



August 22, 2024

Greater Salt Lake Municipal Services District  
2001 South State Street, Suite N3-600  
Salt Lake City, Utah 84190

Attention: Alex Rudowski  
EMAIL: arudowski@msd.utah.gov

Subject: Proposal for Geologic and Geotechnical Engineering Services  
Various Projects  
Salt Lake County, Utah Area  
Proposal No. 1240249

Mr. Rudowski:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) is pleased to provide a proposal to provide geologic and geotechnical consultation to the district for various projects in the Salt Lake County area.

### **PROPOSED SERVICES**

We understand that we may be asked to review geotechnical documents and letters, visit active construction sites to assess overall site stability, provide recommendations, provide geologic hazard assessments and other related consultation.

### **FEE**

We propose to provide our geologic and geotechnical consultation based on hourly and unit costs in accordance with attached fee schedule. We can provide estimated costs for specific work if needed once we know what that specific work will be.

We appreciate the opportunity of providing this proposal to you and look forward to working with you on the project. If this proposal meets with your approval, please sign and return a copy of the Engineering Services Agreement along to this office.

### **CONTRACT**

Our work will be performed under the attached engineering services agreement and the additional clauses provided to us.

Greater Salt Lake Municipal Services District  
August 22, 2024  
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Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Douglas R. Hawkes". The signature is fluid and cursive, with the first name "Douglas" being more prominent.

Douglas R. Hawkes, P.E., P.G.

DRH/rs  
Enclosures

**EXHIBIT B - PROFESSIONAL SERVICES FEE SCHEDULE  
GEOTECHNICAL / GEOLOGIC / ENVIRONMENTAL ENGINEERING  
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.**

**ENGINEERING/GEOLOGY/TECHNICIANS**

Principal	\$250.00-\$350.00/hour
Senior Associate (Engineer / Geologist / Environmental / Materials)	\$225.00-\$275.00/hour
Associate (Engineer / Geologist / Environmental / Materials)	\$200.00-\$250.00/hour
Senior Project Professional (Engineer / Geologist / Environmental / Materials)	\$150.00-\$200.00/hour
Project Professional (Engineer / Geologist / Environmental / Materials)	\$125.00-\$175.00/hour
Staff Professional (Engineer / Geologist / Environmental / Materials)	\$100.00-\$150.00/hour
Engineering Technician	\$75.00-\$125.00/hour
Laboratory Technician	\$55.00-\$90.00/hour
Materials Technician	\$50.00-\$85.00/hour
Special Inspector	\$85.00-\$125.00/hour
Typist/Draftsperson	\$90.00/hour

**FIELD OBSERVATION AND TESTING**

Construction Observation and Field Testing . . . . . on request

**FIELD INVESTIGATION**

Drill Rig - Track Mounted (Mobilization / Drilling / Standby)	\$275.00/hour
Drill Rig - Balloon Tire (Mobilization / Drilling / Standby)	\$300.00/hour
Drill Rig - Truck Mounted (Mobilization / Drilling / Standby)	\$240.00/hour
Drill Rig Crew Travel	\$150.00/hour
Backhoe	\$125.00/hour
PVC Pipe	\$2.00/foot
Hand Auger Equipment	\$150.00/day
Inclinometer	\$150.00/day
Manometer	\$125.00/day
Other Materials & Equipment	Cost + 15%

**LABORATORY TESTING**

Moisture Content	\$20.00	Consolidated Drained	\$550.00
Natural Density & Moisture Content	\$30.00	Multi Staged: Consolidated Undrained	
Atterberg Limit (ASTM D-4318)	\$90.00	w/pore pressure (3 stages)	\$1,100.00
Specific Gravity (ASTM D-854)	\$100.00	Ring Shear (per point)	\$500.00
Gradation Analysis (ASTM D-422)		Permeability	
All standard sieves to #200	\$100.00	Rigid Wall – Undisturbed	\$150.00
Less than 1 ½" to #200	\$75.00	Flexible Wall	
Percent less than #200 sieve	\$50.00	Samples up to 4" in diameter	\$350.00
Hydrometer Analysis	\$110.00	Per day after initial 4 days	\$60.00
pH	\$30.00	Additional confining pressures	\$120.00
Water Soluble Sulfates	\$75.00	12" diameter samples	\$1,000.00
Resistivity		Per day after initial 4 days	\$100.00
At existing moisture content	\$75.00	Additional confining pressures	\$200.00
Moisture conditioned to		Client-supplied permeant add	\$300.00
4 moisture contents	\$150.00	Permeant damaged	
Consolidation	\$180.00	Equipment	cost + 20%
with Time Readings	\$350.00	Gradient Ratio	\$750.00
Unconfined Compression (ASTM D-2166)	\$90.00	Pinhole Dispersion	\$250.00
Direct Shear, soil to soil or soil to any client-supplied material (per point)		Moisture-Density Relationships	
Consolidated Undrained	\$150.00	ASTM D-698 / D-1557 (std./mod. Proctor)	\$225.00
Consolidated Drained (ASTM D-3080)	\$200.00	Check Point	\$100.00
Triaxial Shear (per point)		Relative Density	\$300.00
Unconsolidated Undrained (unsaturated)	\$150.00	California Bearing Ratio (ASTM D-1883)	
Consolidated Undrained		One Point	\$200.00
w/pore pressure	\$450.00	Three Points	\$500.00
		Chemical Testing	on request
		Rock Testing	on request
		Sample Preparation	at rates listed above

**DIRECT CHARGES**

Auto or 2-wheel drive Pickup	\$65.00/day + \$1.00/mile
4-wheel drive Pickup	\$75.00/day + \$1.10/mile
Out-of-Town Living Expenses	Cost + 15%
Photocopies/binding	Cost + 15%
INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE	1.5% per month
	January, 2021

Date:

Proposal No.:

Prepared By:

CLIENT INFORMATION			
Client Name:		Contact:	
Billing Address:		Contact Phone No:	
		Contact Email:	

PROJECT INFORMATION		FEES	
Project Name:		<input type="checkbox"/> Hourly Billing Rates Plus Reimbursable Expenses	
Site Address:		<input type="checkbox"/> Lump Sum	Lump Sum Amount:
		<input type="checkbox"/> Other (Attach Addendum specifying compensation)	

The AGECE fee schedule (the "FEE SCHEDULE") has been provided to and received by CLIENT. A copy of the FEE SCHEDULE is attached hereto within the standard proposal as Exhibit B. This Agreement may be withdrawn by AGECE if not signed by client within 90 days from the date of this Agreement. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to AGECE in accordance with this AGREEMENT and the FEE SCHEDULE. The FEE SCHEDULE may be revised as agreed with the Client in writing.

The Term of this Agreement shall be three (3) years from the effective date, provided that Client shall have the right to extend the term for two (2) addition one (1) year extension terms by so notifying Consultant in writing at least thirty (30) days before the expiration of the initial three (3) year term or the expiration of the first one (1) year extension, as applicable. The total cumulative amount paid to the Consultant for the project shall not exceed \$100,000.

SCOPE OF SERVICES. AGECE shall provide certain specified services (the "SERVICES") on the PROJECT in accordance with this AGREEMENT, the Applied Geotechnical Engineering Consultants, Inc. Standard Terms and Conditions ("STANDARD TERMS") attached hereto, and the Scope of Services ("SCOPE OF SERVICES") attached hereto as Exhibit A or as described in the cover letter. AGECE shall not be responsible to provide any services not expressly contained in the SCOPE OF SERVICES or the STANDARD TERMS.

HAZARDOUS SUBSTANCES AND HAZARDOUS CONDITIONS. CLIENT hereby represents, warrants, and covenants to and with AGECE that:


- No HAZARDOUS SUBSTANCES (as defined in the STANDARD TERMS) or HAZARDOUS CONDITIONS (as defined in the STANDARD TERMS) exist on the PROJECT or at the PROJECT SITE, except as specified as follows:
- AGECE is entitled to rely upon the above-stated representations, warranties, and covenants in performing the SERVICES.

CLIENT acknowledges and confirms that AGECE is relying upon the above warranties in undertaking to perform the services described in this AGREEMENT.

ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this AGREEMENT are incorporated herein and are made a part of this AGREEMENT.

CLIENT has read and understood the terms and conditions set forth on this and the subsequent pages hereof and agrees that such items are hereby incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, CLIENT and AGECE have executed this AGREEMENT as of the date first-above written.

Client:	AGECE - Applied Geotechnical Engineering Consultants, Inc.		
Authorized Signature			
Name (Typed or Printed)	/	Title	
		Douglas R Hawkes	Senior Engineer
		Name (Typed or Printed)	Title
		8/22/2024	
Federal ID No. or Social Security No.	/	Date	

**APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.**  
**GEOTECHNICAL STANDARD TERMS AND CONDITIONS**

The standard terms and conditions set forth herein are attached to and made a part of the Geotechnical Engineering Services Agreement (the "AGREEMENT") between Applied Geotechnical Engineering Consultants, Inc. ("AGEC"), a Utah corporation and CLIENT (as defined in the AGREEMENT).

All capitalized terms which are not specifically defined herein shall have the meanings assigned to such terms in the AGREEMENT.

**ARTICLE 1. SERVICES.** The SERVICES to be provided by AGECE are limited to and shall be as set forth in the SCOPE OF SERVICES attached to the AGREEMENT as Exhibit A.

**ARTICLE 2. STANDARD OF CARE--LIMITATION OF DAMAGES.** The SERVICES will be performed in accordance with generally accepted engineering principles and practices existing at the time of performance for the locality where the SERVICES were performed. AGECE will re-perform, without additional charge, any SERVICE which does not meet this standard. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 2, AGECE MAKES NO GUARANTEES OR WARRANTIES CONCERNING SERVICES, AND NO OTHER GUARANTEES OR WARRANTIES MAY BE IMPLIED. IN ADDITION, NOTWITHSTANDING ANY AGREEMENT TO THE CONTRARY, AGECE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

**ARTICLE 3. RIGHT OF ENTRY.** CLIENT grants a right of entry to the PROJECT SITE to AGECE, its employees, agents, consultants, contractors, and subcontractors, for the purpose of performing SERVICES, and all acts, studies, and research in connection therewith, including without limitation the obtaining of samples and the performance of tests and evaluations.

**ARTICLE 4. PERMITS AND LICENSES.** CLIENT represents and warrants that it possesses all necessary permits and licenses required for the performance of the SERVICES and the continuation of CLIENT and AGECE's activities at the PROJECT SITE

**ARTICLE 5. SAMPLING AND TESTING.** Field tests or boring locations described by AGECE in any reports or shown on sketches are based on information furnished by others or estimates made in the field by AGECE. Any dimensions, depths or elevations in connection therewith are approximations and are not warranted to be exact.

**ARTICLE 6. DOCUMENTS.** CLIENT shall furnish, or cause to be furnished, such reports, data, studies, plans, specifications, documents, and other information deemed necessary by AGECE for the proper performance of the SERVICES. AGECE shall be entitled to rely upon documents provided by the CLIENT in performing the SERVICES. All documents provided by CLIENT shall remain the property of CLIENT; provided, that AGECE shall be permitted at AGECE's discretion to retain copies of such documents for AGECE's files. All documents prepared by AGECE in connection with the performance of the SERVICES, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data calculations and estimates, shall remain the exclusive property of AGECE. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for by CLIENT, will be returned to AGECE upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by AGECE pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without AGECE's prior written permission. If CLIENT has used or uses any portion of AGECE's work without AGECE's consent, CLIENT shall indemnify and save AGECE harmless from any and all claims arising from or relating to, in any way, such unauthorized use. No part of any document AGECE delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without AGECE's prior written consent.

**ARTICLE 7. AGECE PERSONNEL.** AGECE'S personnel shall be present either full or part-time as determined by AGECE to provide observation and field testing of specific parts of the PROJECT (in accordance with the SCOPE OF SERVICES).

**ARTICLE 8. CONTRACTORS.** If contractor(s) are involved in the PROJECT, AGECE shall not be responsible for the supervision or direction of any contractor or its employees or agents, and CLIENT shall so advise the contractor(s). Neither the presence of AGECE's personnel nor any observation or testing by AGECE shall excuse any contractor in any way for the acts or omissions of the contractor. AGECE shall not be responsible for job or site safety on the PROJECT or at the PROJECT SITE, and AGECE shall not have the right or obligation to stop the work of any contractor or other person at the PROJECT SITE.

ARTICLE 9. PUBLIC LIABILITY. AGECE maintains workers' compensation and employer's liability insurance for AGECE personnel, as may be required by state law. AGECE also maintains liability and auto liability insurance as required by state law. A Certificate of Insurance evidencing the coverage currently held by AGECE may be supplied upon written request by CLIENT.

Notwithstanding any provision of the AGREEMENT to the contrary, AGECE shall not be liable or responsible for any costs, expenses, losses, damages, or liability beyond the amounts, limits, coverage, or conditions of the insurance held by AGECE. In the event any third party brings suit or claim against AGECE for any matter relating to or arising from the SERVICES, the PROJECT, or the PROJECT SITE (including, without limitation any suit alleging exposure to or damage from material, elements or constituents at or from the PROJECT or the PROJECT SITE or which is alleged to have resulted in or caused disease or any adverse health condition to any third party, or resulted in costs for remedial action, uninhabitability of the property, or other property damage), before, during or after the performance of the SERVICES, CLIENT agrees, at its sole cost and expense, to indemnify, defend and hold AGECE and its officers, employees, contractors, and representatives harmless from all costs (including without limitation attorneys fees, witness costs and court costs), expenses, losses and judgments. CLIENT shall have the right to investigate, negotiate and settle, with AGECE's concurrence, any such suit or claim, and AGECE shall cooperate in the defense of any such suit or claim.

ARTICLE 10. PROFESSIONAL LIABILITY. Unless otherwise agreed in writing by CLIENT and AGECE, AGECE liability to CLIENT or any third party in connection with or arising from any act, omission or error (including negligent or other acts, omissions or errors) for any cause and based upon any legal theory (including without limitation strict liability) shall not exceed, in the aggregate, \$50,000 or the total fee received by AGECE pursuant to this AGREEMENT, whichever is greater.

ARTICLE 11. SAMPLE HANDLING AND RETENTION. Test samples or specimens ("SAMPLES") obtained by AGECE may be consumed or substantially altered during testing and AGECE, at its sole discretion, shall dispose of any remaining residue immediately upon completion of tests, subject to the following:

- a. NON-HAZARDOUS SAMPLES. At CLIENT's written request, AGECE shall maintain preservable SAMPLES for 30 days after the report date, free of storage charges. After the initial 30 days, upon written request AGECE will retain SAMPLES for a storage charge and time period reasonably

established by AGECE. AGECE shall not be responsible or liable for the loss of any SAMPLES retained in storage.

- b. HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES. In the event that SAMPLES contain substances or constituents deemed hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations or ordinances ("HAZARDOUS SUBSTANCES"), AGECE (i) shall after completion of testing and at client's expense return such SAMPLES to CLIENT, or (ii) using a manifest signed by CLIENT as generator, AGECE shall have such SAMPLES transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such SAMPLES, plus a reasonable handling charge to AGECE. CLIENT recognizes and agrees that AGECE is acting only as a bailee of SAMPLES in possession of AGECE, and AGECE has not and shall not at any time assume title to any SAMPLES, including without limitation SAMPLES containing HAZARDOUS SUBSTANCES.

ARTICLE 12. HAZARDOUS SUBSTANCES AND HAZARDOUS CONDITIONS. CLIENT represents and warrants that upon or prior to the execution of the AGREEMENT, it has advised AGECE of any and all i) HAZARDOUS SUBSTANCES and (ii) conditions existing in, on or near the PROJECT SITE which pose a potential danger to human health, the environment, or equipment ("HAZARDOUS CONDITIONS"). CLIENT agrees to immediately advise AGECE of the existence of any HAZARDOUS SUBSTANCES or HAZARDOUS CONDITIONS of which it becomes aware during or after the performance of the SERVICES. To the maximum extent permitted by law, CLIENT shall indemnify, defend and hold AGECE harmless from and against any and all claims and liabilities resulting from:

- a. the violation by CLIENT or any other party of any federal, state or local statute, regulation or ordinance relating to the disposal or handling of HAZARDOUS SUBSTANCES;
- b. the undertaking by CLIENT or any other party of, or the arrangement for, the handling, removal, treatment, storage, transportation or disposal of HAZARDOUS SUBSTANCES;
- c. changed conditions, HAZARDOUS SUBSTANCES or HAZARDOUS CONDITIONS introduced at the PROJECT SITE by CLIENT or any other party

before, during or after the performance of the SERVICES;

- d. any allegation(s) that AGECE is a handler, generator, operator, treater, storer, transporter, or disposer under the Resources Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response Compensation and Liability Act, or any other similar federal, state or local regulation or law;
- e. any costs, losses, damages, claims, causes of action or liability which may be asserted against AGECE or which may arise out of any environmental clean up or response, including without limitation all attorneys fees, witness costs and court costs;
- f. any claims, causes of action or liability which may be asserted against AGECE or which may arise out of any alleged contamination of any aquifer (including without limitation any such claim which may arise as a result of contamination of certain subsurface areas, as for example when a probe, boring device or well device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and which allegedly results in the spreading of HAZARDOUS SUBSTANCES to any other areas or hydrous bodies).

ARTICLE 13. NO SUPERVISION OR REPORTING DUTIES. AGECE shall not, under any circumstances, assume control of or responsibility for the PROJECT SITE or the persons operating on the PROJECT SITE nor shall AGECE be responsible for reporting to any federal, state or local agencies any conditions at the PROJECT SITE that may present potential dangers to public health, safety or the environment. CLIENT shall promptly notify the appropriate federal, state or local agencies, or otherwise disclose, any information that may be necessary to prevent any danger to health, safety or the environment, in accordance with applicable law and in a timely manner.

ARTICLE 14. CONTAMINATED EQUIPMENT. Upon notification by AGECE to CLIENT, all laboratory and field equipment used in performing the SERVICES which, at any time and in AGECE's sole discretion, is determined to be contaminated and which, in AGECE's sole discretion, cannot be reasonably decontaminated (the "CONTAMINATED EQUIPMENT") shall become the property and responsibility of CLIENT. Upon notification, AGECE shall deliver all CONTAMINATED EQUIPMENT to CLIENT, and CLIENT shall be solely responsible for the disposal, in accordance with law, of the CONTAMINATED EQUIPMENT. CLIENT

shall pay AGECE for the fair market value to AGECE of any CONTAMINATED EQUIPMENT within 45 days from the date of the notice provided in this ARTICLE 14.

ARTICLE 15. UNFORSEEN OCCURRENCES. If, during the performance of services, any unforeseen HAZARDOUS SUBSTANCES or other unforeseen conditions or occurrences ("UNFORSEEN CONDITIONS") are encountered which, in AGECE's sole judgement significantly affect or may affect the SERVICES, the risk involved in providing the SERVICES, or the SCOPE of SERVICES, CLIENT and AGECE hereby agree to reasonably modify the AGREEMENT, including the SCOPE OF SERVICES and the FEE SCHEDULE. AGECE further agrees to provide an estimate of additional charges relating to the UNFORSEEN CONDITIONS. Any modification of the AGREEMENT shall be in writing and shall be signed by CLIENT and AGECE. If CLIENT and AGECE cannot come to a reasonable agreement with respect to a modification of the AGREEMENT as provided in this ARTICLE 15, AGECE shall have the right to terminate this AGREEMENT and to receive payment from CLIENT for all SERVICES performed by AGECE prior to the date of such termination.

ARTICLE 16. DAMAGE AT PROJECT SITE. AGECE shall not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including without limitation pipes, tanks, telephone cables, and the like) which are not called to AGECE's attention in writing and correctly shown on the plans furnished by CLIENT in connection with the SERVICES. CLIENT acknowledges and accepts that the performance of the SERVICES, including without limitation the use of exploration and test equipment, may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment at or under the PROJECT SITE. CLIENT accepts and agrees to bear all risks inherent with the performance of the SERVICES and shall not hold AGECE liable or responsible for any such effect, alteration or damage.

ARTICLE 17. FORCE MAJEURE. AGECE is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of AGECE.

ARTICLE 18. LITIGATION ASSISTANCE. The SCOPE OF SERVICES does not include costs of AGECE for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of AGECE except for suits or claims between the parties to the AGREEMENT will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this



AGREEMENT, unless and until otherwise required by a court or arbitrator.

ARTICLE 19. CHANGES. CLIENT may make or approve changes within the SCOPE OF SERVICES. CLIENT shall pay any additional costs of such changes at the rates set forth in the FEE SCHEDULE.

ARTICLE 20. NO THIRD PARTY BENEFICIARIES. No rights or benefits are provided by the AGREEMENT to any person other than the CLIENT and AGECE and the AGREEMENT has no third-party beneficiaries.

ARTICLE 21. LEGAL ACTION. All legal actions by either party against the other arising from the AGREEMENT, or for the failure to perform in accordance with the applicable standards of care provided in the AGREEMENT, or for any other cause of action, shall be barred 2 years from the date the claimant knew or should have known of its claim; provided, however, no legal actions shall be asserted by CLIENT or AGECE after 4 years from the date of substantial completion of the SERVICES.

ARTICLE 22. BILLING. Unless otherwise expressly provided in the AGREEMENT, billings will be based on actual accrued time, test costs and expenses. CLIENT agrees to pay invoices upon receipt. If payment is not received by AGECE within 30 days of the invoice date, the amount due shall bear interest at a rate of 1.5 percent per month (18 percent per annum), before and after judgement and CLIENT shall pay all costs of collection, including without limitation reasonable attorneys' fees (provided,

however, if interest provided in this ARTICLE 22 exceeds the maximum interest allowable under any applicable law, such interest shall automatically be reduced to the maximum interest allowable by applicable law). If CLIENT has any objection to any invoice or part thereof submitted by AGECE, CLIENT shall so advise AGECE in writing, giving CLIENT's reasons, within 14 days of receipt of such invoice. Payment of the invoice shall constitute final approval of all aspects of the work performed to date as well as the necessity thereof. If the PROJECT or the AGREEMENT is terminated in whole or part prior to the completion of the SERVICES, then AGECE shall be paid for work performed prior to AGECE's receiving or issuing written notice of such termination and in addition AGECE shall be reimbursed for any and all expenses associated with the termination of the PROJECT or the AGREEMENT, including without limitation any "shut-down" costs.

ARTICLE 23. SURVIVAL. All obligations arising prior to the termination of the AGREEMENT and all provisions of the AGREEMENT allocating the responsibility or liability between CLIENT and AGECE shall survive the completion of the SERVICES and the termination of the AGREEMENT.

ARTICLE 24. INTEGRATION. The AGREEMENT and all the exhibits and attachments thereto constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by all parties thereto.

ARTICLE 25. GOVERNING LAW. The AGREEMENT shall be governed in all respect by the laws of the State of Utah unless otherwise agreed in writing between the parties.



## Article 26

### **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT**

Consultant recognizes that, as a governmental entity, Client is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and cannot guarantee that information or any document or record provided to the Client will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann §§ 63G-2-305 and -309 and other provisions of GRAMA. For any record to be classified as a “protected record”, Consultant must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Consultant to Client and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Consultant.

## Article 27

### **NO WORK GUARANTY**

Consultant understands, acknowledges and agrees that Client may use its own staff to provide Services identified in this Agreement and that Client may enter into other third party contracts for the provision of Services identified in this Agreement. As a consequence, there is no guarantee or assurance that Consultant will be called upon to perform services, or the number of times or frequency that Consultant may be asked to perform Services, and work assignments may be distributed among Consultant and other consultants, if there is more than one third party consultant contract, based on expertise, availability, geography, cost, or any other factor as determined by Client.

## Article 28

### **GOVERNMENTAL IMMUNITY ACT**

Consultant understands and acknowledges that Client is a political subdivision of the state of Utah and, as such, Client and its employees is entitled to any and all immunity from suit, limitations on judgements, protections and defenses afforded by the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Nothing stated in this Agreement or elsewhere is intended, nor shall it be interpreted or construed, to release, alter, waive, or minimize any immunity, limitation, protection or benefit afforded to Client and/or its employees by the Governmental Immunity Act of Utah.

## Article 29

### **ANTI-BOYCOTT**

Consultant certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as defined in Utah Code Ann. § 63G-27-102 and prohibited by Utah Code Ann. § 63G-27-201(1); and agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. Furthermore, Consultant agrees to notify the Client in writing if Consultant begins engaging in a prohibited economic boycott during the term of this Agreement. Activities which are not to be boycotted, absent an ordinary business purpose or unless the boycott is intended to comply with applicable state or federal law, include a boycott of companies that are engaged in fossil fuel-based energy, timber, mining, agriculture, or firearms; companies that do not meet or

commit to meet environmental standards beyond applicable state and federal law requirements; or companies that do not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. **Notwithstanding anything to the contrary stated in this contract,** pursuant to Utah Code Ann. § 63G-27-201(3), this provision does not apply to a contract with a total value of less than \$100,000 or to a contract with an entity that has fewer than 10 full-time employees, nor prohibit Client from entering into a contract with an entity that engages in an otherwise prohibited economic boycott if there is no economically practicable alternative available “to (A) acquire or dispose of a good or service; or (B) meet...[Client] legal duties to issue, incur, or manage debt obligations, or deposit, keep custody of, manage, borrow, or invest funds” or if the purpose of the economic boycott is to “comply with federal law.”

### Article 30 **E-VERIFY**

Consultant covenants, represents and warrants to Client that Consultant is and at all times during the performance of Services will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Consultant is registered and participates in a Status Verification system as required by law, and will require the same of any subcontractor who may assist Consultant in performing Services under this Agreement.

### Article 31 **INSURANCE**

Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A-: Workers' Compensation Coverage: Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all for the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Client at least thirty (30) days prior to such change. General Liability Coverage: Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and a two million (\$2,000,000) annual aggregate limit. The policy shall protect Client, Consultant, and any subcontractor from claims for damages for personal injury and from claims for property damage that may arise from Consultant's operations under this agreement.

Article 32  
**INDEMNIFICATION**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, collectively, against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, collectively, against all damages or liabilities to the extent caused by the Client's negligent acts, errors, or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner for the other party's own negligence.