

COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.
 DBA Eckles Paving
 P.O. Box 68
 Springville, Utah 84663
Britton Cell Phone 801-885-1804
 Phone 801-225-3715

Buyer/ Rep. Town of Interlaken
 Billing Address _____
 City, State, Zip _____
 Phone Number _____
 E-MAIL millerichardjoseph@gmail.com

Bid Proposal Date: 7/26/2024
 Project Address Interlaken Dr & St Moritz Rd
 City, State, Zip Interlaken, UT
 Name Of Owner _____
 Job # BJ24133

Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "**Company**"), will furnish the materials and services described herein (collectively, the "**Services**") to the person indicated above ("**Buyer**") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "**Terms and Conditions**." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

<u>Description of Work</u>	<u>Quantity</u>	<u>Units</u>		<u>Unit Price</u>	<u>Estimated Totals</u>
Mobilization	1	LS	@	\$ 16,000.00	\$ 16,000.00
Pulverize / Re-grade / Compact existing asphalt and roadbase (approximately 6"-8" depth)	87939	SF	@	\$ 0.55	\$ 48,366.45
Furnish / Place / Compact 3" thick asphalt (1/2" NEW APWA 5828 75ND 15% RAP CLASS 2)	87939	SF	@	\$ 2.40	\$ 211,053.60
Lower / Raise / Collar Valves	6	EACH	@	\$ 1,100.00	\$ 6,600.00
Raise / Lower / Collar Sewer Manhole	11	EACH	@	\$ 1,350.00	\$ 14,850.00
Install 2 ft wide speed bumps	3	EACH	@	\$ 990.00	\$ 2,970.00
Replace old manhole frames.	12	EA	@	\$ 495.00	\$ 5,940.00
TOTAL				\$	305,780.05

NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted.

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a per-ton basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by _____ Authorized Representative

Britton Jensen, Estimator

Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name _____

Buyer/Agent

Signature _____

Date _____

Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

BUYER OBLIGATIONS. Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

PROJECT PLANS/SPECIFICATIONS. To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

OPTION TO SUBCONTRACT. Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

CHANGES. Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

DELAYS. The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

UTILITIES. Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

PREMISES. Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.

TIME OF PERFORMANCE. Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

PERMITS. The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

LIMITED WARRANTY. Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

CONCRETE WARRANTY. Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

LIMITATION OF LIABILITY. WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

SITE CONDITIONS. The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

ADA COMPLIANCE. The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

WATER. Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

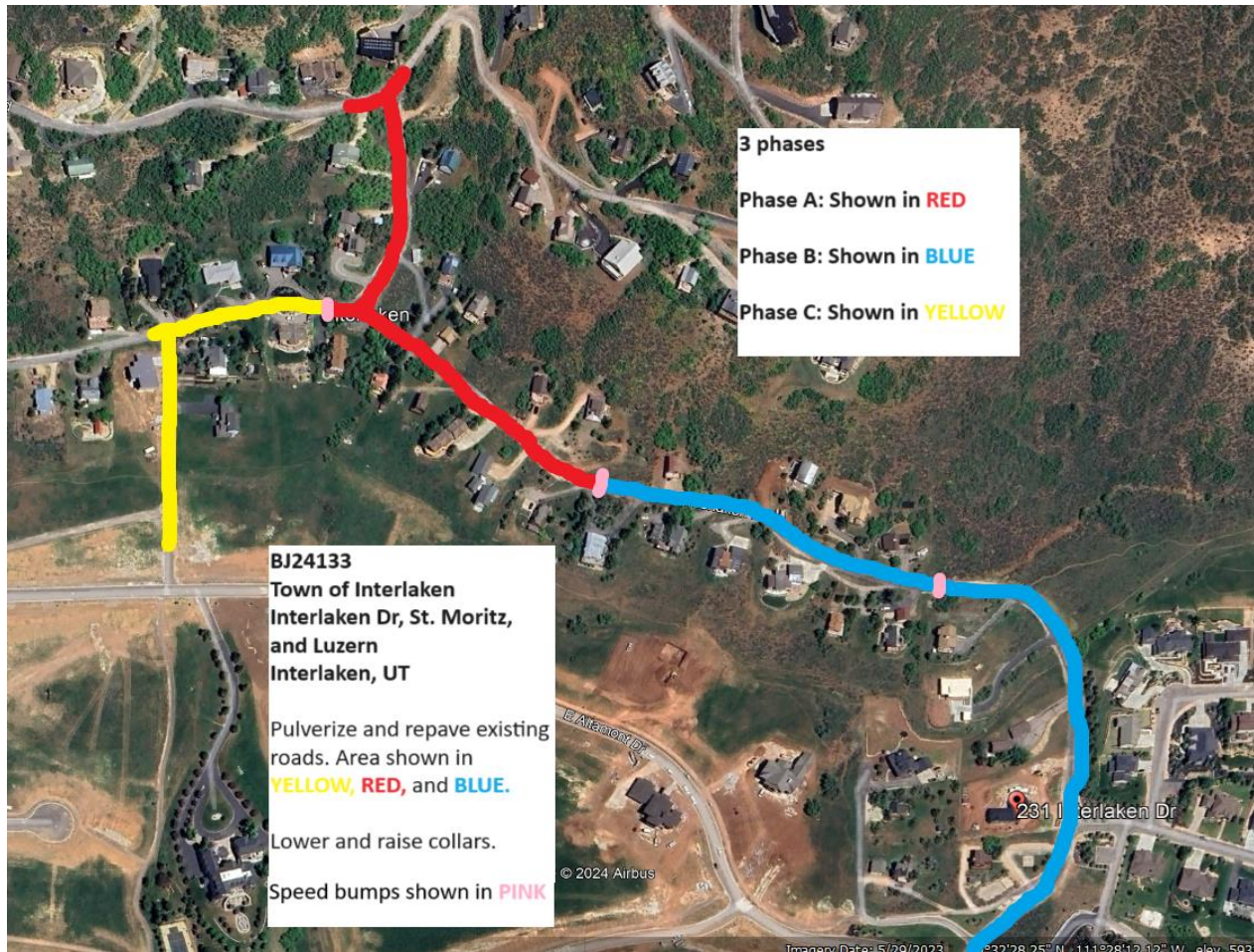
NONSOLICITATION. During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

PUBLICITY. The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

NO MODIFICATION. Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

GENERAL PROVISIONS. All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

PROJECT PLAN



COMPLETELY FILL IN ALL BLANK AREAS OF THIS CONTRACT BEFORE RETURNING FOR ACCEPTANCE



Sumsion Construction L.C.
 DBA Eckles Paving
 P.O. Box 68
 Springville, Utah 84663
Britton Cell Phone 801-885-1804
 Phone 801-225-3715

Buyer/ Rep. Town of Interlaken
 Billing Address _____
 City, State, Zip _____
 Phone Number _____
 E-MAIL millerichardjoseph@gmail.com

Bid Proposal Date: 7/26/2024
 Project Address Interlaken Dr & St Moritz Rd
 City, State, Zip Interlaken, UT
 Name Of Owner _____
 Job # BJ24133

Bid Proposal

Sumsion Construction L.C., a Utah limited liability company d/b/a Eckles Paving (the "**Company**"), will furnish the materials and services described herein (collectively, the "**Services**") to the person indicated above ("**Buyer**") at the job site designated above in a commercially reasonable manner, subject to the terms and conditions set forth below and under the heading "**Terms and Conditions**." The Company will use commercially reasonable efforts to meet reasonable performance dates specified herein, if any; provided that any such dates shall be estimates only and the Company shall have no liability for failing to meet any such dates.

THE COMPANY MAY WITHDRAW THIS BID PROPOSAL, UNLESS WRITTEN ACCEPTANCE IS RECEIVED FROM BUYER WITHIN 15 DAYS OF THE BID PROPOSAL DATE SET FORTH ABOVE. TO ASSURE THAT THE SERVICES ARE SCHEDULED IN A TIMELY MANNER, PLEASE REMIT THIS SIGNED BID PROPOSAL AS SOON AS POSSIBLE.

<u>Description of Work</u>	<u>Quantity</u>	<u>Units</u>		<u>Unit Price</u>	<u>Estimated Totals</u>
Mobilization	1	LS	@	\$ 16,000.00	\$ 16,000.00
Pulverize / Re-grade / Compact existing asphalt and roadbase (approximately 6"-8" depth)	80706	SF	@	\$ 0.55	\$ 44,388.30
Furnish / Place / Compact 3" thick asphalt (1/2" NEW APWA 5828 75ND 15% RAP CLASS 2)	80706	SF	@	\$ 2.40	\$ 193,694.40
Lower / Raise / Collar Valves	6	EACH	@	\$ 1,100.00	\$ 6,600.00
Raise / Lower / Collar Sewer Manhole	11	EACH	@	\$ 1,350.00	\$ 14,850.00
Install 2 ft wide speed bumps	3	EACH	@	\$ 990.00	\$ 2,970.00
TOTAL				\$	278,502.70

NOTE: Price includes all discounts from 10% off flyer promotion. Pricing does not include subgrade repair unless specifically noted.

In consideration for the Services, Buyer agrees to pay all amounts set forth above, subject to adjustment as described herein, plus any additional costs and charges that arise in the course of performing the Company's obligations hereunder; provided that the Company will use commercially reasonable efforts to give Buyer notice of such costs and charges (to the extent material) prior to the incurrence thereof.

In addition, Buyer agrees as follows: (a) to the extent any amount herein is specified as a per-unit or square foot price, Buyer acknowledges and agrees that such amount is an approximation only that that Buyer will be responsible to pay for the actual completed amount thereof (as determined by field measurement); (b) if subgrade/roadbase preparation work is done by third parties and actual depth of asphalt is greater than the depth specified above, Buyer will be billed for all overrun of roadbase/asphalt materials on a per-ton basis in accordance with the Company's going rates; (c) the contract price is based on the estimated price of materials as of the date hereof; Buyer acknowledges and agrees that such amount is an estimate only that that Buyer will be responsible to pay for the actual cost of such materials; (d) the contract price assumes that all concrete is without rebar, and if any rebar is found, then the contract price will be increased accordingly; (e) the Services expressly exclude all dewatering and hard rock digging; provided that, if encountered, the Company may agree to perform such services on a time and materials basis; (f) no cost for bonds, permits, licenses, fees, engineering, survey, traffic control, saw cutting, sterilant, striping, asphalt removal with petromat fabric, or prime coat are included in this Bid Proposal unless specifically indicated; and (g) unless explicitly set forth above, the contract price set forth herein contemplates a single mobilization; Buyer will incur a \$1000 fee for each additional mobilization.

All invoiced amounts are due and payable, without retention or setoff, on the date of the applicable invoice (regardless of whether the Services have been completed). Payment shall be made at the Company's principal office in Mapleton, Utah in cash or check – CREDIT AND DEBIT CARDS ARE NOT ACCEPTED. Buyer is responsible for all sales, use and excise taxes, and any similar taxes, duties, and charges of any kind imposed by any governmental authority on amounts payable by Buyer hereunder. Any amounts that remain unpaid for more than fifteen (15) days shall be deemed past due and shall accrue interest at a rate of 1.5% per month (18% per annum) until paid in full. Buyer agrees to be fully responsible for all collection, attorneys' fees, lien fees, and court costs incurred by the Company in connection with the collection of any unpaid and past due amounts, including accrued interest, whether or not legal proceedings are instituted.

Respectfully submitted by _____ Authorized Representative

Britton Jensen, Estimator

Acceptance of Bid Proposal

The undersigned hereby (1) authorizes the Company and its representatives to perform the Services and acquire the materials described herein, (2) acknowledges and agrees that the undersigned has read, understood and agrees (on behalf of itself and Buyer) to be bound by the Terms and Conditions set forth below, and acknowledges that such Terms and Conditions are a part of this Bid Proposal and are incorporated herein, and (3) unconditionally and individually guarantees the performance of Buyer's obligations hereunder, including payment and performance of all amounts due to the Company in connection herewith, without regard to the financial status or solvency of Buyer. This signed Bid Proposal must be delivered to the Company at its principal office in Mapleton, Utah.

Buyer/Agent

Print Name

Buyer/Agent

Signature

Date

Terms and Conditions

This Bid Proposal, which includes these Terms and Conditions, supersedes and replaces any and all prior or contemporaneous understandings, promises, negotiations, communications, representations, or warranties that may have been provided to Buyer, express or implied, written or oral; provided that the express terms set forth above shall prevail to the extent inconsistent with these Terms and Conditions. The Company's provision of the Services does not constitute acceptance of any of Buyer's terms and conditions set forth in a separate document and such terms and conditions do not serve to modify or amend the terms of this Bid Proposal.

BUYER OBLIGATIONS. Buyer will cooperate with the Company in all matters related to the Services and respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to provide the Services, and the Company shall have no liability with respect to any such direction, information, approvals, authorizations, or decisions made or provided by Buyer or its apparent representatives, regardless of any written or oral advice or representation made by the Company or its representatives with respect to the subject matter thereof. In addition to the foregoing, to the extent the Company's performance hereunder is prevented or delayed by any act or omission by Buyer or its representatives, the Company will not be liable for any costs, charges, or losses sustained or incurred by Buyer, directly or indirectly, in connection with such prevention or delay.

PROJECT PLANS/SPECIFICATIONS. To the extent the project for which the Services are rendered is described in any plans and/or specifications, Buyer represents and warrants that Buyer has provided all such plans and/or specifications to the Company. Buyer acknowledges that any change to such plans and/or specifications (or the provision of plans/specifications not otherwise contemplated hereby) may result in an adjustment to the contract price set forth herein and Buyer agrees to promptly execute all change orders prepared by the Company reflecting such changes and/or price adjustments as a condition of the Company's continued provision of the Services. Notwithstanding anything to the contrary, Buyer acknowledges and agrees that the Company is not an engineering firm and is not responsible for engineering-related liabilities and that Buyer is responsible to acquiring qualified third-party engineering services in connection with the Services.

OPTION TO SUBCONTRACT. Company may, without Buyer's consent, utilize agents or subcontractors in connection with the performance of the work.

CHANGES. Except as otherwise set forth herein, any modification to the Services as described herein that increase the contract price or other costs must be approved by the Company in writing (which approval will not be unreasonably withheld) and such increased price and/or costs shall be invoiced to Buyer. Any change that may result in the reduction of Services, and any corresponding reduction to the contract price, will be negotiated in good faith by the parties; provided that Buyer will be responsible to pay for all materials acquired by the Company in connection with the Services.

DELAYS. The Company shall not be responsible for any delays in the performance of the Services or damage to materials due to labor disputes, weather (additional charges will apply for cold weather paving after October 15th), shortages in material, equipment or labor, acts of God or any other cause beyond the Company's reasonable control. In the event of any such delay, and to the extent reasonably possible, the Company shall complete the Services at the next available opportunity. In the event the Company elects not to perform any further Services as a result of such delay, Buyer shall pay the Company for that portion of the Services rendered prior to the occurrence of such delay, and the Company shall otherwise be fully relieved of all of its duties and responsibilities hereunder without liability to Buyer. Without limiting the foregoing, (a) if the Company is unable to begin performance of the Services on the scheduled date due to the action or inaction of Buyer or its representatives, the entire contract amount set forth herein shall be immediately due and payable, and (b) delays otherwise caused by Buyer or its representatives, directly or indirectly, shall result in all amounts accrued hereunder as of the date thereof to be immediately due and payable.

UTILITIES. Buyer is solely responsible for locating, disconnecting, and capping off all utilities prior to the Company's provision of the Services. The Company is not responsible for damage to any utilities.

PREMISES. Buyer represents and warrants that Buyer either is the owner of the premises where the Services will be rendered or has written authorization from the owner thereof and authority approve this Bid Proposal. Buyer shall be responsible to direct the Company's representatives as to proper ingress and egress of such premises. To the extent that such direction is followed or no direction is given, the Company shall not be responsible for any damage to such premises or adjacent property, including damage to curbs, gutters and sidewalks. The Company will charge Buyer an additional \$75 per vehicle located on such premises that the Company is required to tow or relocate in order to perform the Services. BUYER WILL BE SOLELY LIABLE FOR ANY DAMAGE TO SUCH VEHICLES OR SURROUNDING PROPERTY.

TIME OF PERFORMANCE. Unless otherwise specified above, the Services shall be performed Monday through Friday, excluding holidays, during customary daytime hours.

PERMITS. The Company is not responsible to acquire any permits relating to the Services. Buyer is responsible for timely acquiring all such permits and all costs incurred by the Company in connection with Buyer's failure to properly obtain all such permits.

LIMITED WARRANTY. Limited warranty. Eckles Paving hereby warrants materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. Written notice of any defect in the materials and/or workmanship of the Company or nonconformity with the terms of this Bid Proposal must be given to the Company at its address set forth above not later than five (5) days after the completion of the Services. Failure to provide such written notice within such 5-day period shall constitute an unconditional waiver of any such defect or nonconformity. Buyer's sole remedy in connection with the foregoing limited warranty shall be limited to either the repair or replacement of the defect or nonconformity or, by agreement of the parties, a credit to Buyer's account with respect thereto; provided that (a) such limited warranty shall not apply if (i) the defect or nonconformity resulted, directly or indirectly, from the actions or inactions of Buyer or any third party, (ii) proper testing is not completed on subgrade/roadbase placed by a third party, (iii) asphalt placing is done before April 15 or after October 15 of each year (or asphalt maintenance is done before May 1 or after October 1), (iv) seal coat delamination results from previous underlayment or puddling, (v) related to drainage on any overlays or (vi) spalling is caused from salting concrete surface, (vii) new concrete is driven on in less than 7 days from placement; and (b) the Company shall be allotted a reasonable amount of time to evaluate and complete any such repair or replacement. The foregoing limited warranty shall also not apply to drainage if a minimum slope of 2% is not attainable based on existing site conditions. THE FOREGOING LIMITED WARRANTY REPRESENTS THE COMPLETE WARRANTY OFFERED BY THE COMPANY. EXCEPT AS SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES OFFERED BY THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

CONCRETE WARRANTY. Limited warranty. Eckles Paving hereby warrants your concrete surface against any surface peeling or scaling that results from inferior materials or workmanship for a period of one year, from the date of installation, subject to the warranty limitations and warranty conditions set out herein. **Warranty Conditions.** The foregoing warranties are subject to the following conditions: 1. The concrete limited warranty excludes cracking. 2. This limited warranty does not cover any peeling or scaling that results from use of chemicals or deicers. 3. The concrete limited warranty excludes any variations of color in the finished surface. Extenders and additives that are incorporated into mixed concrete can cause some areas of the finished surface to be a darker shade than other areas. 4. The concrete limited warranty does not cover damage caused by impact or exposure or contact with any foreign substance or any other mistreatment of the surface. 5. The concrete limited warranty excludes cracking, raising, shifting or settling caused by sub surface ground conditions including underground root growth or any other subsurface issue. **Warranty Limitation.** The liability of Eckles Paving under this warranty will be limited to the repair or replacement of the defective area only. **PROPER CARE AND USE OF CONCRETE SURFACES:** It is important to care for the surface properly to ensure its longevity. The following should be observed: 1. Re-seal concrete every 2-3 years to prevent surface deterioration. Good quality sealer can be purchased at most home improvement supply stores. 2. Concrete should never be exposed to salt or other deicer chemicals. Use sand.

LIMITATION OF LIABILITY. WITHOUT LIMITING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL THE COMPANY BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BID PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE CONTRACT AMOUNT SET FORTH HEREIN.

SITE CONDITIONS. The Company assumes no risk, and shall not be liable for, undisclosed and unforeseen conditions on the premises where the Services are rendered, including hazardous waste, soft subgrade, and/or water table problems. In addition, the Company is not responsible in any way for any (a) subgrade/roadbase placed by Buyer or any third party or the effect that unsuitable subgrade/roadbase might have on newly placed asphalt, or (b) damage to existing sprinkler lines resulting from the Services (and, in any case, the Company will not be responsible for moving such sprinkler lines prior to or in connection with the Services unless otherwise agreed in writing).

ADA COMPLIANCE. The Company will not be responsible, and will not assume any liability, for compliance with the Americans with Disabilities Act, as amended, unless this Bid Proposal reflects, and Buyer provides, an engineered plan that provides for a compliant layout. Except as otherwise set forth above, striping and sloping will match existing striping and sloping.

WATER. Buyer is responsible to provide an adequate water source at the premises. If a sufficient water source is not provided, Buyer shall be responsible for the cost of a fire hydrant meter and water used in connection therewith.

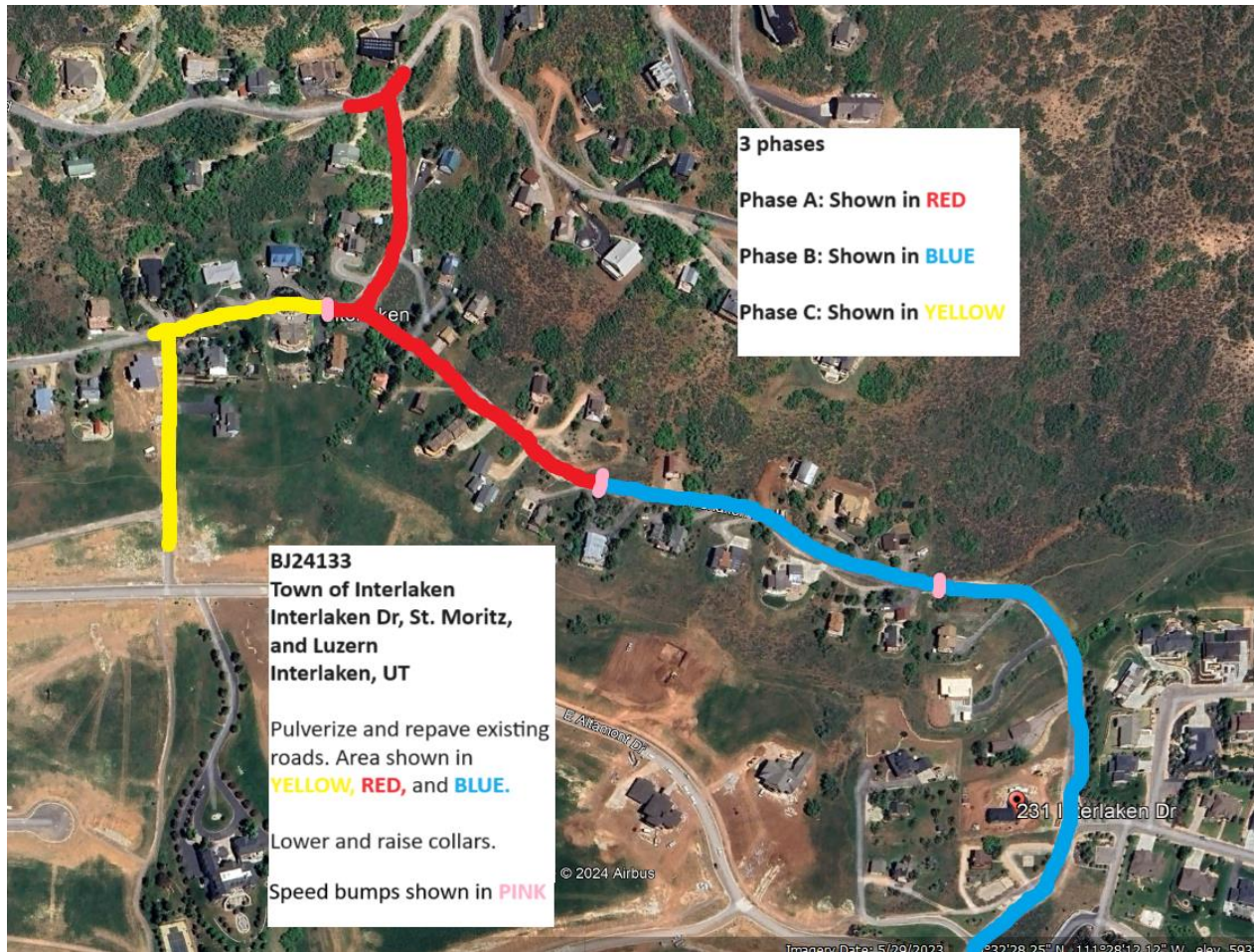
NONSOLICITATION. During the period commencing on the date hereof and ending one year following the completion of the Services, Buyer shall not, without the Company's prior written consent, directly or indirectly, (i) solicit or encourage any person to leave the employment or other service of the Company, or (ii) hire, on behalf of Buyer or any other person or entity, any person who has left the employment of the Company within the one year period following the completion of the Services. In the event of a breach of this provision, and recognizing that compensatory monetary damages resulting from such breach would be difficult to prove, Buyer will be liable to the Company for liquidated damages in an amount equal to such employee or service provider's compensation from the Company during the 12-month period ending on the termination of such employee's employment with or service provider's services to the Company.

PUBLICITY. The Company shall have the right to use Buyer's name and the Services in connection with any referral to potential customers or as examples of the Company's work product.

NO MODIFICATION. Except as explicitly set forth above, Buyer acknowledges and agree that (a) no agent, representative, employee or officer of the Company is authorized to waive or modify any of the terms of this Bid Proposal, and (b) no representation, promise, description of goods or services, or affirmation of fact made by an agent, representative, employee, or officer of the Company shall be effective to waive or modify any of the terms of this Bid Proposal.

GENERAL PROVISIONS. All matters arising out of or relating to this Bid Proposal and any goods or services relating hereto are governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any conflict of law provision. Any legal suit, action, or proceeding arising out of or relating to this proposal or the Services shall be instituted in the state or federal courts located in Utah County, Utah and each party irrevocably submits to the exclusive jurisdiction of such courts. If any term or provision of this Bid Proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bid Proposal. Any failure on the part of a party to exercise any right or to enforce any of the terms of this Bid Proposal shall not affect such party's rights nor act as a waiver with respect to other future occurrences. This Bid Proposal is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Bid Proposal. In any action or proceeding to enforce rights under this Bid Proposal, the prevailing party will be entitled to recover costs and attorneys' fees. Buyer hereby irrevocably waives the right to trial by jury in any claim arising out of or relating to this bid proposal.

PROJECT PLAN



Interlaken Road Repair Project - September 2024**RMA Shared Costs Estimates - Revised 9/10/24**

BHR Calculation		Notes
Total Interlaken Roads Area (sqft)	403,149	Based on 11/14/18 Summit Engineering Survey and measured modifications post-Reserves development
Area Shared with BHR (sqft)	83,925	Based on 11/14/18 Summit Engineering Survey
% Shared Road Surface with BHR	20.82%	
Interlaken Lots	149	
BHR Lots	41	
Total Lots	190	
% BHR Lots	21.58%	
(% Shared Road Area) times (% Lots)	4.49%	% Shared expense percentage RMA calc
Total Cost of project	\$ 305,780	Based on Eckles bid revised on 8/20/24
Cost of 12 manhole frames - MSD contribution	\$ (5,940)	
Cost of 3 Speed Bumps	\$ (2,970)	
Cost for Lower Luzern - The Reserves Portion	\$ (15,550)	Based on sq footage and mobilization cost
Total Cost of Project for Interlaken Town Roads Only	\$ 281,320	Lower Luzern Repair & Speed Bumps subtracted out
BHR Share - Estimated	\$ 12,637	Total to be paid by BHR as per RMA % calc
The Reserves Calculation		Notes
Lot Calculations		
Interlaken Lots	149	
BHR Lots	41	
Reserves Lots	12	
Total Lots	202	
% Reserves Lots	5.94%	
Sq Footage of Reserves Shared Road-Improved	\$ 8,680	Measured 8/16/24 by Eckles
Eckles Bid Numbers		
Surface Replacement Per Square Foot Cost	\$ 3	
Sewer Lid Replacement Cost	\$ 1,350	
Water Valve Replacement Cost	\$ 1,100	
Number of Sewer Lids	\$ -	
Number of Water Valves	\$ -	
Total Cost for Reserves Shared Section	\$ 26,040	Total Road work charges for shared section
Prorated Factor - Lot%	5.94%	% Shared expense percentage RMA calc
The Reserves Share for Shared Section of Interlaken Dr.	\$ 1,547	
Reserves Lower Luzern Road Replacement Cost	\$ 15,550	The Reserves portion for Lower Luzern Rd
The Reserves Share - Estimated	\$ 17,097	Total to be paid by The Reserves w/ Luzern Rd Share
Interlaken Town Portion of Total Cost		Notes
Interlaken Town Share - Estimated	\$ 270,106	Total cost \$305,780 minus Shared Contributions
Percentages Paid of Total Project Cost		Notes
Interlaken Town	88%	Percent of total cost of Project \$305,780
Burgi Hill Ranches	4%	Percent of total cost of Project \$305,780
The Reserves (includes non-shared section of Luzern Rd)	6%	Percent of total cost of Project \$305,780
Percentages Paid of Interlaken Road System Total Cost		Notes
Interlaken Town	96%	Percent of cost of Interlaken Roads \$281,320
Burgi Hill Ranches	4%	Percent of cost of Interlaken Roads \$281,320
The Reserves (Doesn't include Lower Luzern Rd.)	1%	Percent of cost of Interlaken Roads \$281,320

Becker Excavation & Utilities

310 PO Box
Midway, UT 84049
+1 4355037496
beckerexcavationandutilities@gmail.com

INVOICE

BILL TO	INVOICE	5029
Interlaken Town	DATE	09/17/2024
PO Box 1256	TERMS	Due on receipt
Midway, Utah 84049	DUE DATE	09/17/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		St Moritz 8" Water line Repair (after hours repair) 09.08.2024			
	Equipment	Excavator (1ea) Truck (1ea)	1	1,728.00	1,728.00
	Labor	Laborer (1ea)	1	630.00	630.00
	Sand	Sand bedding for back fill (to fill void under pipe from erosion)	1	225.00	225.00
	Road Base	Road Base for back fill (to add to hole made from erosion)	1	225.00	225.00
	Materials	8" PVC pipe 2ea- MJ Sleeves 4ea- MJ Gland paks 2ea- Granular Chlorine	1	1,978.84	1,978.84
		St. Moritz 8" Water line repair 09.16.2024			
	Equipment	Excavator (1ea) Truck (1ea)	1	1,080.00	1,080.00
		Note: Interlaken town provided repair sleeve after determining only 1ea- 2" hole was in damaged section.			

	SUBTOTAL	5,866.84
	TAX	0.00
	TOTAL	5,866.84
	BALANCE DUE	\$5,866.84

Becker Excavation & Utilities

310 PO Box
Midway, UT 84049
+1 4355037496
beckerexcavationandutilities@gmail.com

INVOICE

BILL TO			INVOICE		5030
Interlaken Town			DATE		09/23/2024
PO Box 1256			TERMS		Due on receipt
Midway, Utah 84049			DUE DATE		09/23/2024
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		St Moritz 8" water line R+R			
		St Moritz "North"			
	Equipment	Excavator, Track Loader, Crew Truck	0.50	8,640.00	4,320.00
	Labor	Labor -crew	0.50	3,888.00	1,944.00
	Sand	Sand bedding and shading (back fill with native dirt)	0.50	3,000.00	1,500.00
	Materials	Tie to existing (no hot tap) (no valves) tie to existing 12" x 8" tee/valve and existing PRV outside of vault	0.50	1,500.00	750.00
	Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints Plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	0.50	26,896.16	13,448.08
					Subtotal: 21,962.08
		St Moritz "South"			
	Equipment	Excavator, Track Loader, Crew Truck	0.50	8,640.00	4,320.00

Labor	Labor	0.50	3,888.00	1,944.00
Sand	Sand bedding and shading (back fill with native dirt)	0.50	1,800.00	900.00
Materials	Tie to existing (no hot tap) (no valves) tie to existing 8" tee/valve and existing PRV outside of vault	0.50	1,500.00	750.00
Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	0.50	11,025.36	5,512.68

Subtotal: 13,426.68

Check, Bank transfer
Credit card add 3% to total invoice

SUBTOTAL	35,388.76
TAX	0.00
TOTAL	35,388.76

BALANCE DUE	\$35,388.76
-------------	--------------------

Becker Excavation & Utilities

310 PO Box
Midway, UT 84049
+1 4355037496
beckerexcavationandutilities@gmail.com

INVOICE

BILL TO			INVOICE		5034
Interlaken Town			DATE		10/07/2024
PO Box 1256			TERMS		Due on receipt
Midway, Utah 84049			DUE DATE		10/07/2024
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		St Moritz 8" water line R+R			
		St Moritz "North"			
	Equipment	Excavator, Track Loader, Crew Truck	0.50	8,640.00	4,320.00
	Labor	Labor -crew	0.50	3,888.00	1,944.00
	Sand	Sand bedding and shading (back fill with native dirt)	0.50	3,000.00	1,500.00
	Materials	Tie to existing (no hot tap) (no valves) tie to existing 12" x 8" tee/valve and existing PRV outside of vault	0.50	1,500.00	750.00
	Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints Plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	0.50	26,896.16	13,448.08
					Subtotal: 21,962.08
		St Moritz "South"			
	Equipment	Excavator, Track Loader, Crew Truck	0.50	8,640.00	4,320.00

Labor	Labor	0.50	3,888.00	1,944.00
Sand	Sand bedding and shading (back fill with native dirt)	0.50	1,800.00	900.00
Materials	Tie to existing (no hot tap) (no valves) tie to existing 8" tee/valve and existing PRV outside of vault	0.50	1,500.00	750.00
Materials	8" C900 DR14 300psi rated 380LF Pipe-bell metal restraints 22.5 fitting with restraints 45 fitting with restraints plastic wrap, grease SERVICE- Tapping saddle, corp stop, compression adapters.	0.50	11,025.36	5,512.68
				Subtotal: 13,426.68
	Extra to original estimate			
Materials	2ea. - Traffic plates w/lifting eye	1	629.23	629.23
Materials	Extra Materials needed @ St. Moritz and Jung Frau Hill Intersection (Actual existing pipe was not to interlaken water plan))added a concrete kicker at 45 degree fitting.	1	1,492.38	1,492.38
Labor	Additional time for labor (alignment and tie to existing pipe in st moritz and jung frau hill.	1	912.00	912.00
Equipment	Additional time Due to alignment of existing ductile iron pipe. Trench needed to be widened and new water line aligning with township water plan. 12" water line needed to be shut down due to	1	2,496.00	2,496.00

corroded pipe all the way to the 12" x 8" tee. New MJ mega lug was installed. With delays brought in extra machine for back fill on st moritz north.

Haul Off	Trucking + Fees, Dirt haul Off (material generated from excavation and displacment from adding sand bedding and shading. + Dirt generated from over ex'ing interlaken, luzern intersections	1	1,872.00	1,872.00
Equipment	Excavator Track Loader Crew truck Old Ductile iron pipe haul off and dispose.+ equipment for dirt haul off	1	2,496.00	2,496.00
Equipment	Excavator Track Loader Crew truck Excavate 18" depth @ interlaken + luzern intersections. Paving Company found sub grade with excess moisture. Imported road base to back fill and compact.	1	3,744.00	3,744.00
Road Base	5 loads of road base imported Interlaken + Luzern intersection repair	1	3,000.00	3,000.00

Check,
ACH transfer add 1%,
Credit card add 3% to total invoice.

SUBTOTAL	52,030.37
TAX	0.00
TOTAL	52,030.37
BALANCE DUE	\$52,030.37

Interlaken Town
Statement of Revenue and Expense
September 2024

	Sep 24	Sep 23
Ordinary Income/Expense		
Income		
Miscellaneous Revenue		
60101 · Road and Transportation Reve...	221.37	161.35
60102 · 1% Sales Tax Revenue	2,360.40	2,147.84
60103 · B&C Road Tax	3,779.81	7,764.08
60104 · Transfer Fees	0.00	150.00
60800 · Interest Income	285.99	179.16
Total Miscellaneous Revenue	6,647.57	10,402.43
Total Income	6,647.57	10,402.43
Gross Profit	6,647.57	10,402.43
Expense		
70000 · Administrative Expenditures		
70104 · Bank Charges, Checks	(482.11)	0.00
70114 · Web Hosting & IT Service	98.11	96.12
70103 · Accounting & Bookkeeping Fees	1,182.15	980.00
70100 · Animal Control	240.79	0.00
70120 · Insurance	4,520.40	0.00
70110 · Office Expense	9.68	108.48
70105 · Plan Review & Inspections	2,087.50	0.00
70117 · Road Signage	755.93	0.00
70111 · Town Clerk	18,849.75	4,058.75
Total 70000 · Administrative Expenditures	27,262.20	5,243.35
Road Maintenance Expenditures		
70206 · Road Signage	102.37	0.00
70207 · Additional Contract Services	1,205.50	0.00
70201 · Annual Road Repair	0.00	43.13
Total Road Maintenance Expenditures	1,307.87	43.13
Water System Expenditures		
70308 · Water System Maint & Repair	6,096.84	(14.92)
70309 · Misc. Water Expense	17.99	0.00
70302 · Meter Repair/Replacement	35,388.76	0.00
70303 · Payroll Expenses	2,692.00	2,388.14
70305 · Utilities Gas & Electric	833.25	871.66
Total Water System Expenditures	45,028.84	3,244.88
Total Expense	73,598.91	8,531.36
Net Ordinary Income	(66,951.34)	1,871.07
Net Income	(66,951.34)	1,871.07

Interlaken Town
Statement of Revenue and Expense
July through September 2024

	Jul - Sep 24	Jul - Sep 23
Ordinary Income/Expense		
Income		
Miscellaneous Revenue		
60000 · Water Revenue	1,637.00	1,907.02
60100 · Summer Water overage	0.00	212.50
60101 · Road and Transportation Reve...	221.37	519.98
60102 · 1% Sales Tax Revenue	7,408.97	7,329.05
60103 · B&C Road Tax	9,490.59	7,764.08
60104 · Transfer Fees	150.00	150.00
60105 · Late Fees	200.00	225.00
60800 · Interest Income	980.66	883.53
60801 · Municipal Fines	650.00	0.00
Total Miscellaneous Revenue	20,738.59	18,991.16
60200 · Building Fee		
60201 · Application Fee	600.00	600.00
60202 · Water connection Fee	0.00	700.00
60203 · Road Impact Fee	0.00	7,971.90
60200 · Building Fee - Other	250.00	7,851.23
Total 60200 · Building Fee	850.00	17,123.13
Total Income	21,588.59	36,114.29
Gross Profit	21,588.59	36,114.29
Expense		
70000 · Administrative Expenditures		
70104 · Bank Charges, Checks	105.16	0.00
70114 · Web Hosting & IT Service	652.52	312.83
70115 · Misc. Admin Expenses	51.78	231.92
70116 · Association Memberships	50.00	269.00
70103 · Accounting & Bookkeeping Fees	3,555.80	3,437.50
70100 · Animal Control	449.48	830.89
70120 · Insurance	4,520.40	4,166.93
70108 · Town Attorney Legal Fees	829.50	922.00
70119 · Meeting Advertising	0.00	582.76
70110 · Office Expense	615.54	305.65
70105 · Plan Review & Inspections	3,375.00	3,080.00
70117 · Road Signage	1,691.31	74.23
70125 · Safety and Enforcement Supplies	627.12	0.00
70111 · Town Clerk	33,135.00	10,599.50
Total 70000 · Administrative Expenditures	49,658.61	24,813.21

Interlaken Town
Statement of Revenue and Expense
July through September 2024

	Jul - Sep 24	Jul - Sep 23
Road Maintenance Expenditures		
70118 · Annual DPW Site Maintenance ...	85.41	0.00
70205 · Brush Removal and Wild fire Mid	6,000.00	6,800.00
70206 · Road Signage	541.20	0.00
71000 · Depr. Expense-Roads	7,464.62	0.00
70207 · Additional Contract Services	2,922.40	1,116.52
70201 · Annual Road Repair	2,578.37	43.13
Total Road Maintenance Expenditures	19,592.00	7,959.65
Water System Expenditures		
70308 · Water System Maint & Repair	7,191.84	1,504.75
70309 · Misc. Water Expense	74.66	0.00
70301 · Chemicals & Monitoring	345.00	50.00
70302 · Meter Repair/Replacement	41,378.17	35,719.65
70303 · Payroll Expenses	8,080.80	7,669.26
70305 · Utilities Gas & Electric	2,451.89	2,400.24
70306 · Water Share Fee & Education	44.00	0.00
Total Water System Expenditures	59,566.36	47,343.90
Total Expense	128,816.97	80,116.76
Net Ordinary Income	(107,228.38)	(44,002.47)
Net Income	(107,228.38)	(44,002.47)

11:18 AM

10/08/24

Accrual Basis

Interlaken Town

Statement of Assets, Liabilities, and Fund Balance

As of September 30, 2024

	Sep 30, 24
ASSETS	
Current Assets	
Checking/Savings	
General Fund	
10101 · 10101 - Water Rev Fund 2422	85,329.66
10000 · General Fund Checking 2681	77,270.57
10100 · Water Rev Fund Checking 1520	0.00
10200 · Building Fund 1678	90,727.67
Reserve Funds	
Transportation Reserve Fund	
10300 · Transp Cap Facilities Res 4574	357,682.12
Total Transportation Reserve Fund	357,682.12
Water Reserve Funds	
10400 · Water Sys Cap Facilities 1330	240,144.37
10500 · Water Rev Bond Sinking Fund 058	0.00
Total Water Reserve Funds	240,144.37
Total Reserve Funds	597,826.49
Total General Fund	851,154.39
Total Checking/Savings	851,154.39
Accounts Receivable	
20000 · Accounts Receivable	7,085.01
Total Accounts Receivable	7,085.01
Total Current Assets	858,239.40
Fixed Assets	
Depreciable Assets	
Property, Plant and Equipment	
25000 · Garbage Site	98,318.85
25100 · Equipment	31,366.00
25200 · Roads	705,967.00
25300 · Water System	1,712,694.73
Total Property, Plant and Equipment	2,548,346.58
Total Depreciable Assets	2,548,346.58
25900 · Accumulated Depeciation	(1,810,569.72)
Amortizable Expenditures	
26000 · Bond Fees	25,000.00
26100 · Accumulated Amortization	(23,541.67)
Total Amortizable Expenditures	1,458.33
Total Fixed Assets	739,235.19
Other Assets	
25400 · Land	16,965.00
25500 · Water Rights	37,508.00
Total Other Assets	54,473.00
TOTAL ASSETS	1,651,947.59

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance
As of September 30, 2024

	Sep 30, 24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
30000 · Accounts Payable	(67.81)
Total Accounts Payable	(67.81)
Other Current Liabilities	
30100 · Road Damage Deposit	43,557.89
30200 · Completion Deposit (refundable)	25,521.04
30300 · Payroll Liabilities	4.45
Total Other Current Liabilities	69,083.38
Total Current Liabilities	69,015.57
Long Term Liabilities	
Division of Finance	
30400 · Note Payable UT Div. of Finance	2,000.00
30401 · Undisbursed Principal	2,526.34
Total Division of Finance	4,526.34
Total Long Term Liabilities	4,526.34
Total Liabilities	73,541.91
Equity	
50000 · Fund Balance	1,681,422.01
Net Income	(103,016.33)
Total Equity	1,578,405.68
TOTAL LIABILITIES & EQUITY	1,651,947.59

11:18 AM

10/08/24

Accrual Basis

Interlaken Town

Statement of Assets, Liabilities, and Fund Balance

As of September 30, 2024

	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	
General Fund	
10101 · 10101 - Water Rev Fund 2422	0.00
10000 · General Fund Checking 2681	104,697.14
10100 · Water Rev Fund Checking 1520	152,651.93
10200 · Building Fund 1678	119,576.89
Reserve Funds	
Transportation Reserve Fund	
10300 · Transp Cap Facilities Res 4574	233,570.68
Total Transportation Reserve Fund	233,570.68
Water Reserve Funds	
10400 · Water Sys Cap Facilities 1330	160,449.32
10500 · Water Rev Bond Sinking Fund 058	82,629.30
Total Water Reserve Funds	243,078.62
Total Reserve Funds	476,649.30
Total General Fund	853,575.26
Total Checking/Savings	853,575.26
Accounts Receivable	
20000 · Accounts Receivable	7,085.01
Total Accounts Receivable	7,085.01
Total Current Assets	860,660.27
Fixed Assets	
Depreciable Assets	
Property, Plant and Equipment	
25000 · Garbage Site	98,318.85
25100 · Equipment	31,366.00
25200 · Roads	705,967.00
25300 · Water System	1,712,694.73
Total Property, Plant and Equipment	2,548,346.58
Total Depreciable Assets	2,548,346.58
25900 · Accumulated Depeciation	(1,810,569.72)
Amortizable Expenditures	
26000 · Bond Fees	25,000.00
26100 · Accumulated Amortization	(20,416.67)
Total Amortizable Expenditures	4,583.33
Total Fixed Assets	742,360.19
Other Assets	
25400 · Land	16,965.00
25500 · Water Rights	37,508.00
Total Other Assets	54,473.00
TOTAL ASSETS	1,657,493.46

Interlaken Town
Statement of Assets, Liabilities, and Fund Balance
As of September 30, 2024

	Sep 30, 23
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
30000 · Accounts Payable	201.19
Total Accounts Payable	201.19
Other Current Liabilities	
30100 · Road Damage Deposit	33,000.00
30200 · Completion Deposit (refundable)	27,925.15
30300 · Payroll Liabilities	139.55
Total Other Current Liabilities	61,064.70
Total Current Liabilities	61,265.89
Long Term Liabilities	
Division of Finance	
30400 · Note Payable UT Div. of Finance	76,473.66
30401 · Undisbursed Principal	2,526.34
Total Division of Finance	79,000.00
Total Long Term Liabilities	79,000.00
Total Liabilities	140,265.89
Equity	
50000 · Fund Balance	1,561,230.04
Net Income	(44,002.47)
Total Equity	1,517,227.57
TOTAL LIABILITIES & EQUITY	1,657,493.46

Interlaken Public Works Management

DPW Site	
	Trash & recycling bins
	Salt storage
	Cargo container storage
	Verkada security cameras
	The Beast brush cutter storage & maintenance
Roads	
	Surface maintenance
	patching, crack sealing, surface treatments - slurry coating
	Shoulder maintenance
	trenching, cobble work, compaction
	Road System Capital Improvement Projects
	project management - bid process, engineering consultation, budgeting, signage, notifications, onsite oversight, bluestakes
	surface replacement
	shoulder rebuilding
	erosion control projects - walls, ROW excavation, culverts
	guardrails
	pavement striping, signage
	Reserves study, maintenance projections, budget projections
	Pothole testing analysis & forecasting
	Grants
	Snow removal - SuperDave contract
	Shoulder brush clearing
	ROW permit oversight - utilities and building permits
	Road maintenance agreement - BHR & The Reserves
Water System	
	Regular maintenance & support
	communication & coordination with Water Masters
	exercise valves & hydrants
	PRV inspection & maintenance for main service lines, screen installation & service
	tank cleaning - Midco
	PRV adjustment at meters
	annual BFPD inspections
	annual lead survey inventory update
	New service connections & meter upgrades - Sensus Analytics
	Sensus system monitoring and response
	Generator
	regular maintenance
	fault resets & monitoring
	weekly startup test (Wed noon)
	battery trickle charger in winter
	snow removal in winter - clear generator cabinet and path to gate
	Pumphouse
	wintertime gas heater weekly check - backup heaters
	Verkada system - programming door access, environmental sensors, cameras
	winter door access - snow removal
	tools -acquisition, maintenance & storage
	sign storage
	Water Tank
	security measures - Big Matterhorn gate lock, vault lock, fencing, Verkada camera
	State park relationship - lease
	telemetry system
	power supply to tank
	Water System Capital Improvement Projects

Interlaken Public Works Management

	project management - bid process, engineering consultation, budgeting, signage, notifications, onsite oversight, bluestakes
	new PRV & vault for 12" line on St. Moritz
	required valve replacements - Big Matterhorn Circle
	required meter replacements & new connections with Sensus Analytics
	main line replacements
	Big Matterhorn 12" valve replacement with Sensus Analytics monitoring
	lid replacements - Bern Way
	pit reconstruction when required
	additional tank fencing
	Reserves and budget planning
	Grants
	Disaster Response
	response management & project coordination
	notifications
Utilities	
	Heber Light & Power - franchise agreement
	Dominion Energy - franchise agreement
	Midway Sanitation
	Wasatch Solid Waste SSD
	Utah Broadband - pumphouse tower
	CenturyLink
	Recyclops
Fire Mitigation	
	Spring, fall debris pickup
	Municipal property cleanup
	Shoulder area brush removal
	Grants
Noxious Weed Control	
	Municipal property - Contracted Spring weed abatement - Gridiron
	Private Property owner cleanup
	Enforcement
	Grants
Project Communication & Coordination	
	Interlaken Town Council, Mayor, Planning Commission, Administrator
	Midway City - MSD, shared roads, other common interests
	The Reserves (RMA)
	BHR (RMA)
	Town Engineer - building permits, review & inspection
	SuperDave - snow removal
	Brother B - fire mitigation
	American Electric - generator maintenance
	Becker Excavation - water system projects
	Eckles Paving - major road work
	Asphalt Preservation - asphalt patching
	Mountainland Supply - Kevin Carter - Sensus Analytics, water system
Verkada Security System	
	Maintenance & repair of equipment
Building Permit Oversight	
	Regular site inspections
	Developing and implementing standards for underground utilities
	Consultations with owner, planning commission, contractor, and town engineer
	Enforcement of Interlaken building agreement compliance & town specific codes
	Notifications of traffic impacts
	Communication & coordination with town engineer

**GENERAL SERVICES AGREEMENT
BETWEEN
OWNER AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This is an Agreement effective as of September 19, 2024, between INTERLAKEN TOWN (“OWNER”) and JONES & DEMILLE ENGINEERING, INC., a Utah corporation, or its subsidiaries including, but not limited to CAMPBELL ARCHITECTURE, LLC, (“CONSULTANT”). OWNER retains CONSULTANT to perform Professional Services for an unknown number of projects (“Assignments or Services”). The parties enter into this Agreement for the purpose of creating a general agreement that will provide standard and uniform terms for certain subsequent agreements to be entered into between CONSULTANT and OWNER.

OWNER and CONSULTANT, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1—CONSULTANT’S SERVICES

1.01 Scope

- A. CONSULTANT shall provide the services set forth in Exhibit A or as approved in writing by OWNER and shall not be responsible to provide any services not expressly contained in Exhibit A (Scope of Work) and Exhibit B (Standard Terms and Conditions).
- B. Upon this Agreement becoming effective, CONSULTANT is authorized to begin services set forth in Exhibit A.
- C. Upon execution of an Assignment Order by OWNER and CONSULTANT, services will be performed by CONSULTANT in accordance with this Agreement and its exhibits, and as limited or expanded upon by the terms agreed upon in the Assignment Order.

ARTICLE 2—OWNER’S RESPONSIBILITIES

2.01 General

- 1. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3–TIMES FOR RENDERING SERVICES

- 3.01 CONSULTANT's services will be performed within the time period or by the date stated in Exhibit A or as approved by OWNER.
- 3.02 If CONSULTANT's services are delayed or suspended in whole or in part by OWNER, CONSULTANT shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation.

ARTICLE 4–PAYMENTS TO CONSULTANT

- 4.01 Methods of Payment for Services of CONSULTANT.
- A. OWNER shall pay CONSULTANT for services rendered under this Agreement as follows:
1. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined in Exhibit C.
 2. Or, if both the Owner and the CONSULTANT agree to a defined Scope of Work, a Lump Sum amount may be agreed upon. Lump sum progress payments may be invoiced monthly by percentage of completion throughout the project.
- 4.02 Other Provisions Concerning Payment
- A. Adjustments. CONSULTANT's compensation is conditioned on time to complete each Assignment. Should the time to complete an Assignment be extended beyond this period, due to reasons not the fault of CONSULTANT, compensation to CONSULTANT shall be appropriately adjusted.
- B. For Additional Services. OWNER shall pay CONSULTANT for all services not included in the scope of this Agreement on the basis agreed to by the parties at the time such services are authorized by OWNER.

ARTICLE 5–DESIGNATED REPRESENTATIVES

- 5.01 Contemporaneous with the execution of this Agreement, CONSULTANT and OWNER shall each designate specific individuals as CONSULTANT's and OWNER's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignments or Services on behalf of their respective party.

ARTICLE 6–CONTENT OF AGREEMENT

- 6.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 2 pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of 6 pages.
- C. Exhibit C, "Payments to CONSULTANT," consisting of 2 pages.
- D. Exhibit D, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of 5 pages.

6.02 Total Agreement

This Agreement (consisting of pages 1 to 3, inclusive), together with the Exhibits identified in paragraph 6.01, constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date which is indicated on page 1.

OWNER:

Interlaken Town

By: Greg Harrigan

Name: Greg Harrigan

Date Signed: September 26, 2024

Address for giving notices:

PO Box 1256

Midway UT 84049

Designated Representative:

Name: Greg Harrigan

Title: Mayor

Phone Number: 435-565-3812

Email Address: interlaken.mayor@gmail.com

CONSULTANT:

Jones & DeMille Engineering, Inc.

By: Darin Robinson

Name: Darin Robinson

Date Signed: September 19, 2024

Address for giving notices:

1535 South 100 West

Richfield, UT 84701

Designated Representative:

Name: Matt Laurendeau

Title: Team Leader

Phone Number: (435) 896-8266

Email Address: matt.l@jonesanddemille.com

This **EXHIBIT A**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 19, 2024.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 CONSULTANT's Services

- A. CONSULTANT shall provide civil engineering, planning, architectural and related services on an ongoing basis. CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Assignments shall include, but are not limited to, the following work categories:
1. Preconstruction and design engineering
 2. Construction administration and engineering
 3. Surveying
 4. Materials testing
 5. Planning and studies
 6. Funding acquisition
 7. Environmental
 8. Inspection services
 9. Contractor procurement and negotiation
 10. Public interaction
 - a. Marketing
 - b. Website management
 - c. Social media marketing
 - d. YouTube advertising
 - e. Illustrative business ideas
 11. Digital tools
 - a. Website development
 - b. Web applications and concept planning
 12. Emergency preparedness planning
 13. Architectural
 - a. Design architecture
 - b. Historical restoration
 - c. Programming
 14. Other related services

- B. CONSULTANT shall, prior to initiation of an Assignment, provide OWNER an estimated total cost, time and estimated completion date for each project. CONSULTANT shall not begin work until OWNER's approval is given by issuing an approved Assignment Order, as included as Attachment A1.

A.2.01 OWNER's Responsibilities

- A. OWNER shall provide approval of Assignments, estimated cost, time and estimated completion date; and:
 - 1. Participate in progress and decision meetings with CONSULTANT.
 - 2. Promptly respond to communications and requests from CONSULTANT.
 - 3. Provide existing maps, permits, correspondence and all other applicable information not already in CONSULTANT's possession.
 - 4. Respond in a timely manner so as not to delay the services of the CONSULTANT.
- B. CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT's services under this Agreement.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. The time period for the performance of CONSULTANT's services shall be within the milestones established per each Assignment.

This ATTACHMENT A1, consisting of 2 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 19, 2024.



Jones & DeMille
Engineering
www.jonesanddemille.com | 800.748.5275

ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated _____ ("Agreement"), Owner and Consultant agree as follows:

1. *Specific Project Data.*

Project Title: _____ (the "Assignment")

Description: _____

2. *Services of Consultant.* Consultant's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Consultant incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and adds the following services specific to the Assignment:

- a. ///
- b. ///

Owner's Responsibilities. Owner shall have those responsibilities set forth in Section A.2.01 of Exhibit A of the Agreement.

3. *Times for Rendering Services.* Consultant's services will be performed by _____.

4. *Payments to Consultant.* Owner shall pay Consultant for the above assignment as follows:

Execution of this Assignment Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon receipt of a copy of this Assignment Order signed by Owner.

JONES & DEMILLE ENGINEERING, INC.

Signature

Title

Date

Signature

Title

Date

[Project Number]

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 314
Teele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

20 West Main Street
Suite 112
Cortez, CO 81321
970.739.5408



ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated _____ ("Agreement"), Owner and Consultant agree as follows:

1. **Specific Project Data.**

Project Title: _____ (the "Assignment")

Description: _____

2. **Services of Consultant.** Consultant's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Consultant incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and adds the following services specific to the Assignment:

a. ///

b. ///

Owner's Responsibilities. Owner shall have those responsibilities set forth in Section A.2.01 of Exhibit A of the Agreement.

3. **Times for Rendering Services.** Consultant's services will be performed by _____.

4. **Payments to Consultant.** Owner shall pay Consultant for the above assignment as follows: _____.

Execution of this Assignment Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon receipt of a copy of this Assignment Order signed by Owner.

CAMPBELL ARCHITECTURE, LLC

Signature

Signature

Title

Title

Date

Date

[Project Number]

This **EXHIBIT B**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 19, 2024.

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01.B Standard Terms and Conditions

1. **Standard of Care**

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by member of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. **Independent Contractor**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. **Payments to CONSULTANT**

Payment amounts shall be made in accordance with Article 4.01. Work will be halted if payments are not made in a timely manner.

4. **Insurance**

CONSULTANT will maintain insurance coverage for Workers Compensation, General Liability, Automobile Liability and professional liability, in amounts mutually agreed upon, and will provide certificates of insurance to OWNER upon request.

5. **Indemnification and Allocation of Risk**

a. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of CONSULTANTS, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners,

employees, and consultants in the performance of CONSULTANT's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of CONSULTANTS, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, CONSULTANT's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of OWNER, CONSULTANT, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and CONSULTANT's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including, but not limited to, all fees and charges of CONSULTANTS, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition(s), provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

e. The indemnification provision of paragraph B.6.01.B.5.a. is subject to and limited by the provisions agreed to by OWNER and CONSULTANT in paragraph B.6.01.B.6, "Limit of Liability" of this Agreement.

f. CONSULTANT's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event OWNER later elects to reduce design professional's scope of services, OWNER hereby agrees to release, hold harmless, defend and indemnify CONSULTANT from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

6. Limit of Liability.

To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents, and consultants, or any of them to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of CONSULTANT or

CONSULTANT's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of one million dollars (\$1,000,000.00).

7. Dispute Resolution

a. OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to CONSULTANT all amounts owing to CONSULTANT under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

9. Access

OWNER shall arrange for safe access to and make all provisions for CONSULTANT and CONSULTANT's Consultants to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that CONSULTANT's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed there in connection with the Assignment. In the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that CONSULTANT is performing professional services for OWNER and that CONSULTANT is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with CONSULTANT’s activities under this Agreement.

11. Patents

CONSULTANT shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising there from. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Ownership and Reuse of Documents

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service, and CONSULTANT shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER’s sole risk; and OWNER agrees to indemnify, and hold CONSULTANT harmless from all claims, damages, and expenses including attorney’s fees arising out of such reuse of documents by OWNER or by acting through OWNER.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk.

b. When transferring documents in electronic media format, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of any assignment or service.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible for maintaining documents stored in electronic media format after acceptance by OWNER.

14. Opinions of Probable Construction Cost

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-ways, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. CONSULTANT's opinions of probable Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. CONSULTANT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

15. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's cost for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.

b. CONSULTANT assumes no responsibility for the accuracy of opinions of Total Project Costs.

16. Force Majeure

CONSULTANT shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond CONSULTANT's reasonable control.

17. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

18. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

19. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Nonenforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

21. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

22. Controlling Law

This Agreement is to be governed by the law of the State of Utah, in which the CONSULTANT's principal office is located.

23. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

24. Betterment

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

25. Estimates of Probable Construction Cost

In providing estimates of probable construction cost, the OWNER understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's estimates of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's estimate of probable construction cost.

This **EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 19, 2024.

Payments to CONSULTANT for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO THE CONSULTANT

C4.01 For Services Set forth in Exhibit A – Lump Sum or Approved Hourly Rates plus Reimbursable Expenses

A. OWNER shall pay CONSULTANT for General Consulting Services as follows:

1. General Consulting Services: For Consulting Services set forth in Exhibit A:
 - i. Hourly: an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees multiplied by Approved Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and CONSULTANT's Subconsultant's charges if any.
 - ii. Lump Sum: includes compensation for CONSULTANT's services and services of CONSULTANT's Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, CONSULTANT may also bill for any such Reimbursable Expenses incurred during the billing period.

C4.02 Approved Hourly Rates

- A. Approved Hourly rates are set forth in this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative, overhead, non-project operating costs, and operating margin or profit.
- B. The Approved Hourly Rates and Reimbursable Expenses may be adjusted or updated periodically (by mutual agreement of the parties) to reflect equitable changes in the compensation payable to CONSULTANT or addition of new employee classes.

This ATTACHMENT C1, consisting of 1 page, referred to in and part of the Agreement between Owner and CONSULTANT for Professional Services dated September 19, 2024.

Consultant Services Hourly Rates as of June 1, 2024

ENGINEERING SERVICES

Principal	\$ 270.00
Senior Planner	\$ 220.00
Planner III	\$ 150.00
Planner II	\$ 130.00
Planner I	\$ 110.00
Structural Engineer	\$ 240.00
Senior Project Manager II	\$ 255.00
Senior Project Manager I	\$ 222.00
Project Manager III	\$ 200.00
Project Manager II	\$ 192.00
Project Manager I	\$ 175.00
Assistant Project Manager	\$ 150.00
Senior Project Engineer III	\$ 235.00
Senior Project Engineer II	\$ 183.00
Senior Project Engineer I	\$ 170.00
Project Engineer	\$ 160.00
Graduate Engineer IV	\$ 150.00
Graduate Engineer III	\$ 140.00
Graduate Engineer II	\$ 125.00
Graduate Engineer I	\$ 100.00

CONSTRUCTION SERVICES

Senior Construction Project Manager II	\$ 190.00
Senior Construction Project Manager I	\$ 175.00
Construction Project Manager II	\$ 155.00
Construction Project Manager I	\$ 140.00
Senior Construction Engineering Technician III	\$ 195.00
Senior Construction Engineering Technician II	\$ 170.00
Senior Construction Engineering Technician I	\$ 140.00
Construction Engineering Technician III	\$ 125.00
Construction Engineering Technician II	\$ 115.00
Construction Engineering Technician I	\$ 95.00
Construction Contract Specialist III	\$ 195.00
Construction Contract Specialist II	\$ 150.00
Construction Contract Specialist I	\$ 110.00

SURVEY/STAKING SERVICES

Professional Land Surveyor II	\$ 190.00
Professional Land Surveyor I	\$ 175.00
Survey Manager	\$ 160.00
Senior Survey Office Technician	\$ 150.00
Survey Office Technician	\$ 145.00
Survey Technician II	\$ 135.00
Survey Technician I	\$ 110.00

LAB/MATERIALS TESTING

Testing rates/fees – available upon request	
Senior Materials Technician	\$ 145.00
Materials Technician	\$ 90.00

ENVIRONMENTAL SERVICES

Environmental Project Manager	\$ 165.00
Environmental Scientist	\$ 144.00
Environmental Technician	\$ 100.00

ARCHITECTURAL SERVICES

Senior Architect	\$ 193.00
Project Architect	\$ 165.00
Assistant Project Manager	\$ 150.00
Architectural Designer III	\$ 145.00
Architectural Designer II	\$ 120.00
Architectural Designer I	\$ 110.00

CAD SERVICES

Senior CAD Designer II	\$ 202.00
Senior CAD Designer I	\$ 169.00
CAD Designer III	\$ 150.00
CAD Designer II	\$ 139.00
CAD Designer I	\$ 122.00
Senior CAD Technician	\$ 101.00
CAD Technician	\$ 95.00

GIS SERVICES

Senior GIS Specialist	\$ 172.00
GIS Specialist	\$ 137.00
GIS Technician	\$ 95.00

ADMINISTRATIVE

Project Accounting Manager	\$ 210.00
Project Accountant	\$ 115.00
Project Accounting Assistant	\$ 100.00
Marketing Manager	\$ 150.00
Marketing Assistant III	\$ 115.00
Marketing Assistant II	\$ 102.00
Marketing Assistant I	\$ 91.00
IT Manager	\$ 165.00
IT Specialist	\$ 145.00
Strategic & Communication Manager	\$ 219.00
Project Administrative Manager	\$ 163.00
Executive Project Assistant II	\$ 159.00
Executive Project Assistant I	\$ 125.00
Senior Project Administrative Assistant	\$ 98.00
Project Administrative Assistant	\$ 84.00
Website Specialist	\$ 115.00
Software Developer	\$ 260.00

INTERN SERVICES

Intern II	\$ 85.00
Intern I	\$ 75.00

OTHER DIRECT COSTS (ODC)

Vehicle Mileage (per mile)	\$ 0.67
4-Wheeler Rental (per day)	\$ 140.00
Professional Subconsultants	Cost + 15%

This **EXHIBIT D**, consisting of 5 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 19, 2024.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 5 of the Agreement is supplemented to include the following agreement of the parties:

5.02 Resident Project Representative

- A. CONSULTANT shall furnish a Resident Project Representative (“RPR”) to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, CONSULTANT shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall CONSULTANT (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The CONSULTANT (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.01 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is CONSULTANT's representative at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CONSULTANT and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with CONSULTANT concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
 - a. Serve as CONSULTANT's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist CONSULTANT in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with CONSULTANT in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.

11. *Reports:*

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to CONSULTANT proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
 - c. Furnish to CONSULTANT and OWNER copies of all inspection, test, and system start-up reports.
 - d. Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CONSULTANT for review and forwarding to OWNER prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of CONSULTANT, OWNER, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- 2. Exceed limitations of CONSULTANT’s authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

TO / Ardurq

EXHIBIT "A"
FUNCTIONAL FEE SCHEDULE
PROFESSIONAL SERVICES
Effective February 1, 2019

I. PERSONNEL	
Principal /Project Manager	\$190.00 - \$230.00 /hour
Project Manager	\$140.00 - \$200.00 /hour
Project Engineer	\$110.00 - \$150.00 /hour
Environmental Specialist	\$105.00 - \$165.00 /hour
Construction Manager	\$90.00 - \$150.00 /hour
Staff Engineer	\$90.00 - \$115.00 /hour
GIS Specialist	\$80.00 - \$130.00 /hour
Inspector/Technician	\$70.00 - \$115.00 /hour
Information Technology	\$70.00 - \$115.00 /hour
Administrative	\$50.00 - \$120.00 /hour
II. LANDSCAPE ARCHITECT	
Landscape Architect	\$100.00 - \$130.00 /hour
III. SURVEYING	
Survey Manager	\$150.00 - \$170.00 /hour
Staff Surveyor	\$100.00 - \$130.00 /hour
Survey Technician	\$80.00 - \$105.00 /hour
IV. SURVEY EQUIPMENT	
GPS or Robotic Survey Equipment	\$65.00 /hour
Conventional Survey Equipment	\$25.00 /hour
GIS Data Logger	\$15.00 /hour
UAV Flight Charge	\$75.00 /hour
Drill and Generator	\$80.00 /day
V. COMPUTER SOFTWARE	
Property Database Research	\$50.00 /hour
CADD and Other Technical Software	\$10.00 /flight
VI. REPRODUCTION	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
VII. MILEAGE	
Vehicle	0.55 - 0.65 /mile
ATV Vehicle	\$20.00 /hour
VIII. OTHER DIRECT CHARGES	
Direct costs for material or services incurred for the project	Actual Cost + 10%

Notes: 1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.

2. This fee schedule is subject to periodic adjustment.

© 2019 T-O Engineers, Inc. This instrument is the property of T-O Engineers, Inc. Any reproduction, reuse or modification of this instrument or its contents without specific written permission of T-O Engineers, Inc. is strictly prohibited.

This ATTACHMENT C1, consisting of 1 page, referred to in and part of the Agreement between Owner and CONSULTANT for Professional Services dated September 19, 2024.

Consultant Services Hourly Rates as of June 1, 2024

ENGINEERING SERVICES

Principal	\$ 270.00
Senior Planner	\$ 220.00
Planner III	\$ 150.00
Planner II	\$ 130.00
Planner I	\$ 110.00
Structural Engineer	\$ 240.00
Senior Project Manager II	\$ 255.00
Senior Project Manager I	\$ 222.00
Project Manager III	\$ 200.00
Project Manager II	\$ 192.00
Project Manager I	\$ 175.00
Assistant Project Manager	\$ 150.00
Senior Project Engineer III	\$ 235.00
Senior Project Engineer II	\$ 183.00
Senior Project Engineer I	\$ 170.00
Project Engineer	\$ 160.00
Graduate Engineer IV	\$ 150.00
Graduate Engineer III	\$ 140.00
Graduate Engineer II	\$ 125.00
Graduate Engineer I	\$ 100.00

CONSTRUCTION SERVICES

Senior Construction Project Manager II	\$ 190.00
Senior Construction Project Manager I	\$ 175.00
Construction Project Manager II	\$ 155.00
Construction Project Manager I	\$ 140.00
Senior Construction Engineering Technician III	\$ 195.00
Senior Construction Engineering Technician II	\$ 170.00
Senior Construction Engineering Technician I	\$ 140.00
Construction Engineering Technician III	\$ 125.00
Construction Engineering Technician II	\$ 115.00
Construction Engineering Technician I	\$ 95.00
Construction Contract Specialist III	\$ 195.00
Construction Contract Specialist II	\$ 150.00
Construction Contract Specialist I	\$ 110.00

SURVEY/STAKING SERVICES

Professional Land Surveyor II	\$ 190.00
Professional Land Surveyor I	\$ 175.00
Survey Manager	\$ 160.00
Senior Survey Office Technician	\$ 150.00
Survey Office Technician	\$ 145.00
Survey Technician II	\$ 135.00
Survey Technician I	\$ 110.00

LAB/MATERIALS TESTING

Testing rates/fees – available upon request	
Senior Materials Technician	\$ 145.00
Materials Technician	\$ 90.00

ENVIRONMENTAL SERVICES

Environmental Project Manager	\$ 165.00
Environmental Scientist	\$ 144.00
Environmental Technician	\$ 100.00

ARCHITECTURAL SERVICES

Senior Architect	\$ 193.00
Project Architect	\$ 165.00
Assistant Project Manager	\$ 150.00
Architectural Designer III	\$ 145.00
Architectural Designer II	\$ 120.00
Architectural Designer I	\$ 110.00

CAD SERVICES

Senior CAD Designer II	\$ 202.00
Senior CAD Designer I	\$ 169.00
CAD Designer III	\$ 150.00
CAD Designer II	\$ 139.00
CAD Designer I	\$ 122.00
Senior CAD Technician	\$ 101.00
CAD Technician	\$ 95.00

GIS SERVICES

Senior GIS Specialist	\$ 172.00
GIS Specialist	\$ 137.00
GIS Technician	\$ 95.00

ADMINISTRATIVE

Project Accounting Manager	\$ 210.00
Project Accountant	\$ 115.00
Project Accounting Assistant	\$ 100.00
Marketing Manager	\$ 150.00
Marketing Assistant III	\$ 115.00
Marketing Assistant II	\$ 102.00
Marketing Assistant I	\$ 91.00
IT Manager	\$ 165.00
IT Specialist	\$ 145.00
Strategic & Communication Manager	\$ 219.00
Project Administrative Manager	\$ 163.00
Executive Project Assistant II	\$ 159.00
Executive Project Assistant I	\$ 125.00
Senior Project Administrative Assistant	\$ 98.00
Project Administrative Assistant	\$ 84.00
Website Specialist	\$ 115.00
Software Developer	\$ 260.00

INTERN SERVICES

Intern II	\$ 85.00
Intern I	\$ 75.00

OTHER DIRECT COSTS (ODC)

Vehicle Mileage (per mile)	\$ 0.67
4-Wheeler Rental (per day)	\$ 140.00
Professional Subconsultants	Cost + 15%

Contract Position	Ardurra Hourly	Jones-DeMille Hourly	% Difference
Accounting-Admin	\$ 90	\$ 115	28%
Construction Mgr	\$ 105	\$ 163	55%
Project Engineer	\$ 130	\$ 160	23%
Principal	\$ 230	\$ 270	17%
	Average % Difference		31%
	Average % Difference w/o Principle		35%

Engineering Services - Building Permits	
Ardurra Previous 12-Month Permit Billing	\$ 12,210
Jones-DeMille Adjusted Projected Billing	\$ 16,528
	Current FY2025 Budget /

Engineering Services -Additional Projects	
Ardurra Previous 12-Month Additional Project Billing	\$ 288
Jones-DeMille Adjusted Projected Billing	\$ 377
	Current FY2025 Budget /

Proposed FY2025 Budget Building Fund Expense Amendment			
Budget Line Item	Current	Proposed	Explanation
Building Fund Line 188a: Plan Review & Inspections	\$ 10,000	\$ 18,000	Increase in building activity & new rate structure
Building Fund Line 188b: Additional Contract Services	\$ -	\$ 6,000	Projected new projects - eg PRV vault
TOTAL	\$ 10,000	\$ 24,000	