.00	\$109,000.00	Other residential
	8115	8115	Land Greenbelt
	6121	6121	Non-Primary Lot Other
	\$307,049.00	\$123,236.00	Total