



**MINUTES
BOARD OF TRUSTEES PUBLIC MEETING**

Meeting date: March 2, 2026
Time: 6:00 pm
Location: 533 East Water Works Drive, St. George Utah 84770
Participants: Board members Ed Bowler, Rick Rosenberg, Victor Iverson, Clark Fawcett, and Adam Bowler. Michele Randall and Kress Staheli were not present. District staff included Zach Renstrom, general manager; Mindy Mees, secretary; Jodi Richins, general counsel; Brock Belnap, Brie Thompson, and Corey Cram, associate general managers. Other meeting attendees as noted on the attached sign-in sheet.

Board of Trustees Chair, Ed Bowler welcomed attendees and turned the floor to General Manager Zach Renstrom for a special presentation. Mr. Renstrom explained that the District is starting a tradition of recognizing individuals for their outstanding work and contributions. One of the people the District would like to recognize today is someone who has worked extensively with the District for many years, Candice Hasenyager.

Mr. Renstrom said that Ms. Hasenyager served as Director of the Utah Division of Water Resources during a time of significant change. When she stepped into that role, the division was going through a major transition. What had once been a relatively small footprint quickly became one that the legislature looked to for leadership, direction, and guidance on critical water issues. Candice did an exceptional job leading the organization through that period. It was not always an easy role, there were challenges, difficult discussions, and a lot of responsibility but she managed it with professionalism and dedication.

The District hesitated slightly in presenting this award because Candice has recently moved on from that position. However, Mr. Renstrom felt that the impact she made during her time there was so significant that she absolutely deserved to be recognized. Candice has now taken on a new role as Director of the Utah Division of Water Quality, and the District looks forward to continuing to collaborate with her especially on issues related to water reuse. Ms. Hasenyager has been an outstanding partner to the Water District, and the District sincerely appreciates the collaboration and leadership she has provided. Mr. Renstrom said it was his pleasure to present Candice Hasenyager with the Utah Advocacy Teamwork Award.

Ms. Hasenyager responded, "Thank you. Working with the Washington County Water Conservancy District has truly been an amazing experience. You have some of the state's real leaders when it comes to conservation and thoughtful water management, and it has been incredible to work with all of you. I am very grateful for the collaboration and for the partnership with your entire team."

Chair Bowler thanked Ms. Hasenyager for her service.

Public hearing to consider a rate increase for the regional potable wholesale rate
Public hearing to consider a rate increase for the regional non-potable (secondary) wholesale rate

Chair Bowler invited the District's Finance Manager Jacob Sullivan to provide background regarding the wholesale water rate increase public hearings. Mr. Sullivan presented an overview of the proposed rate increases for the regional wholesale potable and secondary (non-potable) water rates. The proposal was previously reviewed by the Technical Advisory Committee (TAC) to allow municipalities to consider the potential increase during their July 1 fiscal year budgeting process. The proposed increase is \$0.11 per 1,000 gallons for both rate categories and will take effect July 1, 2026, if approved by the Board.

Mr. Sullivan outlined the current and proposed rates:

- Potable Water
 - Current: \$1.92 per 1,000 gallons
 - Proposed: \$2.03 per 1,000 gallons
- Secondary (Non-Potable) Water
 - Current: \$1.38 per 1,000 gallons
 - Proposed: \$1.49 per 1,000 gallons

Mr. Sullivan explained that a five-year financial projection was prepared to evaluate anticipated revenues and expenses. With an annual increase of \$0.11 per 1,000 gallons, revenues are projected to grow steadily as the county continues to grow. However, expenses fluctuate due to the timing of major repair and replacement projects. For the next two years, the regional system is expected to draw from reserve funds to cover expenses. In the following three years, revenues are projected to exceed expenses, allowing funds to be replenished in reserves.

Mr. Sullivan explained that the Regional Water Master Plan recommends contributing approximately \$13 million annually toward repair and replacement. Current projections fall short of that target in most years, with expected annual expenditures ranging from \$7 million to \$9 million, except for 2026, which approaches the recommended level.

Mr. Sullivan explained that the operating and maintenance costs are primarily associated with general operations, including staffing, equipment, IT services, and consulting support as well as water treatment plant operations, particularly at the Quail Creek Water Treatment Plant.

The rate structure includes allocations for operations and maintenance (O&M) as well as repair and replacement reserves. Even with the proposed increase, a portion of the cost per 1,000 gallons will continue to be covered by reserve funds to keep rates lower than the full break-even level.

Chairman Ed Bowler opened the hearing for public comment. There were no comments, and the public hearing was closed.

Consider a resolution adopting the regional potable wholesale rate increase

Trustee Adam Bowler made a motion to approve the resolution adopting the rate increase of \$0.11 for potable water, the motion was seconded by Trustee Clark Fawcett, and a roll call vote was taken as follows:

<i>Ed Bowler</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Rick Rosenberg</i>	<i>Yes</i>
<i>Clark Fawcett</i>	<i>Yes</i>
<i>Victor Iverson</i>	<i>Yes</i>

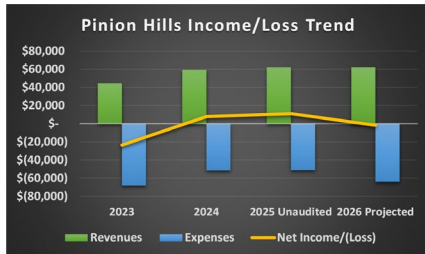
Consider a resolution adopting the regional non-potable (secondary) wholesale rate increase

Trustee Clark Fawcett made a motion to approve the resolution authorizing the rate increase for non-potable water, the motion was seconded by Trustee Rick Rosenberg, and a roll call vote was taken as follows:

<i>Ed Bowler</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Rick Rosenberg</i>	<i>Yes</i>
<i>Clark Fawcett</i>	<i>Yes</i>
<i>Victor Iverson</i>	<i>Yes</i>

Public hearing to consider rate increase for wastewater services in Pinion Hills

Mr. Sullivan introduced the background for the public hearing for the rate increase for wastewater services in Pinion Hills. Mr. Sullivan explained that the Pinion Hills system is a septic sewer system that serves a portion of the Dammeron Valley. Mr. Sullivan said the system had previously experienced several years where expenses exceeded revenues. In response, the Board approved a significant rate increase in 2024, with the goal of stabilizing the system financially. Since that time, the District has planned to implement smaller annual rate increases to keep pace with costs and avoid the need for large increases in the future.



Mr. Sullivan presented a chart that shows the financial trend for the Pinion Hills system. In 2023, the system operated at a loss. Following the rate increases implemented in 2024, revenues began exceeding expenses, allowing the District to place funds into a repair and replacement reserve in 2024 and 2025.

Mr. Sullivan said that projected expenses for 2026 indicate that without a rate adjustment the system would again operate at a loss of just under \$2,000. District staff is proposing a 5% rate increase. The proposed increase would raise the rate for connected parcels from \$38.50 to \$40.43 per month, and the rate for unconnected parcels from \$22.00 to \$23.10 per month.

Mr. Sullivan noted that if revenues continue to exceed expenses, the excess funds will be placed into the repair and replacement reserve for the system. The recommended reserve level for this system is approximately \$65,000 and about \$19,000 has been contributed to the reserve over the past two years.

Trustee Clark Fawcett asked about the operations and maintenance costs, noting that they were approximately \$64,000 in 2023, decreased to about \$48,000–\$49,000 in 2024, and then increased again to around \$61,000. He asked what accounted for the difference in those numbers.

The District’s Associate General Manager Brie Thompson responded that the differences in operations and maintenance costs are due to several factors. She explained that the 2023 budgeted amount was higher, but since then, modifications to the septic system have helped reduce costs. Specifically, they optimized the pumping schedule, which has made pumping more efficient and lowered overall O&M expenses.

Trustee Victor Iverson asked how many unconnected parcels there are. Mr. Sullivan responded that there are 116 connected parcels and 36 unconnected parcels.

Chairman Ed Bowler opened the hearing for public comment. There were no comments, and the public hearing was closed.

Consider a resolution approving the rate increase for wastewater services in Pinion Hills

Trustee Rick Rosenberg made a motion to approve the resolution authorizing the rate increase for the Pinion Hills wastewater system of \$1.93 per connected parcel and \$1.10 per un-connected parcel per month effective March 2, 2026, the motion was seconded by Victor Iverson, and a roll call vote was taken as follows:

<i>Ed Bowler</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Rick Rosenberg</i>	<i>Yes</i>
<i>Clark Fawcett</i>	<i>Yes</i>
<i>Victor Iverson</i>	<i>Yes</i>

Consider which types of land-use developments that adopt Ultra Water Efficiency Standards are eligible for an impact fee discount

General Manager Renstrom provided some background about the Ultra Water Efficient Standards. Mr. Renstrom said that the Board has already adopted the Ultra Water Efficient Standards for homes within the District’s retail service area. The standards are designed to limit new homes to 0.39 acre-feet of water per connection. He explained that homes meeting this standard would need to use drip irrigation, would not allow grass, and would not allow swimming pools in order to achieve the lower water use level. The benefit of meeting this standard is a reduced impact fee of approximately \$5,000.

Mr. Renstrom said that after the Board adopted the standards, developers requested that the same option be available within city boundaries.

Mr. Renstrom explained that applying the program to new developments is fairly straightforward. For new subdivisions, a conservation easement would be placed on the plat, and conservation restrictions could be applied to the lots from the beginning, and requirements could be incorporated into CC&Rs and HOAs, if applicable. The main challenge involves existing lots or future subdivisions where a homeowner may want to opt in to the reduced impact fee. The proposed solution is for the District to record an easement on the property, with the landowner agreeing to the lower water-use standards. The District would then notify the city that the lot qualifies for the program.

Mr. Renstrom said that qualifying lots would also be billed differently, receiving an 8,000-gallon monthly threshold, after which the excess water use surcharge would apply. In addition, landscaping restrictions and limitations such as no swimming pools would apply.

Mr. Renstrom explained that cities would need to help enforce some of these requirements, including ensuring the surcharge is applied after the 8,000-gallon threshold and verifying that restricted lots do not receive permits for items such as swimming pools.

The Board engaged in a discussion about the Ultra Water Efficient Standards. Trustee Adam Bowler said his concern is that if a lower impact fee is granted, the property could later be sold, and the next owner may not understand the conditions associated with that reduced fee.

Trustee Clark Fawcett said that the billing could be structured so that once a separate rate category is created, any connection placed under that rate would automatically be subject to the surcharge. He noted that excess water use could be easily monitored through regular reports, allowing staff to review accounts each month and identify any consistently high usage.

Mr. Renstrom said that the cities would need to adopt authorizing documents, such as ordinance changes or other formal approvals, if they choose to participate. He emphasized that the District does not intend to dictate how cities implement the program. Instead, each city can decide how it wants to proceed since participation is voluntary. Cities could choose to apply the program only to new subdivisions or plats, or they could also apply it to individual lots if they are willing to take on the additional responsibility of administering and enforcing it. Cities also have the option not to participate at all.

Trustee Adam Bowler asked whether there would be any ability to reassess and charge the full impact fee if the requirements were later violated.

Mr. Renstrom responded that while it would be difficult to retroactively collect the full impact fee if conditions were violated, a surcharge could be applied fairly quickly. However, he acknowledged that the surcharge alone would not fully recover the amount of the reduced impact fee.

The District's General Counsel Jodi Richins responded that the conservation easement and other legal language included in the documents reserve all rights and remedies, so the District would still have the ability to pursue damages if the terms were violated.

Mr. Renstrom commented that, in theory, the District could take action because of the easement, but practical enforcement is challenging. He said that certain additions, like pools, require permits, but other actions such as planting extensive landscaping could lead to significant increases in water usage and bills. While the District could potentially pursue legal action through the easement, he said that the District prefers not to pursue lawsuits.

Chair Bowler asked whether the recorded easement would clearly describe the intent of the lower water use, including specifics such as how much landscaping or grass could be installed, and confirmed that it would outline those limitations.

General Counsel Richins responded that the easement requires compliance with the ultra-water efficiency standards, which are included as an exhibit. These standards specify limits, such as up to 2,000 square feet of irrigation and restrictions on prohibited types of grass and other landscaping.

Trustee Adam Bowler commented that if the program is implemented, it will also require a commitment to enforce it consistently. He said if participants receive a significantly reduced impact fee, the District and cities must be willing to actively police compliance, even if that means taking enforcement actions when necessary.

Mr. Renstrom said that the District will need to coordinate closely with the cities to ensure that lots are properly charged the excess water surcharge when usage exceeds the established threshold. From an administrative standpoint, this is challenging. He

added that staff has had extensive discussions about the various nuances and potential ways the program could be taken advantage of.

Trustee Rick Rosenberg asked how many cities have adopted the Ultra Efficiency Standards.

Ms. Richins responded that to her knowledge Santa Clara and Ivins have adopted the program for implantation within their cities.

Trustee Victor Iverson made a motion to authorize a discounted impact fee of \$11,413 per ERC for the following categories of development: new subdivisions; individual lots with no size limit; and unbuilt lots in plated subdivisions existing as of March 2, 2026, so as long as the development complies with the UWES standards and requirements set forth by the District. The motion was seconded Trustee Clark Fawcett and all voted aye.

Public hearing to consider an update to the Excess Water Use Surcharge threshold for new residential connections subject to the Ultra Water Efficiency Standards

General Counsel Jodi Richins explained that the Excess Water Use Surcharge was previously adopted by the Board and became effective January 1, 2023, with a surcharge rate of \$10.00 per 1,000 gallons in excess of a monthly threshold of 8,000 gallons. The proposed amendment would formally apply the existing surcharge structure to Ultra Water Efficient connections.

The Ultra Water Efficient standards were designed to reflect a connection that does not include traditional outdoor irrigation. When the Board originally established the 8,000-gallon monthly threshold, it incorporated a buffer. That buffer allows for a limited amount of outdoor irrigation consistent with the efficiency standards.

Chairman Ed Bowler opened the hearing for public comment. There were no comments, and the public hearing was closed.

Consider a resolution authorizing an update to the Excess Water Use Surcharge thresholds for new residential connections subject to the Ultra Water Efficiency Standards

Trustee Adam Bowler made a motion to approve the resolution authorizing an update to the Excess Water Use Surcharge threshold for new residential connections subject to the Ultra Water Efficiency Standards, the motion was seconded by Trustee Rick Rosenberg, and a roll call vote was taken as follows:

<i>Ed Bowler</i>	<i>Yes</i>
<i>Adam Bowler</i>	<i>Yes</i>
<i>Rick Rosenberg</i>	<i>Yes</i>
<i>Clark Fawcett</i>	<i>Yes</i>
<i>Victor Iverson</i>	<i>Yes</i>

Discussion on impact fee collections for dormant meters

Mr. Renstrom said there is a section in the Regional Water Supply Agreement regarding how long a meter can remain inactive or dormant before it is considered abandoned. Mr. Renstrom said the agreement states that if a meter stops being used and fees are not paid for 10 years, it is considered abandoned. After that period, if the owner wishes to use the meter again, they must pay a new impact fee.

Mr. Renstrom said that any exceptions to this 10-year rule are brought to the Board for review. One past example involved a meter at the end of Bluff Street that was removed by UDOT, and the Board granted an exception at that time.

Mr. Renstrom explained the current situation involves a meter located in the older portion of downtown St. George. St. George City confirmed that the meter has not been in use for over 10 years. When the property owner applied for a building permit, they were informed that a new impact fee would apply.

The property owner has requested a waiver and is here to present the case to the Board.

Stacy Young, SUHBA's Government Affairs Director, said that under the Impact Fees Act, there is a provision that allows adjustment of impact fees in special circumstances, taking fairness considerations into account. Mr. Young said that this case presents such special circumstances.

Mr. Young said as redevelopment increases in the area, property owners are unaware that a meter must remain in good standing by paying the standby fee even when it is not in use. Mr. Young shared a personal example when he was allowed to bring the meter back into service, but he was required to pay standby fees. There was no clear billing or notification system to indicate who

owed these fees, creating confusion for property owners. Mr. Young said that there appears to be a gap in understanding and communication regarding how to maintain meters in good standing.

Mr. Young introduced Jordan Wall who is the property owner. Mr. Wall said that he owns Wall 2 Wall Construction and is a board member for SUHBA. Mr. Wall shared that he has been involved in downtown and urban development projects, including participation in the Spotlight on Innovation at the Parade of Homes event. His project was House #1, which showcased attainable housing solutions, accessory dwelling units, and efficient use of existing urban resources.

Mr. Wall said that during the project they encountered an issue while excavating near a meter. Initially, he believed they had hit groundwater at four feet, but it was later discovered that the old water meter setter had been leaking for an unknown number of years. He contacted St. George City, which replaced the leaking meter setter. Mr. Wall noted that the original building on the property dated back to the 1930s, and it is likely that thousands of gallons of water were lost annually due to the leak.

Mr. Wall emphasized that his approach reflects the principle of using existing resources and replacing failing infrastructure. He described the impact fee as part of the normal process for developers but noted that prior owners of the property were unaware of the standby fee. He indicated that if he had known about the standby fee, or if the prior owners had been paying it, they would have maintained the meter in good standing.

Mr. Wall also said that the cost difference for water usage could be relatively small compared to the potential savings from reduced impact fees, which could incentivize participation. Mr. Wall shared his experience with a recent Parade of Homes property in downtown St. George, noting that the project received significant public interest with over 13,000 visitors. He explained that the project highlighted innovation and conservation, including upgrades to aging infrastructure such as water meters and underground power.

Mr. Wall also said that the home was designed with water and energy conservation in mind, featuring desert landscaping, no grass, no pool, and spray foam insulation, demonstrating how conservation principles can be incorporated into development while also encouraging redevelopment in areas with existing infrastructure.

Chair Ed Bowler asked St. George City Water Services Director Scott Taylor whether the water meter at the property would detect leaks, noting that if a leak were present, would it typically be reflected in the meter readings. Scott Taylor responded that it depends on whether the leak is on the front side or back side of the meter.

Chair Bowler asked is there a way to prevent the standby fee from automatically applying if a property becomes dormant. Trustee Fawcett responded that it would be possible to prevent the standby fee from automatically applying if a property is dormant but said that this has not been done previously. Trustee Fawcett said if there was a clear policy, the fee could be adjusted accordingly. Trustee Fawcett added that some customers might question why they are still being charged, but the situation could be explained in terms of preserving access or service, as currently that information is not typically provided to customers.

Chair Bowler said that the standby fee issue needs to be addressed. He said that the Regional Water Supply Agreement specifies that a dormant account expires after 10 years and emphasized that the cities likely need to ensure that such accounts are billed appropriately if the water is not being used.

Trustee Fawcett commented that currently, when a property is demolished and rebuilt, the standby fee continues during the construction period, even if water is not being used. He said that for short-term shutdowns of six to eight months, the fee is still applied and raised the question of how billing should be handled if the city were to enforce the dormant account rules. He suggested this is something that needs to be considered in determining how the standby fee is triggered and applied.

Chairman Bowler referenced the City of St. George as an example related to Stacy Young's issue, noting that the situation was apparently tracked.

Scott Taylor explained that when the last occupant of a home requests utility disconnection, the meter is shut off, and there is generally no reason to continue reading the meter until service is reactivated.

Chairman Bowler said that if a property owner wants to preserve their water meter, they should be formally notified that they need to pay the base fee. He said that providing this notice is important to ensure owners understand the requirements for maintaining their service.

Trustee Fawcett commented that the cities may not currently have provisions in their ordinances to address short-term meter shutdowns. He said that some property owners temporarily shut off water often because they maintain another residence and then reactivate it within six months. In such cases, applying a standby fee for the entire period could be seen as preserving their right to maintain the meter, and there are many different circumstances to consider.

Chairman Bowler asked if a property owner who turns off their water meter is still required to pay the base fee during the period the meter is inactive. Trustee Fawcett responded that once a water meter is shut off, the base fee is not billed. He explained that billing only resumes if the property is reconnected.

Chairman Bowler commented that the issue should be addressed during the Regional Water Supply Agreement's technical committee meetings (TAC) to ensure proper guidance and consistency regarding billing and standby fees.

Mr. Renstrom responded that the original Regional Water Supply Agreement does not address this issue. When it was last reviewed, he consulted with Ron, who indicated that the 10-year dormant period was established because people had been digging up meters that had been abandoned for 30+ years. The 10-year period was chosen as a reasonable timeframe.

Mr. Renstrom also said that to his knowledge, no city currently sends a notice to property owners informing them that a disconnected meter will be considered abandoned after 10 years.

Trustee Fawcett commented that Hurricane City has attempted to charge for dormant meters when records could be found, even dating back decades. He said that in many cases, records are unavailable, making it difficult to enforce charges for meters from far back in time. He also explained that meter transfers created confusion, as it was sometimes unclear whether a meter had been properly reassigned.

Trustee Bowler commented that some properties never paid an impact fee, yet the District still maintains the water service to keep it ready for use.

Trustee Fawcett commented that properties which did not pay an impact fee historically because cities handled fees differently at that time do not create additional impact on the system. He said that the existing infrastructure and systems have already accounted for these properties, so there is no further operational impact beyond what has already been managed.

Chairman Bowler commented that, under the Regional Water Supply Agreement, quarterly meetings provide an appropriate way to address this issue. He said the need for a clear notification process when a property is approaching the 10-year dormant period specified in the agreement.

Mr. Renstrom commented that one of the challenges is that the cities would need to review decades of paper archives to identify historic meter activity. Mr. Renstrom asked Scott Taylor approximately how many meters are there that are over 10 years. Mr. Taylor responded that there have been around 3 or 4 over the last 10 years.

Trustee Fawcett said that looking back ten years would be reasonable and that he would not advocate going back thirty years. He suggested selecting a specific year as a baseline. Mr. Fawcett emphasized that the most important issue is establishing a clear system that people can understand. When someone shuts off their water service, they should be informed of what the situation will be if they want to keep the connection. There should be a fee that has been agreed upon whether it is the existing base fee or another amount that they can continue to pay in order to retain the connection.

Mr. Renstrom responded that he is not currently aware of any connections that have remained inactive for extended periods of time while continuing to pay the base rate.

Stacy Young suggested an alternative approach for handling this is rather than researching old records, the cities and District could calculate and charge the fee at the time a property reconnects, bringing it current without needing to review archives or notify past owners. He also said that in the specific case under discussion, water was not being conserved due to a massive leak that has since been corrected.

Mr. Young emphasized that in the context of redevelopment and old infrastructure, reconnecting and upgrading these lots results in a net water savings, particularly on properties with no grass or water-intensive landscaping, aligning with broader water conservation goals.

Trustee Victor Iverson stated that the Board needed to discuss the request before them regarding the potential waiver and determine how they would like to proceed.

Mr. Renstrom explained that when a request involves a period exceeding ten years, he typically brings the matter to the Board for direction. He said that the last time a similar situation occurred, the Board adopted what is referred to as a "finding of fact," which is an explanation of explaining why the situation was unique and justified waiving the fee. He said that the Regional Water Supply Agreement establishes a ten-year limitation, so the Board would need to determine why a particular request is unique enough to warrant an exception. Mr. Renstrom said if the Board would like to provide additional direction such as reviewing or updating the policy in coordination with the cities any feedback from the Board would be helpful.

Chair Bowler said that the Board needs to determine the proper process moving forward and ensure that any action taken remains in compliance with the Regional Water Supply Agreement. He said that it may also require coordination with the cities. He said that it is a difficult issue and that determining the correct approach may be challenging.

Trustee Adam Bowler said that the Board already has an established process. The only challenge arises when someone requests an exception to the policy. He said that currently, the impact fee is charged after ten years.

Mr. Renstrom explained the process for assessing the fee. He said that the request is first sent to Melanie, who contacts the city in this case, St. George City. The city then lets the District know if the meter has been inactive for ten years. If the meter has been inactive for a shorter period, such as six years, District staff calculates the appropriate fee, which is significantly less than the full impact fee. That calculated amount is then charged to the customer.

Mr. Renstrom stated that if the Board chooses to grant a waiver, it should be accompanied by a clear explanation of why the situation is unique, similar to the last exception the Board approved. In that previous case, the Board noted that UDOT had condemned the land and taken actions that created extenuating circumstances justifying the waiver. He added that if the Board wishes to consider broader changes to the policy, which could be explored as well, but it would require coordination with the cities due to the Regional Water Supply Agreement.

Trustee Iverson said that he has several concerns, many of which Trustee Fawcett already mentioned. Trustee Iverson feels there has not been sufficient communication with owners of inactive meters. While he agreed with Mr. Taylor's point that the Board cannot rely on this water, he said that some older lots may be effectively "grandfathered in" if redevelopment occurs. Trustee Iverson said that St. George is beginning to see significant redevelopment, particularly downtown, which he considers one of the best locations in the county for such projects. Mr. Iverson said that there may be roughly 100 inactive meters, or perhaps just a few dozen, suggesting that situations like this are likely to be fairly rare.

Trustee Rosenberg asked Scott Taylor whether St. George City had collected the water impact fee for the house. Mr. Taylor confirmed that they had. Mr. Rosenberg then asked if the lot is treated as undeveloped.

Mr. Taylor replied that St. George City follows the same approach as the District: if a meter has been inactive for less than ten years, the customer can pay the applicable surcharge to reactivate the meter, thereby making it an active connection.

Trustee Rosenberg asked whether there was an existing working sewer connection on the lot and if all standard St. George City impact fees were paid including power, parks, and water treating it like a new connection. Mr. Wall confirmed all fees were paid to St. George City.

Trustee Rosenberg said that, in this case, the property was treated as a new connection. Mr. Rosenberg emphasized that this lot was treated as undeveloped from the beginning, so there is little that can be done at this stage to reduce the fees. He agreed with the points made about notifying customers with active meters: when a meter is shut off, owners should be informed that if the connection remains inactive for ten years, they could lose the vested right to retain the meter without paying an impact fee. Mr. Rosenberg suggested that this issue should be reviewed for all types of connections, not just water because inactive connections affect other capital facilities. He said that this is a topic that should be discussed further with the AAC.

Mr. Wall commented that both he and Stacy Young are passionate about downtown development. He said the importance of utilizing existing infrastructure and resources, which are often outdated, and creating incentives for redevelopment. He said that there are currently few incentives for property owners to pursue such projects. As an example, St. George City requires curbing costing \$17,000, which is an additional expense on top of what would be required for a new connection.

Mr. Wall added that if the goal is to incentivize developers and builders to update properties and make them more efficient, there currently is little motivation to do so. Speaking from his experience in the private sector, he noted that redevelopment is a significant financial burden, and without clear incentives, there is no practical reason for property owners to update older infrastructure.

Chairman Bowler asked whether this issue will need to be addressed at the AAC meetings under the Regional Water Supply Agreement and sought guidance on how the Board should proceed.

Mr. Renstrom commented that the Board has flexibility to take action tonight as it sees fit. However, he said that if the Board wants to have a broader discussion on policies for developing these lots, it would need to be addressed through the AAC. He added that amending the Regional Water Supply Agreement may also be necessary, as it currently specifies a ten-year limitation, and some clarifying language could be required. Mr. Renstrom's only request was that if the Board takes action tonight, it should provide reasoning to document the justification for the decision.

Trustee Fawcett stated that he believes the issue should be taken to the committee and coordinated with the cities so that there is a consistent process for notifying property owners. He emphasized that each city may have its own fee structure or procedures, and it is important for everyone to be aware of how it works. He added that this approach will take more time but is the proper way to address the issue.

Trustee Rosenberg commented that determining the findings for a waiver can be challenging, but he believes the applicant has merit based on the work done on the property. He said that the home is an excellent demonstration of what can be achieved and perhaps what should occur in similar redevelopment projects. Trustee Rosenberg added that if he were representing the City of St. George, he might explore other avenues to incentivize this type of development to encourage upgrades in the downtown area, which he views as primarily a city responsibility rather than a water district issue. Trustee Rosenberg also said that, given the circumstances and that this was a new connection, he has difficulty finding to support the waiver.

Trustee Fawcett said that, in considering the waiver, the applicant had addressed a leaking meter, which resulted in significant water savings. Trustee Iverson asked whether a motion directing staff to take the issue to the committee for further review and clarification would be sufficient.

Mr. Renstrom responded that the Board has flexibility in how it wants to proceed. He said that while this issue has not come up frequently, the Board could direct staff to take it to the committee for review. He also said that the committee meets every three months.

Victor Iverson explained that, in his view, the waiver is justified in part because there is a lack of clarity regarding policies for inactive meters, including the ten-year standard, which can leave developers uncertain.

Trustee Victor Iverson made a motion to approve the request to refund the \$13,500 impact fee paid on July 31, 2025, for the parcel listed and direct staff to take it to the AAC to work on more clarity regards to the policy, the motion was seconded by Adam Bowler.

Trustee Rosenberg emphasized the importance of ensuring that granting this waiver does not create a precedent before the AAC has an opportunity to review similar requests. He said that there are very few cases like this, and that the findings should be carefully documented so as not to unintentionally open the door for others to make the same request.

Trustee Iverson said that he would be more hesitant to grant a waiver if similar cases were likely to become common. He believes that the case before the Board is unique and expects that such situations will be rare.

Trustee Victor Iverson made a motion to approve the request of the refund \$13,500 impact fee paid on July 31, 2025, for the parcel listed and direct staff to take it to the AAC to work on more clarity regards to the policy, the motion was seconded by Adam Bowler. Trustees Ed Bowler, Clark Fawcett, Victor Iverson, and Rick Rosenberg voted aye. Adam Bowler voted nay.

Consider approval of engineering design contracts with Horrocks, JUB, Sunrise, Alpha, Civil Science, RB&G, and Hansen Allen Luce for the Regional Reuse Purification System - Conveyance Components Project

Reuse Project Manager Trinity Stout presented a series of agreements for engineering services related to work that needs to be completed for the Regional Reuse Purification System, specifically the conveyance components within the Central System.

Mr. Stout provided a brief history of the work completed to date. The District previously conducted an alignment study to determine how to move water from the Southwest Water Reclamation Facility in St. George to Hurricane, connecting to the new four-bay facility at Ash Creek and ultimately delivering water through exchange points in the Hurricane area. From this study, a preferred pipeline alignment was identified and submitted to the Bureau of Reclamation as part of the NEPA process. The public scoping period for NEPA has been completed, and the project is moving toward the public comment period.

The preferred alignment was divided into seven pipeline segments. This approach allows the District to distribute the engineering work among multiple firms and helps ensure the project can be delivered in a timely and manageable manner, rather than relying on a single firm and contractor to complete the entire project.

Mr. Stout also reviewed the procurement process. Last year the District held a pre-solicitation conference with interested engineering firms, finalized the Preliminary Design Report, and began preliminary work including geotechnical investigations, surveying, right-of-way acquisition support, and permitting coordination. The District also brought on consulting project managers to assist with the Reuse Program.

Mr. Stout explained that a Request for Statements of Qualifications was issued in the fall, and the District received eighteen submissions. A review committee consisting of District staff, the Owner's Advisor (Stantec), St. George City, and Ash Creek

Special Service District evaluated the submissions. Firms were scored on qualifications, relevant experience, project management approach, and references.

Once firms were selected, the District conducted multiple rounds of scope and fee negotiations to ensure consistency among contracts and alignment with the work already completed. All contracts are structured as hourly, not-to-exceed agreements and include engineering services during construction such as reviewing submittals, responding to RFIs, and assisting with change orders.

Mr. Stout expressed appreciation to the District's consulting project managers Brad Robbins, Brett John, and Bob Lamoreaux who assisted with negotiations and program management. Through their efforts, the District reduced the total engineering fees by \$7.2 million without sacrificing scope or schedule.

Mr. Stout reviewed the engineering firms selected for each project segment:

- Segment 1 – Horrocks Engineering
Crossing the Virgin River, under I-15.
Contract amount: \$1.4 million.
Project Manager: Bob Lamoreaux.
- Segment 2 – J-U-B Engineers
Following SR-7 toward River Road and the White Dome subdivision.
Contract amount: approximately \$1.2 million.
Project Manager: Bob Lamoreaux.
- Segment 3 – Sunrise Engineering
Through Desert Canyon into Washington along Warner Valley Road.
Contract amount: approximately \$1.2 million.
Project Manager: Bob Lamoreaux.
- Segment 4 – Alpha Engineering
Leaving Washington along SR-7 toward Warner Valley and future connections.
Contract amount: approximately \$830,000.
Project Manager: Brad Robbins.
- Segment 5 – Civil Science
From the Warner Valley Reservoir connection to Hurricane near Ash Creek lagoons, where the future reuse four-bay will be constructed.
Contract amount: just over \$1 million.
Project Manager: Brad Robbins.
- Segment 6 – Hansen, Allen & Luce
From Ash Creek facilities through Hurricane to the booster pump station near the Quail Hydro Power Plant.
Contract amount: approximately \$1.3 million.
Project Manager: Brett John.
- Segment 7 – Sunrise Engineering
From the booster pump station near the Quail Hydro facility along 600 North, delivering water to exchange points and the Hurricane Canal Company pressurized system, ending near the Hurricane Hydro Power Plant.
Contract amount: just under \$1 million.
Project Manager: Brett John.

RB&G Engineering was selected to design the Reuse Four-Bay Facility at Ash Creek. The project involves retrofitting Ponds 1 and 2 to create a storage and hydraulic break point in the system. This scope includes geotechnical work, materials testing, and construction observation in addition to engineering services during construction.

- Contract amount: approximately \$2.1 million
- Project Manager: Brad Robbins

Alpha Engineering was selected to design the three reuse pump stations. The first pump station will be located near the Desert Canyon/White Dome area in St. George, which will collect water from the St. George Water Reclamation Facility and boost it to the Reuse Four-Bay at Ash Creek. The second pump station located at the Reuse Four-Bay facility. The third pumpstation will be

an intermediate booster pump station near 600 North in Hurricane, which will move the water the remainder of the way through the system.

Mr. Stout explained that this contract is to design one pump station configuration that can be replicated three times, creating efficiencies in design, construction, and operations.

- Contract amount: just under \$1.3 million
- Project Manager: Brett John

Mr. Stout concluded that these agreements will allow the District to move forward with the design and construction support for the conveyance system of the Regional Reuse Purification Project.

Mr. Stout praised the team's work on the current scope, noting that it would have been easy to hire a large international firm to complete the project. Instead, the team broke the work into segments, allowing the project to be awarded to mostly local firms, which is a significant positive outcome for the community.

Trustee Fawcett asked what the time frame is on the contracts. Mr. Stout responded that each engineering firm submitted a proposed schedule for their respective segment of the project. The team is coordinating and staggering these schedules to align with the 30-, 60-, and 90-day submittal periods. The longest design timeframe for any segment is expected to be under 18 months.

Trustee Rick Rosenberg made a motion to approve the Agreements for Engineering services as presented, the motion was seconded by Trustee Adam Bowler and all voted aye.

Consider approval of professional design contract with Methods Studio for the AWP Demonstration Facility and Garden Project

Trinity Stout explained this is a professional design contract with Method Studio for work on the Advanced Water Purification (AWP) Demonstration Facility and Conservation Garden Project.

Mr. Stout explained that the Confluence Park Water Reclamation Facility is nearing completion, including a reuse pump station. A planned pipeline will convey water from this pump station to a pressure-regulating pond in La Verkin. The AWP Demonstration Facility and Conservation Garden are planned to educate the public about advanced water treatment and water-efficient landscapes.

Mr. Stout said that the facility will house demonstration equipment representing a cross-section of the water treatment process, allowing the public to see how reuse water is treated to potable standards. A trailer will also be used to demonstrate the process at external events, fairs, and tours. The Conservation Garden will showcase water-efficient landscapes, including trails and functional backyard designs. The project is intended to eventually allow public taste-testing of treated water.

Mr. Stout said that the project will be delivered using a Construction Manager/General Contractor (CMGC) collaborative approach, focusing on budget control, schedule adherence, and transparency from design through construction. The current procurement is for the Architect-led design team, with the CMGC procurement planned in a few months.

Mr. Stout also said that the District issued a Request for Statement of Qualifications (SOQ) and five firms submitted proposals. A review committee composed of District staff, program partners Ash Creek Special Service District and St. George City, and the District's owner-advisor Stantec evaluated the firms based on qualifications, experience, management plan, and references. Method Studio was selected for their exceptional scope, fee, and proposed team of consultants, which includes civil/site work specialists, water reuse experts, a landscape architect, and structural/electrical engineers. The contract amount with Method Studio is just over \$380,000. Hourly rates are included in the contract in case additional work is requested.

Trustee Victor Iverson made a motion to approve the Agreement for Professional Design services with Method Studio for \$382,858, the motion was seconded by Trustee Rick Rosenberg and all voted aye.

Manager's Report

Zach Renstrom played a video related to the landscaping transformation program. The selected participants are Jamie and Kay Morris from Santa Clara. Mr. Renstrom said that there was strong interest in the program, with nearly 200 applicants, which was significantly higher than similar programs in other parts of the state that typically receive only a handful of applications.

The Morris family plans to remove a significant portion of their lawn and replace it with water-efficient landscaping. The project will be filmed and shared publicly to demonstrate how homeowners can transition to more sustainable yards.

The project is estimated to save over 100,000 gallons of water per year through the reduction of turf and improved landscaping practices. As part of receiving the funding, the homeowners have agreed to allow filming, site visits, and educational outreach, enabling the project to serve as a long-term demonstration of water conservation for the community.

Mr. Renstrom also reported on the recent snowpack conditions in the area. He said that the region has received some recent precipitation, which has improved conditions slightly. The Kolob SNOTEL site, which the District closely monitors, is still slightly below average but trending closer to normal levels. Recent snowfall was also reported in the Enterprise and Pine Valley areas, although much of it melted relatively quickly. As a result of the recent precipitation and snowmelt, Gunlock Falls are currently flowing. Mr. Renstrom mentioned that this is a good opportunity for people to visit the falls, as they tend to attract large crowds once word spreads.

Mr. Renstrom also reported that the Utah Legislature is still in session and noted that more than 1,000 bills have been introduced this year. Mr. Renstrom reported that HB 187 successfully passed both the House and Senate. The bill provides additional opportunities for managing water rights in the region, particularly regarding how the District can address instream flow benefits. Mr. Renstrom said he anticipates the Governor will sign the bill.

Mr. Renstrom noted that there are numerous water-related bills still being considered and some of the bills have little or no impact on the District, others could have significant implications. He added that cities are currently facing considerable pressure from several of the proposed bills.

Consider approval of February 2, 2026 board meeting minutes

Victor Iverson made a motion to approve the February 2, 2026 board meeting minutes, the motion was seconded by Adam Bowler and all voted yes.

The meeting was adjourned upon motion.

Mindy Mees

Secretary



Need for Potable and Non-Potable Water Wholesale Rate Increases

Situation

Additional funding is needed by the Washington County Water Conservancy District (district) to cover the costs of operation, maintenance, repair, and replacement of infrastructure required to deliver water to its potable and non-potable water wholesale customers.

Background

The district delivers wholesale, potable water (potable water) and secondary, untreated water (non-potable water) to municipal customers under the Revised Regional Water Supply Agreement and to other contract customers. The district currently charges \$1.92 per thousand gallons for potable water and \$1.38 per thousand gallons for non-potable water. Both rates have been increased \$0.10 - \$0.15 per thousand gallons annually since 2018.

Last year the district delivered nearly 7.7 billion gallons of potable water and 1.05 billion gallons of non-potable water. The district budgeted \$24.8 million in 2026 for the operation, maintenance, repair, and replacement of facilities needed to deliver potable and non-potable water. Increased operational costs due to inflation and increased costs for anticipated repair and replacement projects were factored into the budget.

Various operations and maintenance expenses are necessary for the delivery of potable and non-potable water. Facilities require power, fuel, treatment chemicals, and other consumables as well as a high level of management from the operations and information systems departments (e.g., staff, equipment, etc.).

In addition to operation and maintenance, the repair and replacement of facilities in the near and long term is essential. In the "2026 Washington County Water Conservancy District Regional Master Plan," Bowen Collins estimated the replacement value of district facilities as approximately \$1.03 billion and recommended \$12.4 million be reserved annually for repair and replacement. The master plan noted most of the district's facilities are relatively new, and it may be appropriate to achieve this annual amount incrementally over time.

Analysis

Budgeted expenses were separated by the facilities served and water delivery type, and delivery type cumulative expenses were divided by projected water deliveries to evaluate if proposed rates are adequate to fund operations, maintenance, repair, and replacement of

facilities.¹ Table 1 below outlines expenses budgeted for operation and maintenance, and Table 2 outlines expenses budgeted for repair and replacement, of the respective facilities needed to deliver wholesale and secondary water by delivery type. Table 3 approximates the components of the rate by expense type.

Table 1. Estimated breakdown of 2026 budgeted operations & maintenance expenses by water delivery type.

Expense	Potable & Non-Potable	Additional Potable	Additional Non-Potable
Operations department	\$ 682,410	\$ 3,842,330	\$ -
Information systems department	71,900	404,800	11,920
Potable & non-potable facilities	1,386,850	-	-
Additional potable facilities	-	5,361,850	-
Additional non-potable facilities	-	-	76,500
TOTAL	\$ 2,141,160	\$ 9,608,980	\$ 88,420
Water deliveries (1,000 gallons) ²	8,850,000	8,000,000	850,000
Rate component (\$/1,000 gallons)	\$ 0.24	\$ 1.20	\$ 0.10

Table 2. Estimated breakdown of 2026 budgeted repair & replacement expenses and by water delivery type.

Expense	Potable & Non-Potable	Additional Potable	Additional Non-Potable
Operations department	\$ 35,920	\$ 202,230	\$ -
Information systems department	3,780	21,310	630
Potable & non-potable facilities	1,545,000	-	-
Additional potable facilities	-	11,146,000	-
Additional non-potable facilities	-	-	-
TOTAL	\$ 1,584,700	\$ 11,369,540	\$ 630
Water deliveries (1,000 gallons)	8,850,000	8,000,000	850,000
Rate component (\$/1,000 gallons)	\$ 0.18	\$ 1.42	\$ 0.18

¹ Department expenses were allocated based on percentage estimates of facility resources requirements.

² Projected water deliveries.

Table 3. Estimated 2026 wholesale and secondary water rate components (per 1,000 gallons).³

Expense	Potable	Non-Potable
Operations & maintenance	\$ 1.44	\$ 0.35
Addition to/(use of) O&M reserves	(0.48)	0.66
Repair & replacement	1.60	0.18
Addition to/(use of) R&R reserves	(0.53)	0.30
TOTAL	\$ 2.03	\$ 1.49

An estimated \$12.7 million is anticipated to be spent on repair and replacement of facilities in 2026. Due to the large repair and replacement expenditures budgeted for 2026, the proposed rates will not provide any additional funds to be available for future repair and replacement of facilities, as recommended in the master plan.

Recommendation

It is recommended that the board adopts resolutions to increase the potable wholesale rate, from \$1.92 to \$2.03 per thousand gallons, and the non-potable wholesale rate, from \$1.38 to \$1.49 per thousand gallons, effective July 1, 2026.

Pending comprehensive financial analysis, similar increases per thousand gallons are likely to be recommended in future years to adequately fund repair and replacement of the district’s aging infrastructure.

³ Rate components will vary by year and are dependent on costs and water deliveries.

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING A
RATE INCREASE FOR WHOLESALE POTABLE WATER**

WHEREAS, Washington County Water Conservancy District provides wholesale potable water to Municipal Customers under the Revised Regional Water Supply Agreement; and

WHEREAS, a \$0.11 increase in the rate per thousand gallons of wholesale potable water, from \$1.92 to \$2.03 per thousand gallons, sold to Municipal Customers has been proposed; and

WHEREAS, notice of the proposed rate increase has been given to the Municipal Customers; and

WHEREAS, interested persons have been given an opportunity to speak for or against the proposed rate increase; and

WHEREAS, the need for the increase of the proposed fee has been demonstrated;

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes, to be effective July 1, 2026, a \$0.11 increase in the rate per thousand gallons of wholesale potable water, from \$1.92 to \$2.03 per thousand gallons, sold to Municipal Customers under the Revised Regional Water Supply Agreement.

DATED this 2nd day of March, 2026.



ED BOWLER, Chairman

Attest:



MINDY MEES, Secretary

VOTING:

Ed Bowler	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Adam Bowler	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Clark Fawcett	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Victor Iverson	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Michele Randall	Yea <input type="checkbox"/>	No <input type="checkbox"/>
Rick Rosenberg	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Kress Staheli	Yea <input type="checkbox"/>	No <input type="checkbox"/>

**A RESOLUTION OF THE WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT BOARD OF TRUSTEES AUTHORIZING A
RATE INCREASE FOR NON-POTABLE WATER**

WHEREAS, Washington County Water Conservancy District provides non-potable water to contract customers; and

WHEREAS, an \$0.11 increase in the rate per thousand gallons of non-potable water, from \$1.38 to \$1.49 per thousand gallons, sold to Municipal Customers under the Regional Water Supply Agreement and other contract customers has been proposed; and

WHEREAS, notice of the proposed rate increase has been given to the Municipal Customers and other contract customers; and

WHEREAS, interested persons have been given an opportunity to speak for or against the proposed rate increase; and

WHEREAS, the need for the increase of the proposed fee has been demonstrated;


NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes, to be effective July 1, 2026, a \$0.11 increase in the rate per thousand gallons of non-potable water, from \$1.38 to \$1.49 per thousand gallons, sold to Municipal Customers and other contract customers.

DATED this 2nd day of March, 2026.



ED BOWLER, Chairman

Attest:



MINDY MEES, Secretary

VOTING:

Ed Bowler	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Adam Bowler	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Clark Fawcett	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Victor Iverson	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Michele Randall	Yea <input type="checkbox"/>	No <input type="checkbox"/>
Rick Rosenberg	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Kress Staheli	Yea <input type="checkbox"/>	No <input type="checkbox"/>



Memo

To Board of Trustees, Washington County Water Conservancy District

From Jacob Sullivan, Treasurer/Budget and Finance Manager

Date March 2, 2026

SUBJECT Need for Pinion Hills Wastewater System Rate Increase

Situation

Additional funding is needed by the Washington County Water Conservancy District (district) for the operation, maintenance, repair, and replacement of infrastructure required to provide wastewater services to customers of its Pinion Hills Wastewater System in Dammeron Valley.

Background

The district provides wastewater collection and treatment services to customers in Pinion Hills subdivisions in Dammeron Valley. There are currently 116 connected parcels and 36 unconnected parcels. The district currently charges \$38.50 per month for connected parcels and \$22 per month for unconnected parcels. Last year, rates were increased from \$35 to \$38.5 and \$20 to \$22, respectively for connected and unconnected parcels.

Assessment

Table 1 summarizes 2023, 2024 and 2025 system expenses. Department expenses are allocated based on estimated resources requirements of wastewater system facilities. In 2024, the district had approximately \$52,000 in expenses in the Pinion Hills Wastewater System and collected approximately \$59,000 in revenues. For 2025, final system expenses are expected to be approximately \$51,000 and final revenues are expected to be approximately \$62,000.

Table 1. Pinion Hills Wastewater System expenses by year.

Expense	2023	2024	2025 (Unaudited)
Operations department	\$36,646	\$27,608	\$32,431
Information systems department	\$669	\$1,030	\$1,042
Operations & maintenance	\$26,999	\$19,257	\$14,600
Utilities	\$1,803	\$2,071	\$1,876
Subscriptions & memberships	\$470	-	\$550
Print & production	-	\$489	\$391
Water quality tests	\$1,559	\$1,086	\$408
TOTAL	\$68,146	\$51,541	\$51,298

Table 2. Pinion Hills Wastewater System revenues by year.

Revenues	2023	2024	2025 (Unaudited)
TOTAL	\$44,534	\$59,442	\$62,417

Increasing the monthly rate from \$38.50 to \$40.43 for connected parcels (116 parcels) and from \$22 to \$23.10 for unconnected parcels (36 parcels) is anticipated to increase annual revenues to approximately \$66,000 per year. Budgeted expenses for 2026 total approximately \$64,000, so the increase in revenue is anticipated to cover those expenses and contribute a small amount to the repair and replacement reserve fund. Additional increases will be needed in the future to fund operation and maintenance expenses and adequately fund future repair and replacement projects.

Recommendation

It is recommended that the board adopts a resolution to increase the monthly wastewater fees from \$38.50 to \$40.43 for connected parcels and from \$22 to \$23.10 for unconnected parcels, effective March 2, 2026.

Pending subsequent financial analyses, regular increases are likely to be recommended in future years to cover inflation and adequately fund operations, maintenance, repair and replacement of infrastructure in the Pinion Hills Wastewater System.

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
A RESOLUTION AUTHORIZING A RATE INCREASE FOR WASTEWATER**

WHEREAS, Washington County Water Conservancy District provides wastewater services to customers in Pinion Hills subdivisions in Dammeron Valley; and

WHEREAS, a \$1.93 increase in the monthly rate per connected parcel in Pinion Hills Subdivision, from \$38.50 to \$40.43 per connected parcel, provided to Pinion Hills Subdivision Customers has been proposed; and

WHEREAS, a \$1.10 increase in the monthly rate per unconnected parcel in Pinion Hills Subdivision, from \$22 to \$23.10 per unconnected parcel, provided to Pinion Hills Subdivision Customers has been proposed; and

WHEREAS, notice of the proposed rate increase has been given to the Pinion Hills Subdivision Customers; and

WHEREAS, interested persons have been given an opportunity to speak for or against the proposed rate increase; and

WHEREAS, the need for the increase of the proposed fee has been demonstrated;

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes a \$1.93 increase in the monthly rate per connected parcel for wastewater services, from \$38.50 to \$40.43 per connected parcel, and a \$1.10 increase in the monthly rate per standby parcel for wastewater services, from \$22 to \$23.10 per standby parcel, provided to Pinion Hills Subdivision Customers under the Developer Agreements and County Agreements, effective March 2, 2026.


DATED this 2nd day of March, 2026.

WASHINGTON COUNTY
WATER CONSERVANCY DISTRICT:



Ed Bowler, Chairman of the Board

ATTEST:



Mindy Mees, Secretary

VOTING:

Ed Bowler	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Adam Bowler	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Clark Fawcett	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Victor Iverson	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Michele Randall	Yea <input type="checkbox"/>	No <input type="checkbox"/>
Rick Rosenberg	Yea <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Kress Staheli	Yea <input type="checkbox"/>	No <input type="checkbox"/>

Situation:

The District’s new impact fee of \$17,266 per Equivalent Residential Connection (ERC) took effect on March 1, 2026. In 2025, the Board approved an impact fee discount in exchange for compliance with Ultra Water Efficient Standards (UWES). The UWES impact fee will be \$11,413 per ERC. The District has received many questions about what developments are eligible for the UWES discount.

Background:

In February 2026, the Board of Trustees discussed extending the UWES discount to: 1) new subdivisions, 2) individual lots less than 6,000 square feet, and 3) unbuilt lots in platted subdivisions. The Board is scheduled to decide about eligibility at its March 2026 meeting.

Analysis:

The excess water use surcharge will apply to all categories that exceed 8,000 gallons of water per month per ERC. Each category raises different issues:

<p>New subdivisions</p>	<p>Requirements: A plat note, conservation easements, and CC&Rs and/or HOA Agreement. No swimming pools.</p> <p>Considerations: Requiring special documents at the planning stage requires more upfront work than obtaining conservation easements at the building permit stage but is broadly enforceable.</p>
<p>New individual lots less than 6,000 square feet</p>	<p>Requirements: Conservation easements. No swimming pools.</p> <p>Considerations: Homebuilders assert that all new lots regardless of size should qualify for the discount because the UWES restrict outdoor irrigation regardless of lot size. Homebuilders also argue that subdivisions designed for 6,000 square foot lots will have some portion of lots that exceed the limit due to design constraints of cul-de-sacs and corners.</p> <p>On the one hand, District staff view the 6,000 square feet limit as an incentive to encourage adoption of UWES at the subdivision level. Because the enforcement of individual conservation easements has proven administratively complex and somewhat controversial, incentivizing builders to seek the discount at the subdivision level will provide additional enforcement safeguards.</p> <p>On the other hand, staff also recognize the benefit of encouraging broad adoption of UWES by allowing all a discount for all lots regardless of size that agree to comply with the UWES.</p>

	<p>On balance, staff believes that encouraging wide-spread adoption of the UWES outweighs the benefit of excluding eligibility for large lots that were not covered by a plat note.</p>
<p>Unbuilt lots in platted subdivisions existing as of March 2, 2026</p>	<p>Requirements: Conservation easement. No swimming pool.</p> <p>Considerations: Board members commented that enforcement may be complicated when landowners see swimming pools and large lawns in their neighbors' yards. Some unbuilt lots may already have building permits.</p> <p>Staff recognizes that individual expectations regarding unbuilt lots in existing subdivisions can complicate enforcement. However, on balance, staff believes the UWES goal of extending the district's water supply inventory by limiting use at individual lots justifies authorizing discounts for unbuilt lots in existing subdivisions.</p>

Recommendation:

Extending the UWES discount to all three categories will cover most – if not all - future and unbuilt residential building lots, so long as the developer meets the UWES requirements. As structured, the proposed requirements incentivize compliance and facilitate UWES enforcement.

Therefore, staff recommends that Board approve the following motion:

“I move that the Board authorize a discounted impact fee of \$11,413 per ERC for the following categories of development:

new subdivisions;

individual lots (with no size limit); and

unbuilt lots in platted subdivisions existing as of March 2, 2026,

So long as the development complies with the UWES standards and requirements set forth by the District.”

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
RESOLUTION No. 2026-03-02-__**

**RESOLUTION AUTHORIZING AN UPDATE TO THE EXCESS WATER USE
SURCHARGE THRESHOLDS FOR NEW RESIDENTIAL CONNECTIONS
SUBJECT TO THE ULTRA WATER EFFICIENCY STANDARDS**

WHEREAS, the Washington County Water Conservancy District has established an Excess Water Use Surcharge component of the Water Development Surcharge as set forth in “A Resolution of the Washington County Water Conservancy District Board of Trustees Authorizing an Increase in the Water Development Surcharge for Excess Water Use” (12-1-2021, incorporated by reference) and “A Resolution of the Washington County Water Conservancy District Board of Trustees Authorizing an Increase in the Excess Water Use Surcharge for New Connections Made on or after January 1, 2023” 12-7-2022, “2022 Resolution,” incorporated by reference);

WHEREAS, the District has adopted Ultra Water Efficiency Standards (*see* “A Resolution Adopting Ultra Water Efficiency Standards and Providing Related Direction to Staff,” 5-5-2025, incorporated by reference);

WHEREAS, the Ultra Water Efficiency Standards (UWES) are intended to reduce the water use of a new residential connection that is subject to the standards so that it is commensurate with the indoor-door only use of a typical residential connection, thereby resulting in measurable water savings;

WHEREAS, for new residential connections, compliance with the UWES is intended to reduce the impact fee established pursuant to the Regional Water Impact Fee Facilities Plan and Analysis adopted by the Board of Trustees on December 1, 2025 (effective March 1, 2026);

WHEREAS, the Ultra Water Efficiency Standards (UWES) apply to new residential connections in the District’s retail service areas;

WHEREAS, developers of new residential connections located within municipalities participating in the Regional Water Supply Agreement may also voluntarily comply with the UWES in order to qualify for a reduced impact fee, so long as the participating municipality agrees to collect Excess Water Use Surcharges for any UWES connection that exceeds 8,000 gallons in a month;

WHEREAS, to carry out the purposes of the Water Development Surcharge, and to help ensure compliance with the UWES for new residential connections that are subject to it, the Board finds that it is necessary to update the Excess Water Use Surcharge thresholds for new residential connections to the District’s regional system, as established in the 2022 Resolution, to incorporate new ultra-water efficient residential connections;

WHEREAS, the Board of Trustees has held a public hearing giving interested persons an opportunity to speak for or against the updates;

WHEREAS, the need for the updates to the Excess Water Use Surcharge thresholds for new residential connections has been demonstrated;

NOW, THEREFORE, the Board of Trustees of the Washington County Water Conservancy District hereby authorizes the update to the Excess Water Use Surcharge thresholds for new connections to the district's regional system, as established in the 2022 Resolution, to incorporate new ultra-water efficient connections and administratively adjusted connections as follows:

Underlined text is hereby added:

Residential Thresholds for New Connections				
Season	Winter (December, January, February)	Spring (March, April,)	Summer (May, June, July, August, September)	Fall (October, November)
Potable Only Residential Connection	8,000 gallons per month	15,000 gallons per month	20,000 gallons per month	15,000 gallons per month
Potable and Non-Potable Residential Connection	8,000 gallons per month	8,000 gallons per month	8,000 gallons per month	8,000 gallons per month
<u>Ultra Water Efficient</u> Connection	<u>8,000 gallons per month</u>	<u>8,000 gallons per month</u>	<u>8,000 gallons per month</u>	<u>8,000 gallons per month</u>

DATED this 2nd day of March, 2026.



ED BOWLER, Chairman

Attest:



MINDY MEES, Secretary

VOTING:

Adam Bowler	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Ed Bowler	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Clark Fawcett	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Victor Iverson	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Michele Randall	Yea <input type="checkbox"/> No <input type="checkbox"/>
Rick Rosenberg	Yea <input checked="" type="checkbox"/> No <input type="checkbox"/>
Kress Staheli	Yea <input type="checkbox"/> No <input type="checkbox"/>



SBAR: Policy discussion on impact fee collections with dormant meters

Situation

Wall 2 Wall Construction (Wall) has requested a refund of a \$13,500 impact fee paid on July 31, 2025 for parcel #SG-968-A-1 (380 S 500 East, St. George). The request is based on the presence of an existing meter that has been unused since before 2006. Under the Regional Water Supply Agreement (RWSA) and the district's current practice for "Issuing Credits for Existing Meters" (copy attached), Wall would not be entitled to a refund. The Board must determine whether to apply the RWSA as written or consider a policy change for dormant meters. The Southern Utah Homebuilders Association – on behalf of Wall and its other members – has requested the Board to reconsider collecting impact fees for dormant meters. For purposes of this discussion, a "dormant meter" refers to a meter installed prior to 2006 that was not active at the time of baseline certification.

Background

An impact fee is much more than the purchase price of a meter. The impact fee is the proportionate cost of the infrastructure necessary to support an individual's water demand. In 2006, each municipal partner to the Regional Water Supply Agreement (RWSA) certified the number of "baseline connections" receiving service from the municipality. The baseline certification established the number of active connections each municipal partner could serve with its existing system. All future connections exceeding the baseline required additional capacity to be provided by the District under the RWSA. The RWSA capacity is financed by impact fees. Therefore, the RWSA requires any "New Connections" after 2006 to pay an impact fee to connect to the regional system.

The RWSA defines "New Connections" as "any connection that has not previously been connected" or "any connection that was not active on the date the Municipal Customer executed" the RWSA. (RWSA section 1.1). This framework ensures that growth — rather than existing users — funds new regional capacity.

Analysis:

Because Wall's meter was not active in 2006 when St. George executed the RWSA, it was not included in St. George's certification of baseline connections. As such, it is considered a New Connection under the RWSA, which requires Wall to pay the full impact fee. Therefore, under the current agreement the impact fee was properly assessed. Permitting Wall to connect to infrastructure capacity financed by impact fees without paying an impact



fee would require other impact fee payors to subsidize Wall's use of regional capacity that they helped finance.

If Wall can show that its meter was active after 2006 and subsequently abandoned, the RWSA provides a formula for calculating the amount necessary to reactivate the meter. (RWSA 8.4.) Staff have not received documentation demonstrating post-2006 activity.

Waiving the impact fee contrary to the RWSA's terms could subject the Board to criticism from its municipal partners or other impact fee payors. Granting a waiver could also create precedent for similar requests, potentially reducing impact fee revenues and creating administrative challenges in verifying historic meter activity. Negotiating a change to the RWSA to authorize a waiver is uncertain. The RWSA's requirement that new connections pay a proportionate share of the regional infrastructure is fundamental to the RWSA's purpose.

Recommendation:

The Board should decline the requested refund and reaffirm that meter not in service in 2006 are subject to impact fees under the RWSA.

If the Board wishes to revisit this policy, staff could return with options for amending the RWSA or modifying the District's credit policy.

ENGINEER AGREEMENT
(SGRF to Reuse Forebay – Segment 1 Project)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and Horrocks Engineers LLC, a Delaware limited liability company (Engineer) digitally sign the Agreement via the District’s project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage an engineer to provide engineering services for the Regional Reuse Purification System; and

WHEREAS, the Engineer has submitted a statement of qualifications and has been selected to perform engineering services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Description of Services.

The Engineer will perform the services described in the Proposed Scope of Work (Exhibit A) in accordance with the applicable professional standards of care, which is using the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in the same locality (the “Standard of Care”) in a reasonably timely, efficient, and professional manner, in accordance with this Agreement and in consultation with the District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of Engineer, and any sub-contractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to the providing the services provided under this Agreement. Upon submitting a request for payment for services, the Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District’s approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders;
- e. Submitting or responding to requests for information (RFIs);
- f. Executing contracts and contract amendments;
- g. Creating and managing submittal items or packages;
- h. Creating and scheduling meetings, creating agendas, and tracking agenda items;
- i. Tracking permits;
- j. Tracking completion of checklists;
- k. Entering and updating budget information;
- l. Importing, updating and tracking schedules;
- m. Creating daily reports;
- n. Creating field observations and tracking assignments;
- o. Documenting inspections;
- p. Creating and managing punch lists;
- q. Managing procurement activities;
- r. Creating and managing field inspections and assigning action items; and
- s. Completing other tasks or actions required by the Agreement and requested by the District.

Engineer agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Engineer in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Engineer through Kahua. The Engineer will only invoice actual

accrued costs. The District will remit payment to the Engineer within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Engineer that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, upon prior written notice, withhold ten percent (10%) of any amount due to Engineer under this Agreement if, due to the fault of the Engineer, the services are not performed in accordance with Standard of Care or the work falls behind schedule, which amount(s) withheld will be disbursed to the Engineer within 30 days of the Engineer rectifying the cause for withholding in accordance with terms of this Agreement. The District may also, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Engineer shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

d. Proposed Changes to Cost Estimate

During the term of this Agreement the Engineer may submit for the District's review any suggested changes to the Fee Proposal, including, but not limited to, changes in the personnel, rates, and expenses. Proposed changes must be submitted through Kahua. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 180 days prior to the beginning of a new District fiscal year. The District's fiscal year is from January 1 through December 31. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to work or service calls requested or issued after the date the changes are

accepted in writing by the District. If the parties cannot reach an agreement on proposed changes either party may terminate this Agreement. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete work.

5. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system software platform, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Engineer in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Engineer may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Engineer for the Engineer to perform its work is very security sensitive. The Engineer will strictly comply with District written security protocols provided by the District to the Engineer and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Engineer in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Engineer will be immediately complied with by the Engineer. The Engineer will notify the District immediately if the Engineer has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Engineer shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Engineer's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Engineer shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Engineer to disclose information other than as is set forth in this section, prior to doing so, the Engineer shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Engineer shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding

unemployment insurance, disability insurance, and workmen's compensation. As such, the Engineer shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Engineer by the District. The Engineer shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Engineer.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Engineer shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Engineer agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the subcontractor were the Engineer referred to herein. The Engineer is responsible for contract performance whether or not subcontractors are used. The Engineer shall submit the name of each subcontractor which the Engineer intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Record Keeping, Audits, and Inspections. The Engineer and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Engineer shall, upon prior written notice, make available for audit and inspection all such records relating to Agreement services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Engineer until disposition has been made of such disputes, litigation, claims, or exceptions.

7. Completeness and Accuracy. The Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement in accordance with the Standard of Care. The Engineer shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Engineer shall correct all services not conforming to the Standard of Care at its own expense. This provision is not intended to prevent the Engineer from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Engineer.

8. Indemnification and Insurance. In no event will any fault of the Engineer or its employees, subcontractors, or suppliers be reapportioned to the District or its officers, trustees, or employees. The Engineer will indemnify and hold the District and its officers, trustees, or employees harmless from any such reapportionment of fault.

Consistent with Utah Code Annotated Section 63G-6a-1203, the Engineer will indemnify the District and its respective officers, trustees, or employees from any claim of third parties to the extent caused by the Engineer's breach of this Agreement or by the negligence or other fault of the Engineer, or its employees, subcontractors, or suppliers in performance of the services under this agreement. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, trustees, and employees with indemnity to the greatest extent allowed by law. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Engineer that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, upon written notice, withhold final payment under the Agreement until receipt of all final reports and deliverables.

- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.
- c. Waiver of Claims. Prior to acceptance of final payment, the Engineer shall submit in writing to the District any known claim that the Engineer or any of the Engineer's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Engineer will constitute a waiver of any such claim other than those claims previously made in writing and submitted to the District. The Engineer shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Engineer, whether known or unknown at the time such payment is made.

10. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to four successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

11. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Engineer in writing. Immediately upon receipt of such notice, the Engineer shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Engineer shall document its services through the termination date and submit such documentation to the District for its evaluation. The Engineer shall receive compensation for services performed up through the date of termination or abandonment.

12. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Engineer certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Engineer agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. The Engineer agrees to notify the District in writing if it begins engaging in an economic boycott.
- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

13. Rights and Obligations.

- a. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Engineer under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to

immediate cancellation by the District upon the Engineer's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

14. Disputes.

- a. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.
- b. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.
- c. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

15. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

16. Execution.

- a. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
- b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
- d. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

17. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.
- d. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.
- e. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:
 - i. The remainder of this Agreement shall be considered valid and operative, and,
 - ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.
- f. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or

representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

18. Compliance with other contracts. The Engineer shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement. When providing engineering services regarding construction projects on behalf of the District, Engineer shall comply with all applicable terms of construction contracts entered into by the District related to the Engineer's services.

19. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth Judicial District Court for Washington County, State of Utah.

20. Force Majeure. Any delays in or failure of performance by Engineer shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Engineer, including but not limited to, acts of God or the public enemy; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Engineer. In the event that any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time for performance of its services under this Agreement.

21. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Engineer through the District's project delivery system Kahua, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. TRINITY STOUT, REUSE PROJECT MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

HORROCKS
ATTN. CHRIS HANSEN
555 S. BLUFF ST. SUITE 200
ST. GEORGE, UTAH 84770

22. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A – Scope of Work and Fee Proposal
Exhibit B – Insurance Requirements

SCOPE OF WORK AND FEE PROPOSAL

SCOPE OF WORK

TO: Bob Lameroux, WCWCD PM for Segment 1 Pipeline

FROM: Chris Hansen, Project Manager; Ryan Willeitner, Deputy Project Manager

DATE: February 20, 2026

SUBJECT: **DETAILED SCOPE OF WORK**

WCWCD REGIONAL REUSE SEGMENT 1 PIPELINE SCOPE

This project includes the complete design and engineering services during construction of a 2.5-mile-long Segment 1 pipeline in St. George, Utah. It is assumed for this scope of work that it will be a single pipeline that involves crossings of the Virgin River and Interstate 15. The team will furnish engineering services based on the following detailed tasks that were generally outlined in the Statement of Qualifications.

Design Phase

Task 1: Project Management

Task 2: Preliminary Design, 30%

Task 3: Survey, Mapping and Utility Coordination

Task 4: Geotechnical Investigation, Tunneling and Cathodic Protection

Task 5: Agency Coordination, Permitting and Environmental

Task 6: Final Design, 60%, 90%, IFC

Construction Phase

Task 7: Bidding

Task 8: Engineering Support During Construction

Task 9: Project Closeout



INTRODUCTION

The objective of this project is to complete preliminary and final design for the Regional Reuse Pipeline Segment 1 based on direction from WCWCD and their representatives. WCWCD has hired consultants to perform Project Management services on their behalf and they are considered a part of WCWCD for this scope. The design includes the preparation of contract documents (drawings and specifications) and other tasks associated with the design of a single 2.5 mile long pipeline from the St. George Reuse Facility (SGRF) Pump Station to the beginning of the Segment 2 Pipeline on the east side of I-15.

This scope of work has been structured to allow multiple design activities to occur concurrently and keep the project moving forward at an efficient pace. The Horrocks/Jacobs team will work closely with WCWCD to establish critical design decisions that will help facilitate the development of bid-ready contract documents for this project. To enable WCWCD to provide sufficient input to the design of the project, four major submittals will be distributed for WCWCD's review at the 30%, 60%, 90%, and IFC (Issued for Construction) design levels.

RESOURCES PROVIDED BY WCWCD

There are seven different pipeline segments and other projects under design at the same time. To help facilitate uniformity and a reduction of repeating the same work, some elements of the work are being performed on a system wide basis by other parties. WCWCD has contracted with these other groups to perform the following work as it relates to this task breakdown and will not be included in the Horrocks/Jacobs scope.

Task 1: Project Management

The Horrocks/Jacobs team will coordinate the work with the Project Manager assigned to Pipeline Segment 1 and the Owner's Advisor for overall program support.

Onboard training and support staff will be provided by WCWCD for the Kahua project delivery system to be used by the team for submitting deliveries.

Task 2: Preliminary Design, 30%

A system wide hydraulic model and analysis will be provided by other groups. Any recommendations for surge or transient-related design criteria will be provided including specific air valve locations if they are required for surge. Design pressures will be provided as well as anticipated test pressures for the pipeline segments. The required diameter of the pipeline, max/min flow rates, assumed manning values and other criteria used for the hydraulic design will be provided for design confirmation.

A pipeline alignment will be provided at the project onset. The Design Team will review the alignment and identify any major issues with the pipeline corridor. Making substantial alignment updates is not part of the Design Teams scope.

A recommendation for pipe material will be provided. There may be a need to alter the pipe material in specific pieces of work such as through trenchless casings or areas of steep slopes in the terrain.

A Preliminary Design Report and other engineering guidelines that impact the whole system will be provided for consistency across all packages.



Task 3: Survey, Mapping and Utility Coordination

Another consultant will be providing general survey information including aerial imagery, control points, topography and orthography such as curb/gutter, sidewalk, trees/shrubs, utility poles, break lines along the pipeline alignment. This information will be provided through the Autodesk Construction Cloud (ACC) platform.

Easement legal descriptions will be written as well as obtained by other parties based on information provided by the Design Team.

An initial utility search will be performed by others to a service level D with initial mapping of all utilities along the alignment including drinking water, irrigation water, sewer, storm drain, gas, electrical, fiber optic, communications, etc. WCWCD will provide potholing of critical utilities based on recommendations from the Design Team.

Task 4: Geotechnical Investigation, Tunneling and Cathodic Protection

A geotechnical firm will be providing regularly spaced borings along the alignment as well as pipeline design recommendations. Additional borings specific to Segment 1 trenchless crossings will need to be collected by the geotechnical firm (Rosenberg) and specifics for what is required will be identified by the Design Team at the Task 2 - Preliminary Design phase. The cost for the additional borings will be part of the overall project and not included in the Horrocks/Jacobs contract. The borings near the Virgin River will have piezometers installed and monitored for ground water conditions for design criteria of the trenchless crossing and this data will be provided to the Design Team. Laboratory testing data will be provided for each boring location including unit dry weight, Atterberg limits, unconfined compressive strength, consolidation, gradations, corrosivity tests, and density compaction proctors.

The geotechnical information provided will also include information for the contractor on rock classification along the pipeline alignment and geophysics analysis if necessary. A liquefaction potential analysis will be performed by the geotechnical firm with design recommendations provided to the Design Team.

WCWCD will provide the approach to the cathodic protection system and the details required for implementation. The Horrocks/Jacobs team will review these recommendations and provide any recommended adjustments that would be specific to Segment 1. The cathodic protection consultant will provide soil resistivity measurements along the pipeline and an analysis for stray current potential with recommendations for mitigation. This consultant will also need to provide recommendations for linings and coatings of the pipeline.

Task 5: Agency Coordination, Permitting and Environmental

All final permit forms will be submitted by WCWCD or other program partners. Setting up discussions with any cities, permitting agencies, utilities or other outside parties will be coordinated through a WCWCD project representative.

Task 6: Final Design, 60%, 90%, IFC

All of the Front End specifications (Division 00 and 01) will be provided by WCWCD as well as the majority of the Technical Specifications that are common to all pipeline segments.

Preliminary drawings such as general front end sheets, typical blowoff and air valve vaults, and standard details will be provided by WCWCD for consistency of construction. A drawing format for the overall



program will be provided by WCWCD with CAD Standards including font size, linework, AutoCAD Civil 3D styles and part networks, pen style tables, logos, and borders.

Instrumentation and Controls design will be provided by WCWCD. Specific instances of where these systems are required and how to incorporate the I&C elements into the pipeline design package will also be provided.

Final cost estimating will be performed by WCWCD after quantities have been provided by the Horrocks/Jacobs team.

Task 7: Bidding

WCWCD will publish the bid documents, open the bid packages and provide the notice of award.

Task 8: Engineering Support During Construction

All full-time inspection services during construction will be provided by WCWCD.

Task 9: Project Closeout

Baseline AutoCAD files will be provided on the ACC platform for the use of developing record drawings. This includes survey taken during construction and contractor redlines. A general system wide operations manual will be provided by WCWCD.

TASK 1 PROJECT MANAGEMENT

Design Kickoff Meeting

Prepare for and coordinate a kickoff meeting with the design team and WCWCD staff. The kickoff meeting will be designed to clearly communicate WCWCD's project vision and the roles and responsibilities of each team member. The objectives of the kickoff meeting will be to review the purpose and scope of the project, and to establish individual roles and lines of communications. This task will also include overall project planning and initiation of field investigations, project delivery services, and permitting support. Key milestones, deliverables, schedule and potential risks will also be discussed as well as critical project issues that are important for project completion.

Project Execution Plan

The Project Execution Plan (PXP) will describe the work required, communicate the responsibilities of the design team members, define tasks, schedules, budgets, and describe how efforts will be coordinated. The PXP will include the methods and approaches that will be implemented and other information relevant to team conduct through the design effort. Additionally, this task will be used to prepare a health and safety plan (H&SP) for design team staff that will be working in the field conducting alignment review and collecting existing utility information along the proposed alignment. The PXP will allow the project management team and WCWCD to monitor the progress of the project, review the monthly expenditures for the project, and track the progress of the various tasks and deliverables.

Monthly Invoices

This task includes the development of monthly invoices. The monthly invoices will include a cost summary that documents the expenditures during the reporting period, and the cumulative expenditures to date. Expenditures will be compared to the budget amounts for each task, and variances will be shown.



Design Workshops/ and Review Meetings

This team will conduct three review workshops lasting up to three hours each to review the work products with WCWCD personnel and other key project staff at the 30%, 60%, and 90% design reviews. The team leadership will attend all three workshops in person. Following each meeting, the Horrocks/Jacobs team will prepare meeting minutes, a summary of the review comments received, and follow up action items to be pursued. A response form will be submitted of how all the comments were addressed to ensure it is to WCWCD's satisfaction.

This task includes progress meetings every other week with WCWCD and the Horrocks/Jacobs team to review progress of the work and inform WCWCD of technical decisions or issues that could affect the project scope, cost or schedule. These bi weekly meetings will rotate being held in-person and then virtually and the Design Team has budgeted for fifteen months of meetings.

Project Quality Management Plan and Quality Assurance/Quality Control

Horrocks/Jacobs Quality Assurance/Quality Control procedures will be utilized and documented in a Quality Management Plan (QMP) prior to beginning work on the project. The team will also provide additional overall system documentation and updates as needed based on requests from WCWCD. These procedures will define the intervals (level of completion) of review activities, the review techniques, reviewer qualifications, the review process flow diagram (including WCWCD staff), and documentation and follow-up procedures. At a minimum, the QMP will facilitate peer review of work products for accuracy in their scope, findings, and recommendations. Senior reviewers will be identified to review the project periodically for technical merit and constructability, and comparison to the project goals. Reviewers will also be consulted during the execution of the project.

Schedule

Develop a design and implementation schedule to be used in managing design activities. The schedule will be developed using Microsoft Project software and will illustrate the sequence of design tasks and project milestones. Our team will manage and coordinate the activities of the team members to keep the design on schedule and within budget. Below are approximate key timeframes to be used for developing the schedule.

- June 2026 Notice to Proceed on all tasks
- 3-4 months Time between major submittals
- 2 weeks Time allotted for external review and providing comments.
- 20 months Construction timeframe from Notice To Proceed to Substantial Completion.

As part of this task, our team will conduct a construction scheduling and sequencing analysis to determine the best alternatives for the construction of this project and special constraints and key milestone dates that should be included in the Contract Documents. Some of the key issues to consider



include the ability to construct the Virgin River crossing during the non-monsoon season and during low water levels, and the timeframe for crossing key St. George City facilities.

Deliverables

Monthly Invoices

Design Workshop Minutes and Comment Responses

Quality Management Plan

Tabulation of QA/QC review comments

Final Design Schedule and Project Implementation Schedule

TASK 2 PRELIMINARY DESIGN, 30%

There are some initial tasks that could have a large impact on work being performed by other groups. The Preliminary Design phase is intended to flush out some early design choices to reduce the cost of alternatives that may not be used. This is an important step in the project development, ensuring that WCWCD's engineering and operations staff have adequate opportunity to direct all project elements as desired. The 30% Preliminary Design will identify all the applicable facility components and include WCWCD's design standards of each component. At the close of this work, the Design Team will provide drawings and Technical Memorandums (TMs) to document the decisions and then conduct a workshop with WCWCD staff to obtain consensus for the project content. This task will provide the project definition to allow the team to confidently move into final design.

Hydraulic Analysis Review

A preliminary Hydraulic analysis will be provided by WCWCD. The assumptions for this analysis will be reviewed to ensure that all parties agree to the approach. The locations and sizing of blow off structures and air valve vaults will be determined especially if it impacts the future operation of other pipeline segments. Operational hydraulic grade lines and test grade lines will be verified. Locations for mainline isolation vaults will be reviewed to determine if these are in the most suitable locations.

Alignment Review

An alignment study has already been performed. The Horrocks/Jacobs team will review this alignment and determine if it is the most suitable. Some minor adjustments may be made to the alignment for WCWCD approval which could include the areas of the Virgin River crossing as it pertains to geological features, the crossing of I-15 to reduce the length, and the final connection location to pipeline Segment 2. After confirming the alignment then locations for easements will be proposed by the Design Team. The alignment will determine locations and depths for geotechnical borings and types of borings for the trenchless crossings. It will also help guide the survey team to collect pertinent data along the selected pipe centerline instead of potentially along less ideal alignments.

Trenchless Crossing Pre-Design

The base assumption is that the pipe material for the project will be 36-inch Ductile Iron Pipe (DIP). Unrestrained DIP cannot be used in casings for the trenchless crossing. Different pipe materials may be more suitable for these situations that have restrained joints such as DIP with thrust lock joints, Welded Steel Pipe (WSP) or fused High Density Polyethylene (HDPE). Other areas where restrained joint pipe



material may be more suitable is on the south side of the Virgin River where there are steep slopes on sandy material which would avoid compression and failure over time of the gasketed joints.

Site Layout and Connection Plans

This task includes development of connections to other pieces of infrastructure and the timing of construction phasing. The development of these connections is important based on how to hydrostatic test, reduce testing water waste, and ensure sections are not over pressurized during testing. Site plans will include the plan view layout of the proposed facilities showing the location of key features.

Document Review

This phase would be used to review available documents such as:

- the survey and geotechnical exploration plans
- the front end and technical specification list
- general, vault, and standard detail drawings
- cathodic protection approach

Preliminary 30% Design Drawings

The Horrocks/Jacobs team will prepare a bound set of design drawings as outlined by WCWCD design standards. Drawings will be prepared on a scale suitable for WCWCD such as full size 22" x 34". The scale and organization of the drawings will facilitate an easy transition into final design. The preliminary design drawing set is expected to include:

- ***General sheets:*** Cover Sheet, Drawing Index and Legends, Abbreviations and General Notes, General Plan and Hydraulic Profile, Survey Control, Pothole Tables. Assumed 12 sheets.
- ***Plan and Profile sheets:*** A layout of the pipeline alignment in plan view with a corresponding profile and approximate depth of cover. This will map other utilities that come in close proximity to the pipeline. Assumed 38 sheets at 1"=20' scale.
- ***Civil sheets:*** Overall site plan, Construction Phasing, Site Demolition, Detailed Profile Cross-Section views, Existing Utilities, Grading and Drainage, Connections to other facilities, Landscaping/Surface Restoration, Ancillary Facilities, and other site restoration details. Assumed 10 sheets at 1"=20' scale.
- ***Structural & Mechanical sheets:*** Underdrain plan, Foundations, Roof Plan, Wall and Column Sections, Details, and Mechanical Floor Plan. Assumed 8 sheets at an architectural scale of 1/4"=1'.
- ***Electrical and Instrumentation Control sheets:*** One-line diagrams where applicable, any manhole locations, and connections to power. Assumed 4 sheets
- ***Standard Detail sheets:*** details from WCWCD database that will be required for this segment as well as others that are unique to Segment 1 such as the trenchless crossings. Assumed 18 sheets.



Deliverables

Draft Preliminary 30% Design Report

30% Design Drawings. Estimated 90 total sheets.

List of additional required Technical Specifications

TASK 3 SURVEY, MAPPING AND UTILITY COORDINATION

WCWCD representatives will be performing systematic survey for the project. This includes aerial imagery, topography, survey control, property lines, right-of-way, easements and most other general ground features. The Horrocks survey group will obtain any other minor survey required for the work. This includes detailed ground survey of the following items:

- Utility features like water valve boxes, any missed manholes for storm drain or sewer, fiber optic or electrical utility boxes
- Survey of any Bluestake markings for utility identification
- Depth and location of any utility potholing
- Depth of gravity utilities such as inverts of storm drain and sewers
- Other miscellaneous required ground survey like edge of asphalt or sidewalk

The Design Team will provide all required easement linework polygons to WCWCD. This information will then be used by others to create legal descriptions and obtaining the easements.

Utility Coordination

WCWCD will be providing an initial desktop study and preliminary collection of existing utilities to a quality level D accuracy. During the preliminary 30% design phase, the Design Team will identify utilities that may be in conflict with the project pipeline. WCWCD will perform potholing based on recommendations from the Design Team. The Design Team will investigate gravity utilities and get measurements for a SUE level A or B and include them in the design documents. It is assumed that 30 potholes will be required along the alignment.

If utility conflicts cannot feasibly be avoided through innovative alignment design we will coordinate with the affected utility owner to relocate the utility. It is assumed that relocation and design of the utilities in conflict with the project (telephone, electrical, cable, fiber optic, or gas lines) will be completed by the owners of the utility and paid for by WCWCD.

During the 60% submittal, Horrocks/Jacobs will identify additional utilities (water, sewer, or stormwater) that will need to be relocated. For purposes of this scope of work and budgeting, the Design Team have assumed relocation of utilities will be minimal. The design work for relocating utilities will be completed between the 60% and 90% design level and coordinated with each utility owner.

Periodic field reviews of the utility information will be conducted to ensure clearances are appropriate to minimize costly change orders during construction.



Deliverables

List of additional geotechnical boreholes needed for pipeline and trenchless design.

Additionally collected ground survey information uploaded to the Autodesk cloud.

Linework for proposed easements along the alignment.

utility conflict locations (for telephone, electrical, cable, fiber optic, and/or gas) so that relocation designs can be developed by each affected utility owner.

A table of potholes and any utility relocation drawings.

TASK 4 GEOTECHNICAL INVESTIGATION, TUNNELING AND CATHODIC PROTECTION

All of the field and lab geotechnical investigations will be provided by other firms. This section lists the tasks that will be performed by the Horrocks/Jacobs team.

Geotechnical Boreholes

It is assumed that other firms will provide an initial sweep of boreholes along the alignment every 1,000 to 2,000 ft depending on the soil consistency and terrain. This data will be reviewed by Jacobs to verify pipe design requirements and trench backfill materials. Based on the information provided additional boreholes may be needed with more specific information at the trenchless crossings.

Liquefaction Analysis

The Jacobs team will review the liquefaction analyze performed by another firm. Mitigating for this hazard will be incorporated into the contract documents.

Trenchless Crossings

Jacobs will perform an analysis on the sub surface conditions surrounding the Virgin River and provide recommendations for crossings. On previous projects it has been possible to make river crossings without a trenchless method and has been approved by regulatory agencies. This previously approved approach has reduced construction timeframe, reduced risk for the contractor/client and had large cost savings for the project. We will attempt this same approach on segment 1.

The Interstate 15 and Highway 7 on ramp areas will require trenchless crossings and coordination with UDOT. These typically require a casing to extend from edge to edge of UDOT Right of Way. Trenchless installation methods that will be under consideration include auger boring, guided boring, tunnel boring machine, horizontal directional drill, pipe ramming, and micro tunneling. We hope to find a consistent method that is suitable for all crossings to reduce cost.

Cathodic Protection

The overall cathodic protection system will be determined by WCWCD. Jacobs will work with the cathodic protection consultant to determine specific locations to install these systems. It is anticipated that one of the following approaches will be used:

- An active impressed current system will require installation of deep anode ground beds and we can determine a suitable location for that infrastructure.



- A passive anode system may be used where we will help incorporate the spacing of anodes with the size and quantity of anodes to be determined by the cathodic consultant.

In areas where the pipeline is paralleling overhead power the cathodic consultant will perform an analysis to determine mitigation measures for stray current where items such as shield wire, DC Blockers and/or grounding mats should be installed. Other major utility crossings such as other water lines or gas lines will also require recommendations by the cathodic consultant.

Deliverables

List of additional boreholes required for design

Trenchless crossing guidelines and approach

Recommendations to account for liquefaction and cathodic protection as part of the Design Report.

TASK 5 AGENCY COORDINATION, PERMITTING, AND ENVIRONMENTAL

The Horrocks/Jacobs team will meet with applicable representatives at the direction of WCWCD. It will be critical to establish the jurisdictional coordination requirements early in the project and meet with the agencies so that the permits and agreements will be completed prior to construction. Some agencies that may require coordination include the following:

- The city of St. George for approval/agreement to construct in city rights of way. This would also include coordination with timing and construction sequencing in front of Fire Station 8 on Bluegrass Way.
- Utah Department of Environmental Quality, Division of Drinking Water for construction approval. This will primarily be coordinated by WCWCD.
- Utah Division of Water Rights for a Stream Alternation Permit.
- Utah Division of Water Resources or the Virgin River Program.
- Washington County for a Flood Control Permit.
- Utah Division of Transportation Region 4 for the Interstate 15 crossing and paralleling the Southern Corridor (Hwy 7).

The Horrocks/Jacobs team will help determine the necessary permits that will be required for construction and provide content for the permits. All permits will be submitted by WCWCD.

Deliverables

List of permits obtained by WCWCD and those required by the contractor

Content required for submitting the permits.

TASK 6 FINAL DESIGN 60%, 90%, IFC

The Horrocks/Jacobs team will incorporate the 30% review comments into the next design deliverable and begin the preparation of the 60% set. Final design will occur in three steps which are the 60%, 90% and IFC completion phases. The team assumes that following the incorporation of the 30% review comments from WCWCD, the size, location, elevation of the pipeline, and the locations of other major structures, will be set to allow completion of the design.



The CAD work will be accomplished using Autodesk Civil 3D and Autodesk Construction Cloud platform as provided by WCWCD and aligning the levels to the American Society of CAD Standards (ASCS). WCWCD's Front End specifications (bidding, legal information, and conditions of the contract with supplemental information), and the 49 Division Construction Specification Institute (CSI) technical specifications will be used. General drawings, standard vaults, and standard details for the project will be provided by WCWCD.

The final design IFC Bidding Documents will be based on the accepted preliminary engineering design. The Design Team anticipates preparing a single construction contract document to provide to WCWCD's Procurement Department at the IFC Bidding Documents so the project can be advertised.

Prepare 60%, 90% and IFC Plans and Specifications

For the 60% design deliverable, the team will provide drawings indicating the primary project features, sectional views, initial calculations, and initial draft edits of the specifications. The 60% design will have been reviewed by an internal team of QC reviewers and updated to reflect the comments before delivery of the product to WCWCD for their review. Following a 2-3 week review period by WCWCD, WCWCD and the Design Team will hold a half day review meeting to obtain input and responses from the review.

The Design Team will prepare additional specifications, including WCWCD's bidding documents, EJDC based General Conditions, and Supplementary General Conditions, a list of bid items, and an estimate of duration for the construction schedule.

Following the 60% review meeting, Jacobs will continue the design toward a 90% design deliverable. The design will move the project forward to include all project features, sectional views, details, final calculations, and final edits of the specifications. The 90% design will have been reviewed by an internal team of QC reviewers and updated to reflect the comments before delivery of the product to WCWCD for their review. Following a 2-3 week review period for WCWCD, WCWCD and the Design Team will hold a half day 90% design review meeting with WCWCD to obtain input and responses from the review. The 90% package will be sent to the reviewing agencies for preliminary approval.

Following the 90% review meeting, the Design Team will proceed to the final IFC Bid Documents. The design will include all elements of the project to final completion, including plans, specifications, and calculations. The IFC Bid Documents will be stamped by a licensed Utah Professional Engineer.

The Team will submit all work on the Kahua website as outlined by WCWCD.

Construction Cost Estimate (30%, 60% & 90% Design)

The Horrocks/Jacobs team will prepare material quantities for construction cost estimate at the 30%, 60% and 90% design level. These quantities will follow the Association for the Advancement of Cost Engineering (AACE) level of accuracy based on percent complete and will be provided within two weeks of each design submittal. The line item costs for each element of work will be provided by WCWCD in order to obtain an overall project cost.

Deliverables

60%, 90%, and IFC Bid drawings and specifications

Final Design Report



Material quantities for the development of a cost estimate at the 30%, 60% and 90% design stages.

TASK 7 BIDDING

This task will be used to support WCWCD with Bidding of the Project after design is complete. It is assumed that WCWCD will be responsible for issuing contract documents and maintaining a plan list that will be used to identify plan holders and issuance of addendums. It is also assumed that plans and specifications will be issued electronically through Kahua. Our Team will assist WCWCD with Prequalification of Bidders prior to issuance of bidding documents, provide written responses to contractor questions during the bidding process and issue any required addendums.

The Design Team will hold a Pre-Bid Meeting with contractors to review the project and outline key elements of the work. The Pre-Bid meeting will include a site visit at key locations to review the drawings and answer design questions.

Deliverables

Assist with presentation of the project during pre-bid conference and site visit.

Provide clarifications and answers to questions during bid period as requested by WCWCD.

Assist with development of addendum to the Contract Documents

Attend the bid opening conducted by WCWCD

Assist with analysis of project bids received for irregularities, references, and provide recommendation of award of the construction contract.

Prepare conformed drawings and specifications, including changes developed by addenda

TASK 8 ENGINEERING SUPPORT DURING CONSTRUCTION

Our Team will provide engineering support during construction which includes:

- Review and respond to Submittals, Requests For Information (RFI), and claims for Change Orders (CO). These responses will be managed through the Kahua system. It is anticipated there will be less than 50 submittals, 10 RFI, and 5 CO throughout construction.
- Attend weekly construction meetings remotely or in-person as required for a duration of 20 months.
- WCWCD will need to provide special Engineering Inspections for tunneling procedures and this will not be provided by the Design Team.
- An inspection at the Final Completion milestone and a one year warranty inspection.
- An additional 50 hours of engineering time has been added to provide responses to miscellaneous support requests made by WCWCD.



TASK 9 PROJECT CLOSEOUT

The Horrocks/Jacobs team will review the Operation and Maintenance Manual (O&M manual) compiled by WCWCD for completeness and provide recommendations for additional items that may be beneficial. The O&M manual should provide the various modes of operation, design criteria, and provide startup/shutdown instructions for the facilities constructed as part of this project.

Our Team will prepare record drawings for the constructed facilities based on the accurate and up-to-date, marked-up prints of construction drawings maintained by the contractor during construction that show field changes and built conditions. WCWCD will also provide survey data collected during construction. Our Design Team is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

Deliverables

Written review of the O&M manual.

Record Drawings will be provided to WCWCD for review

BASIS FOR COMPENSATION

Compensation for this scope of services will be on a time-and-material basis as shown below. Horrocks shall be compensated for its services by paying for actual services performed and reimbursing Direct Expenses incurred in accordance with the following provisions:

Horrocks Labor - Billing rates for services performed shall be per the Rate Schedule listed below (for calendar year 2026) and labor costs will include an escalation of 3% each year starting on January 1 of each year.

Direct Expenses - Direct Expenses are defined as all approved costs necessarily incurred in or directly in support for the Project. The bulk of these expenses are regular travel to the site based on the meeting schedule outlined in Task 1. Use of personnel vehicles will be based on the current IRS mileage rate; meals and lodging costs; costs of computer services and word processing services; printing, binding and reproduction charges; and other similar costs. Reimbursement for Direct Expenses shall be at actual cost, without markup.

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Engineer shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Engineer and all of Engineer’s sub-contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Engineer’s Sub-Contractor’s shall furnish District with certificates of insurance and with original endorsements effecting coverage required

by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

ENGINEER AGREEMENT
(SGRF to Reuse Forebay – Segment 2 Project)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and J-U-B Engineers, Inc., a Utah corporation (Engineer) digitally sign the Agreement via the District's project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage an engineer to provide engineering services for the Regional Reuse Purification System; and

WHEREAS, the Engineer has submitted a statement of qualifications and has been selected to perform engineering services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Description of Services.

The Engineer will perform the services described in the Proposed Scope of Work (Exhibit A) in accordance with the applicable professional standards of care, in a reasonably timely, efficient, and professional manner, in accordance with this Agreement and in consultation with the District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of Engineer, and any sub-contractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to the providing the services provided under this Agreement. Upon submitting a request for payment for services, the Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders;
- e. Submitting or responding to requests for information (RFIs);
- f. Executing contracts and contract amendments;
- g. Creating and managing submittal items or packages;
- h. Creating and scheduling meetings, creating agendas, and tracking agenda items;
- i. Tracking permits;
- j. Tracking completion of checklists;
- k. Entering and updating budget information;
- l. Importing, updating and tracking schedules;
- m. Creating daily reports;
- n. Creating field observations and tracking assignments;
- o. Documenting inspections;
- p. Creating and managing punch lists;
- q. Managing procurement activities;
- r. Creating and managing field inspections and assigning action items; and
- s. Completing other tasks or actions required by the Agreement and requested by the District.

Engineer agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Engineer in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Engineer through Kahua. The Engineer will only invoice actual accrued costs. The District will remit payment to the Engineer within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Engineer that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, withhold ten percent (10%) of any amount due if, due to the fault of the Engineer, the work is not satisfactory to the District or if the work falls behind schedule, which amount(s) withheld will be disbursed to the Engineer within 30 days of the Engineer rectifying the cause for withholding to the District's satisfaction. The District may also, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Engineer shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

d. Proposed Changes to Cost Estimate

During the term of this Agreement the Engineer may submit for the District's review any suggested changes to the Fee Proposal, including, but not limited to, changes in the personnel, rates, and expenses. Proposed changes must be submitted through Kahua. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 180 days prior to the beginning of a new District fiscal year. The District's fiscal year is from January 1 through December 31. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to work or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach an agreement on proposed changes either party may terminate this Agreement. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete work.

5. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system software platform, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Engineer in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Engineer may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Engineer for the Engineer to perform its work is very security sensitive. The Engineer will strictly comply with District written security protocols provided by the District to the Engineer and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Engineer in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Engineer will be immediately complied with by the Engineer. The Engineer will notify the District immediately if the Engineer has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Engineer shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Engineer's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Engineer shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Engineer to disclose information other than as is set forth in this section, prior to doing so, the Engineer shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Engineer shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Engineer shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Engineer by the District. The Engineer shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Engineer.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Engineer shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Engineer agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the subcontractor were the Engineer referred to herein. The Engineer is responsible for contract performance whether or not subcontractors are used. The Engineer shall submit the name of each subcontractor which the Engineer intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Record Keeping, Audits, and Inspections. The Engineer and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Engineer shall make available for audit and inspection all such records relating to Agreement services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Engineer until disposition has been made of such disputes, litigation, claims, or exceptions.

7. Completeness and Accuracy. The Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement. The Engineer shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Engineer shall correct all errors or omissions at its own expense. This provision is not intended to prevent the Engineer from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Engineer.

8. Indemnification and Insurance. In no event will any fault of the Engineer or its employees, subcontractors, or suppliers be reapportioned to the District or its officers, trustees, or employees. The Engineer will indemnify and hold the District and its officers, trustees, or employees harmless from any such reapportionment of fault.

Consistent with Utah Code Annotated Section 63G-6a-1203, the Engineer will indemnify the District and its respective officers, trustees, or employees from any claim of third parties to the extent caused by the Engineer's breach of this Agreement or by the negligence or other fault of the Engineer, or its employees, subcontractors, or suppliers. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, trustees, and employees with indemnity to the greatest extent allowed by law. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Engineer that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, withhold final payment under the Agreement until receipt of all final reports and deliverables.
- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.
- c. Waiver of Claims. Prior to acceptance of final payment, the Engineer shall submit in writing to the District any known claim that the Engineer or any of the Engineer's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Engineer will constitute a waiver of any such claim other than

those claims previously made in writing and submitted to the District. The Engineer shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Engineer, whether known or unknown at the time such payment is made.

10. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to four successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

11. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Engineer in writing. Immediately upon receipt of such notice, the Engineer shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Engineer shall document its services through the termination date and submit such documentation to the District for its evaluation. The Engineer shall receive compensation for services performed up through the date of termination or abandonment.

12. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Engineer certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Engineer agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. The Engineer agrees to notify the District in writing if it begins engaging in an economic boycott.
- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

13. Rights and Obligations.

- a. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Engineer under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon the Engineer's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

14. Disputes.

- a. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.
- b. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.
- c. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

15. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

16. Execution.

- a. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
- b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
- d. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

17. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.
- d. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that ‘ambiguities shall be construed against the draftsman’ shall have no application to this Agreement.
- e. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:
 - i. The remainder of this Agreement shall be considered valid and operative, and,
 - ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.
- f. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

18. Compliance with other contracts. The Engineer shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement. When providing engineering services regarding construction projects on behalf of the District, Engineer shall comply with all applicable terms of construction contracts entered into by the District related to the Engineer's services.

19. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth Judicial District Court for Washington County, State of Utah.

20. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Engineer through the District's project delivery system Kahua, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. TRINITY STOUT, REUSE PROJECT MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

J-U-B Engineers, Inc.
ATTN. SCOTT FERRE
20 NORTH MAIN ST. SUITE 202
ST. GEORGE, UTAH 84770

21. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A – Scope of Work and Fee Proposal
Exhibit B – Insurance Requirements

SCOPE OF WORK AND FEE PROPOSAL

ATTACHMENT A – SCOPE OF SERVICES, BASIS OF FEE AND SCHEDULE



J-U-B ENGINEERS, INC.

PROJECT NAME: Regional Reuse System Segment 2 Pipeline

CLIENT: Washington County Water Conservancy District

J-U-B PROJECT NUMBER: RP-25-XXX

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Washington County Water Conservancy District (WCWCD) has partnered with Ash Creek Special Services District and St. George City to develop a Regional Reuse Purification System to supplement an increase in the volume of irrigation and culinary water for the local area. A component of this system includes new pipelines.

WCWCD intends to have consultants design approximately 32-37 miles of 36-inch poly wrapped, ductile iron pipeline with multiple pump stations, and storage reservoirs. The pipeline has been divided into seven segments for design purposes. This document provides the scope for the design of segment two of the pipeline. Segment two consists of approximately five-and-three-quarter miles of pipeline that roughly begins at Desert Color Parkway near the entrance to the Paparazzi Accessories Corporate Headquarters and ends on the north side of SR-7 at approximately milepost 5.1. For the purposes of this scope and J-U-B's fee estimate, it is assumed that Paparazzi has approved, with no further costs or negotiations required, the use of their property to install a portion of the segment two alignment and any required easements. It is also assumed the segment two alignment will remain out of any UDOT right-of-way and will not require coordination with UDOT. In addition, there will be a lift station constructed within segment two near the east end of the segment. J-U-B designers will coordinate with the designers of the lift station for connections. Segment one of the pipeline will be designed by a team of Jacobs Engineering & Horrocks Engineers and will connect to segment two on or along Desert Color Parkway near the entrance to Paparazzi. Segment three will be designed by Sunrise Engineering and will connect to segment two on the north side of SR-7 near milepost 5.1.

A geotechnical investigation and analysis, survey data (topography, features and level D utility locations), cathodic protection information, all environmental permitting, and hydraulic modeling results have been or will be provided by the WCWCD. In addition, CAD standards, design engineering guidelines, and standard specifications will be provided by the WCWCD, such that J-U-B will begin design at about the 15% design phase. The engineering of segment two will include the design and details for the pipeline and roadway crossings including the design of one trenchless crossing at River Road. Design will include pipe fittings, and a level B utility conflict and resolution. J-U-B will coordinate with other consultants on the design of the connections to the bounding segments and pump station.

SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 2, are the responsibility of CLIENT. **J-U-B is estimating that 85, 22in x 34in sheets will be required with plan view scale at 1" = 20'.**

A. Task 000: Project Management

1. Subtask 000: Project Admin General
 - a. Kahua Project Management Platform Training
 - b. Project Invoice Preparation and Submittal Training
 - c. Right of Way Acquisition Training
 - d. Project Partnering Training
 - e. Coordinate QA/QC Processes
 - f. Ongoing Document Handling and Filing, Sharepoint
2. Subtask 010: Financial Setup
 - a. Set up project in J-U-B's financial and record keeping system
3. Subtask 020: Invoicing
 - a. Provide monthly invoice and budget status report on 10th of each month
4. Subtask 030: Client Progress Reports
 - a. Monthly schedule updates
5. Subtask 040: Scope/Schedule/Budget Management
 - a. Regularly monitor project status, budget, and schedule
6. Subtask 050: Subconsultant Management
 - a. Communicate and coordinate with J-U-B Subconsultants
 - b. Communicate and coordinate with WCWCD survey consultant
 - c. Communicate and coordinate with WCWCD geotechnical consultant
 - d. Communicate and coordinate with WCWCD hydraulic/modeling consultant
 - e. Communicate and coordinate with WCWCD cathodic protection consultant

B. Task 010: Internal Meetings

1. Subtask 000: Internal Meetings General
 - a. Internal coordination meetings
2. Subtask 010: Kickoff Meeting
 - a. Kickoff meeting – internal
3. Subtask 020: Team Coordination Meetings
 - a. Weekly progress meetings – internal

C. Task 020: External Meetings

1. Subtask 000: External Meetings General
 - a. WCWCD – All selected consultants meetings
 - b. Meetings with WCWCD surveyor consultant
 - c. Meetings with WCWCD geotechnical consultant
 - d. Meetings with WCWCD hydraulic/modeling Consultant
 - e. Meetings with WCWCD cathodic protection consultant
 - f. Meetings with WCWCD easement/land acquisition consultant
 - g. Meetings with WCWCD environmental/permitting consultant
 - h. UDOT permit staff monthly coordination meeting
 - i. St George City monthly coordination meetings
 - j. JUC meetings
 - k. CAD/BIM kickoff meeting
2. Subtask 010: Kickoff Meeting
 - a. WCWCD kickoff meeting
3. Subtask 020: Concept Review
 - a. Preliminary design milestone review and workshop with client and BOR
4. Subtask 030: 30% Review
 - a. 30% design milestone review and workshop with client and BOR

5. Subtask 040: 60% Review
 - a. 60% design milestone review and workshop with client and BOR
6. Subtask 050: 90% Review
 - a. 90% design milestone review and workshop with client and BOR
7. Subtask 060: Final Review
 - a. Issue for construction (IFC) final review

D. Task 030: QA/QC

1. Subtask 000: Preliminary Design:
 - a. Preliminary internal review
 - b. Preliminary review certification form
2. Subtask 010: 30% Design
 - a. 30% Internal review
 - b. 30% Review certification form
3. Subtask 020: 60% Design
 - a. 60% Internal review
 - b. 60% Review certification form
4. Subtask 030: 90% Design
 - a. 90% Internal review
 - b. 90% Review certification form
5. Subtask 040: Issue for Construction (IFC) Final Review
Final Internal Review

E. Task 040: Topographic Survey and Control

1. Subtask 000: Initial Survey Provided by WCWCD
 - a. Bring survey into Civil3D
 - b. Review initial survey
2. Subtask 010: Additional Survey Requests to WCWCD Surveyor (30%, 60%, 90%)
 - a. Identify additional survey requirements
 - b. Prepare survey requests
 - c. Bring additional surveys into Civil3D
 - d. Review additional surveys

F. Task 050: Geotechnical Investigation and Recommendations

1. Subtask 000: Initial Geotechnical Information Provided by WCWCD
 - a. Review data and recommendations provided by WCWCD
2. Subtask 010: Additional Geotechnical Requests to WCWCD Consultant (30%,60%,90%)
 - a. Identify additional geotechnical requirements
 - b. Prepare additional geotechnical information requests
 - c. Review additional geotechnical information

G. Task 060: Hydraulic/Modeling Design and Results

1. Subtask 000: Initial Hydraulic/Modeling Design and Results Provided by WCWCD
 - a. Review design and model prepared by WCWCD
2. Subtask 010: Coordinate Hydraulic Design Changes (30%, 60%, 90%)
 - a. Identify hydraulic design changes
 - b. Coordinate with WCWCD Hydraulic Consultant for new Model Results
 - c. Review changes in hydraulic model results

H. Task 070: Cathodic Protection Requirements

1. Subtask 000: Initial Cathodic Protection Design and Requirements Provided by WCWCD
 - a. Review initial cathodic protection design and requirements provided by WCWCD
2. Subtask 010: Cathodic Protection Design Changes (30%, 60%, 90%)
 - a. Identify changes that affect cathodic protection
 - b. Coordinate with WCWCD cathodic protection consultant on changes
 - c. Review cathodic protection design and requirement changes

I. Task 080: UDOT Coordination and Permitting – (PLACE HOLDER, no fees have been estimated for this task at this time.)

1. Subtask 000: Preliminary Design Coordination
 - a. Obtain UDOT plans along SR-7
 - b. Identify unique geotech/environmental/design standards UDOT will require in ROW
 - c. Assist WCWCD with Statewide Utility License Agreement (SULA) for pipeline on state property
 - d. Assist WCWCD with preparation of encroachment permit for future contractor to construct in UDOT ROW
2. Subtask 010: Prepare and Submit Plan Sets to UDOT (Preliminary, 30%, 60%, 90%)
 - a. UDOT Preliminary plan set
 - b. UDOT 30% plan set
 - c. UDOT 60% plan set
 - d. UDOT 90% plan set
3. Subtask 020: Coordinate with UDOT R4 Permit Staff on Required Submittals/Reviews/Approvals
 - a. Crossing Desert Color Parkway near SR-7 overpass bridge – open cut or trenchless
 - b. Crossing NB ramps at Desert Color Parkway – trenchless
 - c. Crossing River Road if alignment is adjusted and affects SR-7 Ramp

J. Task 090: St George City Coordination and Permitting

1. Subtask 000: Preliminary Design Coordination
 - a. Obtain plans: Desert Color Parkway, and River Road at crossings; White Dome DR; Private Developments
 - b. Identify unique Geotech/environmental/design standards City will require
 - c. Assist WCWCD with St George City encroachment permits
2. Subtask 010: Prepare and Submit Plan Sets to St. George City (Preliminary, 30%, 60%, 90%)
 - a. St George preliminary plan set
 - b. St George 30% plan set
 - c. St George 60% plan set
 - d. St George 90% plan set
3. Subtask 020: Coordinate with St George City Permit Staff on Required Submittals/Reviews/Approvals
 - a. Crossing Desert Color Parkway
 - b. Pipe installation along and crossing River Road
 - c. Pipe installation in White Dome Drive
 - d. Pipe installation in future City streets east of White Dome Drive

K. Task 100: CAD/BIM Management

1. Subtask 000: Setup, Licensing, and Support
 - a. Entitlements to work in ACC LOD300 or LOD 350
 - b. CAD System setup and access for users
 - c. J-U-B CAD Team technical support

L. Task 110: Preliminary Design Phase

1. Subtask 000: Obtain and Review Information Provided by WCWCD & Design Standards
 - a. Design Engineering Guidelines
 - b. Design Data Collection Guidelines
 - c. Determine Applicable Standards
 - d. Specifications
2. Subtask 010: Preliminary Research and Fieldwork
 - a. Perform site assessment along segment 2 alignment
 - b. Research and verify existing utilities – Level C&D
 - c. Gather environmental data sufficient for EA
 - d. Coordinate with WCWCD Environmental Consultant
3. Subtask 020: Preliminary Design
 - a. Prepare Preliminary sheets
 - b. Create Plan and Profile Sheets
 - c. Design 36" piping and grades
 - d. Design conceptual bedding/paving requirements
 - e. Prepare preliminary design report
 - f. Prepare preliminary materials list and EOPCC

M. Task 120: 30% Design Phase

1. Subtask 000: 30% Technical Data
 - a. List and provide technical design criteria
 - b. List and provide design codes
 - c. Prepare specifications table of contents
 - d. Subsurface Utility Engineering (SUE) - J-U-B Subcontractor (Level D provided; go to Level B)
 - e. Identify crossings agreement/easements/land requirements and provide 30% plans to WCWCD Easement/Land Acquisition Consultant
2. Subtask 010: 30% Alignment
 - a. Refine alignment
3. Subtask 020: 30% Utilities
 - a. Utility conflicts
 - b. Utility rerouting
 - c. Prepare utility interruption Schedule
4. Subtask 030: 30% Site Civils
 - a. Plan and profile
 - b. Access road layout
 - c. Site basemap
 - d. grading plan/drainage
 - e. Stormwater management/flood protection
 - f. Dewatering plan if perched aquifer, or unforeseen water table encountered
 - g. Surface restoration
 - h. Excavation/pipe bedding/backfill
 - i. cut and fill quantities
 - j. Define Right-of-way (ROW)
5. Subtask 040: 30% Specialty Design
 - a. Trenchless design
 - b. Structural design - seismic/thrust/hydrostatic
 - c. Hydraulic - fixtures/valves/air relief/vacuum/Model validation/pipe size validation
6. Subtask 050: 30% Sheets
 - a. Details
 - b. Refine all sheets for 30%
7. Subtask 060: 30% Cost Estimating

- a. Refine materials list
- b. Prepare 30% EOPCC
- 8. Subtask 070: 30% Basis of Design (BOD) Report
 - a. Prepare Basis of Design Report

N. Task 130: 60% Design Phase

- 1. Subtask 000: 60% Technical Data
 - a. Prepare geotechnical specifications
 - b. Prepare all specifications
 - c. Submit regulatory permitting requirements
 - d. Identify crossings agreement/easements/land requirements and provide 30% plans to WCWCD Easement/Land Acquisition Consultant
- 2. Subtask 010: 60% Complete Utilities
 - a. Utility conflicts
 - b. Utility rerouting
 - c. Prepare utility interruptions Schedule
- 3. Subtask 020: 60% Complete Site Civils
 - a. Plan and profile
 - b. Access road layout
 - c. Site basemap
 - d. grading plan/drainage
 - e. Stormwater management/flood protection
 - f. Dewatering plan if perched aquifer, or unforeseen water table encountered
 - g. Surface restoration
 - h. Excavation/pipe bedding/backfill
 - i. cut and fill quantities
- 4. Subtask 030: 60% Complete Specialty Design
 - a. Trenchless design
 - b. Structural design - seismic/thrust/hydrostatic
 - c. Hydraulic - fixtures/valves/air relief/vacuum/Model validation/pipe size validation
- 5. Subtask 040: 60% Sheets
 - a. Details
 - b. Refine all sheets for 60%
- 6. Subtask 050: 60% Cost Estimating
 - a. Refine materials list
 - b. Prepare 60% EOPCC
- 7. Subtask 060: 60% Basis of Design (BOD) Report
 - a. Prepare Basis of Design Report

O. Task 140: 90% Design Phase

- 1. Subtask 000: 90% Technical Data
 - a. Finalize geotechnical specifications
 - b. Finalize all specifications
 - c. Prepare project sequencing plan
 - d. Prepare startup/training/commissioning plan
 - e. Prepare buried pipe/valve/fixture schedule
- 2. Subtask 010: 90% Final Utilities
 - a. Finalize Utility conflicts
 - b. Finalize Utility rerouting
 - c. Finalize utility interruptions Schedule
- 3. Subtask 020: 90% Final Site Civils

- a. Plan and profile
 - b. Access road layout
 - c. Site basemap
 - d. Grading plan/drainage
 - e. Stormwater management/flood protection
 - f. Dewatering plan if perched aquifer, or unforeseen water table encountered
 - g. Surface restoration
 - h. Excavation/pipe bedding/backfill
 - i. Cut and fill quantities
- 4. Subtask 030: 90% Final Specialty Design
 - a. Trenchless design
 - b. Structural design - seismic/thrust/hydrostatic
 - c. Hydraulic - fixtures/valves/air relief/vacuum/Model validation/pipe size validation
 - 5. Subtask 040: 90% Sheets
 - a. Finalize Details
 - b. Finalize all sheets for 90%
 - 6. Subtask 050: 90% Cost Estimating
 - a. Refine materials list
 - b. Prepare 90% EOPCC
 - c. Identify long lead and early procurement needs for construction
 - 7. Subtask 060: 90% Basis of Design (BOD) Report
 - a. Prepare Basis of Design Report

P. Task 150: Issues for Construction (IFC) Phase

- 1. Subtask 000: IFC Technical Data
 - a. Final specifications
 - b. Final project sequencing plan
 - c. Final startup/training/commissioning plan
 - d. Prepare buried pipe/valve/fixture schedule
 - e. Regulatory agencies acceptance of final documents
- 2. Subtask 010: IFC Utilities
 - a. Final Utility conflicts
 - b. Final Utility rerouting
 - c. Final utility interruptions Schedule
- 3. Subtask 020: IFC Site Civils
 - a. Final plan and profile
 - b. Final access road layout
 - c. Final Site basemap
 - d. Final grading plan/drainage
 - e. Final stormwater management/flood protection
 - f. Final dewatering plan if perched aquifer, or unforeseen water table encountered
 - g. Final surface restoration
 - h. Final excavation/pipe bedding/backfill
 - i. Final cut and fill quantities
- 4. Subtask 030: IFC Final Specialty Design
 - a. Final Trenchless design
 - b. Final Structural design - seismic/thrust/hydrostatic
 - c. Final Hydraulic - fixtures/valves/air relief/vacuum/Model validation/pipe size validation
- 5. Subtask 040: IFC Sheets
 - a. Final Details
 - b. Final sheets

6. Subtask 050: IFC Cost Estimating
 - a. Final materials list
 - b. Final EOPCC
7. Subtask 060: IFC Basis of Design (BOD) Report
 - a. Final Basis of Design Report

Q. Task 160: Construction Support

1. Subtask 000: Construction Bidding
 - a. Assist with Bid Documents
 - b. RFI Responses
 - c. Bid Review Support

R. Task 170: Project Closeout

1. Subtask 000: Project Closeout General
 - a. Financial Close Out
 - b. Contract Closeout
2. Subtask 010: Archiving
 - a. Document Preparation

S. Task 180: Expenses

1. Mileage
2. Survey Equipment
3. Per Diem
4. Lodging

PART 2 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 1 that may be required for the project including, but not limited to:

1. Geotechnical Services
2. Survey Services including level D Utility data
3. Hydraulic Model and Modeling Services
4. Cathodic Protection Services
5. Environmental Permitting
6. CAD Standards
7. Design Engineering Guidelines
8. Standard Specifications

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Expansion in the project scope including changes in the segment two alignment
2. Additional trenchless design
3. Environmental evaluation or clearances
4. Coordination with Papparazzi, UDOT, State of Utah, and any other agencies/organizations required for segment 2 alternative alignment
5. Change Order Administration
6. Additional project management
7. Additional meetings and coordination

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.05.
 - c. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated cost loaded schedule for the services identified in PART 1.

Task Number	Task Name	Fee Type	Amount	Anticipated Cost Loaded Schedule (Project Duration ~9 months)
000	Project Management		\$61,500	\$6,833 per month; month 1 through month 9
010	Internal Meetings		\$41,200	\$4,578 per month; month 1 through month 9
020	External Meetings		\$28,600	\$3,178 per month; month 1 through month 9
030	QA/QC		\$31,600	\$3,511 per month; month 1 through month 9
040	Topographic Survey and Control		\$17,500	\$2,917 per month; month 1 through month 6
050	Geotechnical Investigation and Recommendations		\$8,600	\$1,433 per month; month 1 through month 6
060	Hydraulic/Modeling Design and Results		\$20,300	\$4,060 per month; month 4 through month 8
070	Cathodic Protection Requirements		\$10,800	\$2,160 per month; month 4 through month 8
080	UDOT Coordination and Permitting		\$0.00	Place Holder

090	St. George City Coordination and Permitting		\$35,400	\$7,080 per month; month 4 through month 8
100	CAD/BIM Management		\$25,300	\$2,811 per month; month 1 through month 9
110	Preliminary Design Phase		\$90,100	\$45,050 per month; month 1 through month 2
120	30% Design Phase		\$314,500	\$104,833 per month; month 3 through month 5
130	60% Design Phase		\$180,300	\$90,150 per month; month 6 through month 7
140	90% Design Phase		\$122,800	\$122,800 in Month 8
150	Issue for Construction (IFC) Phase		\$73,600	\$73,600 in Month 9
160	ESDC		\$117,000	\$117,000 after Month 9
170	Project Closeout		\$17,300	\$17,300 after Month 9
180	Expenses	Place Holder	\$0.00	Place Holder
Total:			\$1,196,400	

PART 4 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, document editing and AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- None

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: Gov-Other

R&D: Yes

DISCIPLINE: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Water Supply/Distribution (W03)

J-U-B ENGINEERS, Inc. ■ 2026 Rate Table

Billing Code	Labor Category	Hourly Rate
103	Administrative Assistant - Lead	\$83
200	Survey Technician	\$106
202	Survey Technician - Lead	\$140
204	Survey Technician - Senior	\$166
210	Assistant Surveyor	\$134
212	Assistant Surveyor - Lead	\$153
214	Professional Land Surveyor	\$185
216	PLS - Lead	\$205
218	PLS - Senior	\$233
220	PLS - Discipline Lead	\$251
236	CAD Designer - Senior	\$183
240	Project Designer	\$150
242	Project Designer - Lead	\$172
244	Project Engineer I	\$191
245	Project Engineer II	\$210
246	Project Engineer - Lead	\$223
248	Project Engineer - Senior	\$254
250	Project Engineer - Discipline Lead	\$268
274	Construction Manager - Senior	\$238
306	Planner - Senior	\$229
316	Environmental Specialist - Senior	\$235
329	TLG Discipline Lead Senior	\$286
330	GIS Technician	\$114
332	GIS Analyst	\$139
352	Landscape Architect	\$154
354	Landscape Architect - Lead	\$173
356	Landscape Architect - Senior	\$206
402	Project Manager	\$239
404	Program Manager	\$261
406	Program Manager - Lead	\$276

- 1) Rates subject to change on a yearly basis.
- 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.
- 3) A five percent markup will be applied to Subconsultant fees.

WCWCD Segment 2 Pipeline - Cost Loaded Schedule - 2/18/26

Months	1	2	3	4	5	6	7	8	9
1 thru 9	\$20,911.00	\$20,911.00	\$20,911.00	\$20,911.00	\$20,911.00	\$20,911.00	\$20,911.00	\$20,911.00	\$20,911.00
1 thru 6	\$4,350.00	\$4,350.00	\$4,350.00	\$4,350.00	\$4,350.00	\$4,350.00			
4 thru 8				\$13,300.00	\$13,300.00	\$13,300.00	\$13,300.00	\$13,300.00	
1 thru 2	\$45,051.00	\$45,051.00							
3 thru 5			\$104,833.00	\$104,833.00	\$104,833.00				
6 thru 7						\$90,150.00	\$90,150.00		
Month 8								\$122,800.00	
Month 9									\$73,600.00
After Month 9									\$134,300.00
Monthly Total	\$70,312.00	\$70,312.00	\$130,094.00	\$143,394.00	\$143,394.00	\$128,711.00	\$124,361.00	\$157,011.00	\$94,511.00
Cum. Total	\$70,312.00	\$140,624.00	\$270,718.00	\$414,112.00	\$557,506.00	\$686,217.00	\$810,578.00	\$967,589.00	\$1,062,100.00
Design Phases					30%		60%	90%	IFC
Total Fee Estimate including ESDC and Close out:									\$1,196,400.00

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE
BASES OF FE ESTIMATE



Project Title: Client: WWCSD Segment 2 Pipeline, WWCSD
 Project Number: RP-25-XXXXX
 Prepared By: SF

The Number	Task/Activity Name / Activity Description	Project Engineer - Lead	Smith, Coban	Wilson, Bryce	Fraser, Jonathan	Bilal, Waqar	Brismar, Sean	Neumar, Corne	Cubing, Jason	Poguthe, Jordan	Davidson, Whitney	Hoover, Kyla	Karim, Travis	Burns, Jeremy	Ernst, Neil	Hale, Adam	Moak, Derek	Adams, David	Atkins, Lindsey
130	Prepare 90% EOPCC Contingency	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140	60% Basis of Design (BOD) Report Prepare Basis of Design Report Contingency	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140	90% Design Phase Finalize geotechnical specifications Finalize all specifications Prepare project sequencing plans Prepare start-up/training/commissioning plan Prepare handover plan/turnover schedule	13	28	34	40	54	103	100	36	15	17	26	17	0	0	0	0	0	0
140	90% Final Utility Finalize utility routing Finalize utility interventions Finalize utility interventions Schedule Contingency	4	0	20	24	4	28	2	0	4	4	4	4	0	0	0	0	0	0
140	90% Final Site Civils Plan and profile Access road layout Site landscaping Grading plan/drainage Stormwater management/food protection Flowrouting plan if perched aquifer, or unconfined water table encountered Soil erosion control plan Excavation/bank stabilization Cut and fill quantities	0	10	0	0	0	20	20	0	0	0	0	0	0	0	0	0	0	0
140	90% Final Specific Design Trenchless design Structural design - seismic/hydraulic/dynamic Hydraulic - future/valve/air relief/accum/boiler violation/pipe size validation Contingency	0	0	0	16	9	0	0	0	15	9	18	0	0	0	0	0	0	0
140	90% Sheets Finalize details Finalize all sheets for 90% Contingency	0	0	0	0	0	4	4	0	0	0	0	4	4	0	0	0	0	0
140	90% Cost Estimating Refine materials list Prepare 90% EOPCC Identify long lead and early procurement needs for construction Contingency	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
140	90% Basis of Design (BOD) Report Prepare Basis of Design Report Contingency	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
150	Issue For Construction (IFC) Phase Final specifications Final procurement plan Final start-up/training/commissioning plan Final handover plan/turnover schedule Prepare based plan/turnover documents Regulatory agencies acceptance of final documents Final utility conflicts Final utility routing Final utility interventions Schedule Contingency	13	8	5	17	24	106	98	18	17	13	17	17	0	0	0	0	0	0
150	IFC Technical Data Final specifications Final procurement plan Final start-up/training/commissioning plan Final handover plan/turnover schedule Prepare based plan/turnover documents Regulatory agencies acceptance of final documents Final utility conflicts Final utility routing Final utility interventions Schedule Contingency	4	4	0	12	0	4	0	0	8	0	4	4	0	0	0	0	0	0
150	IFC Utilities Final plan and profile Final score road report Final geotechnical report Final grading plan/drainage Final stormwater management/food protection Final flowrouting plan if perched aquifer, or unconfined water table encountered Final surface restoration	0	0	0	0	20	72	72	0	0	0	0	9	0	0	0	0	0	0

EXHIBIT L-X: WORK BREAKDOWN STRUCTURE
BASES OF FEE ESTIMATE



Project Title: Client: WQVCD Segment 2 Pipeline, WQVCD
 Project Number: RP-25-XXXXX
 Prepared By: SF

The Job Number	Task/Job/Item Name / Activity Description	Firm - Scott	Smith, Coban	Wilson, Bryce	Fraser, Jonathan	Billon, Weston	Strimack, Sean	Neumar, Corinne	Cubing, Jason	Pugh, Jordan	Davidson, Whitney	Hoover, Kyla	Karim, Travis	Burns, Jeremy	Prater, Neil	Hale, Adam	Wink, Derek	Adams, David	Attkin, Lindsey	
		Project Engineer - 100%	Project Engineer - 100%	Program Manager - 100%	Project Engineer - 100%	Project Engineer - 100%	Project Engineer - 100%	Project Engineer - 100%	Project Engineer - 100%	Project Engineer - 100%	Project Engineer - 100%	Project Engineer - 100%	Program Manager - 100%	GIS Designer - 100%	GIS Designer - 100%	Programmer - Senior	GIS Designer - 100%	GIS Designer - 100%	GIS Designer - 100%	
	Final record drawings/submitals																			
	Final air and tie quantities																			
	Contingency																			
150	000	0	0	0	5	0	0	0	0	9	9	9	0	0	0	0	0	0	0	0
	Final Trenchless Design																			
	Final Structural design - systems/thermo/hydraulic				5															
	Final Hydraulic - fixtures/values for meter/maximum/minimum validation/gas use validation																			
150	000	0	0	0	0	4	4	0	18	0	4	4	4	0	0	0	0	0	0	0
	IFCSheets																			
	Final Details																			
	Final sheets																			
	Contingency																			
150	000	0	0	5	0	0	18	18	0	0	0	0	0	0	0	14	0	0	0	0
	Final record drawings/submitals																			
	Final EPCCC			5			9	9												
	Contingency																			
150	000	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	IFC Basis of Design (BOD) Report																			
	Final Basis of Design Report																			
	Contingency																			
160	000	255	0	0	100	0	0	0	0	100	0	0	0	0	0	0	0	0	0	0
	Engineering Services During Construction (ESDC)																			
	EDC General																			
	RFIs and Change Orders																			
	Review and Response for Submittals/Shop Drawings																			
	Weekly Construction Meetings Attendance																			
	Preconstruction Meeting Attendance																			
	Meetings																			
	Start-up and Commissioning																			
	Project UAT Walk Through																			
	Response to Miscellaneous Support Requests from District via Phone or Email																			
	Contingency																			
170	000	22	17	11	0	0	9	0	18	0	0	0	0	0	0	0	0	0	0	0
	Project Closeout																			
	Financial Closeout																			
	Financial Closeout																			
	Contract Closeout																			
	Contingency																			
170	000	0	0	0	0	0	9	0	18	0	0	0	0	0	0	0	0	0	0	0
	Archiving																			
	Document Preparation																			
	Contingency																			
	Expenses																			
180	000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Misses																			
	Survey Equipment																			
	Per Diem																			
	Logging																			
	Contingency																			
	Total Hours	635	336	186	446	390	1064	832	388	313	107	142	231	70	135	84	17	17	17	17
	Total Costs	\$163,300	\$79,400	\$51,300	\$119,500	\$87,700	\$188,000	\$124,800	\$71,000	\$78,500	\$20,400	\$28,800	\$68,500	\$12,800	\$14,000	\$18,700	\$1,100	\$1,100	\$1,100	\$1,400

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Engineer shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Engineer and all of Engineer’s sub-contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Engineer’s Sub-Contractor’s shall furnish District with certificates of insurance and with original endorsements effecting coverage required

by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

ENGINEER AGREEMENT
(SGRF to Reuse Forebay – Segment 3 Project)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and Sunrise Engineering, a Utah corporation (Engineer) digitally sign the Agreement via the District's project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage an engineer to provide engineering services for the Regional Reuse Purification System; and

WHEREAS, the Engineer has submitted a statement of qualifications and has been selected to perform engineering services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Description of Services.

The Engineer will perform the services described in the Proposed Scope of Work (Exhibit A) in accordance with the applicable professional standards of care, in a reasonably timely, efficient, and professional manner, in accordance with this Agreement and in consultation with the District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of Engineer, and any sub-contractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to the providing the services provided under this Agreement. Upon submitting a request for payment for services, the Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders;
- e. Submitting or responding to requests for information (RFIs);
- f. Executing contracts and contract amendments;
- g. Creating and managing submittal items or packages;
- h. Creating and scheduling meetings, creating agendas, and tracking agenda items;
- i. Tracking permits;
- j. Tracking completion of checklists;
- k. Entering and updating budget information;
- l. Importing, updating and tracking schedules;
- m. Creating daily reports;
- n. Creating field observations and tracking assignments;
- o. Documenting inspections;
- p. Creating and managing punch lists;
- q. Managing procurement activities;
- r. Creating and managing field inspections and assigning action items; and
- s. Completing other tasks or actions required by the Agreement and requested by the District.

Engineer agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Engineer in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Engineer through Kahua. The Engineer will only invoice actual accrued costs. The District will remit payment to the Engineer within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Engineer that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, withhold ten percent (10%) of any amount due if, due to the fault of the Engineer, the work is not satisfactory to the District or if the work falls behind schedule, which amount(s) withheld will be disbursed to the Engineer within 30 days of the Engineer rectifying the cause for withholding to the District's satisfaction. The District may also, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Engineer shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

d. Proposed Changes to Cost Estimate

During the term of this Agreement the Engineer may submit for the District's review any suggested changes to the Fee Proposal, including, but not limited to, changes in the personnel, rates, and expenses. Proposed changes must be submitted through Kahua. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 180 days prior to the beginning of a new District fiscal year. The District's fiscal year is from January 1 through December 31. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to work or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach an agreement on proposed changes either party may terminate this Agreement. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete work.

5. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system software platform, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Engineer in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Engineer may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Engineer for the Engineer to perform its work is very security sensitive. The Engineer will strictly comply with District written security protocols provided by the District to the Engineer and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Engineer in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Engineer will be immediately complied with by the Engineer. The Engineer will notify the District immediately if the Engineer has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Engineer shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Engineer's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Engineer shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Engineer to disclose information other than as is set forth in this section, prior to doing so, the Engineer shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Engineer shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Engineer shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Engineer by the District. The Engineer shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Engineer.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Engineer shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Engineer agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the subcontractor were the Engineer referred to herein. The Engineer is responsible for contract performance whether or not subcontractors are used. The Engineer shall submit the name of each subcontractor which the Engineer intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Record Keeping, Audits, and Inspections. The Engineer and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Engineer shall make available for audit and inspection all such records relating to Agreement services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Engineer until disposition has been made of such disputes, litigation, claims, or exceptions.

7. Completeness and Accuracy. The Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement. The Engineer shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Engineer shall correct all errors or omissions at its own expense. This provision is not intended to prevent the Engineer from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Engineer.

8. Indemnification and Insurance. In no event will any fault of the Engineer or its employees, subcontractors, or suppliers be reapportioned to the District or its officers, trustees, or employees. The Engineer will indemnify and hold the District and its officers, trustees, or employees harmless from any such reapportionment of fault.

Consistent with Utah Code Annotated Section 63G-6a-1203, the Engineer will indemnify the District and its respective officers, trustees, or employees from any claim of third parties to the extent caused by the Engineer's breach of this Agreement or by the negligence or other fault of the Engineer, or its employees, subcontractors, or suppliers. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, trustees, and employees with indemnity to the greatest extent allowed by law. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Engineer that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, withhold final payment under the Agreement until receipt of all final reports and deliverables.
- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.
- c. Waiver of Claims. Prior to acceptance of final payment, the Engineer shall submit in writing to the District any known claim that the Engineer or any of the Engineer's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Engineer will constitute a waiver of any such claim other than

those claims previously made in writing and submitted to the District. The Engineer shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Engineer, whether known or unknown at the time such payment is made.

10. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to four successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

11. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

12. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Engineer in writing. Immediately upon receipt of such notice, the Engineer shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Engineer shall document its services through the termination date and submit such documentation to the District for its evaluation. The Engineer shall receive compensation for services performed up through the date of termination or abandonment.

13. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Engineer certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Engineer agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. The Engineer agrees to notify the District in writing if it begins engaging in an economic boycott.
- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

14. Rights and Obligations.

- a. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Engineer under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon the Engineer's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

15. Disputes.

- a. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.
- b. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.
- c. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

16. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

17. Execution.

- a. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
- b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
- d. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

18. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.
- d. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.
- e. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:
 - i. The remainder of this Agreement shall be considered valid and operative, and,
 - ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.
- f. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

19. Compliance with other contracts. The Engineer shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement. When providing engineering services regarding construction projects on behalf of the District, Engineer shall comply with all applicable terms of construction contracts entered into by the District related to the Engineer's services.

20. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth Judicial District Court for Washington County, State of Utah.

21. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Engineer through the District's project delivery system Kahua, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. TRINITY STOUT, REUSE PROJECT MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

SUNRISE ENGINEERING
ATTN. JOE PHILLIPS
11 NORTH 300 WEST
WASHINGTON, UTAH 84780

22. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A – Scope of Work and Fee Proposal
Exhibit B – Insurance Requirements

SCOPE OF WORK AND FEE PROPOSAL

February 18, 2026

Bob Lamoreaux, P.E., M. ASCE
Supporting Project Manager
Washington County Water Conservancy District
533 East Waterworks Drive
St. George, UT 84770

Subject: Engineering Services Fee Proposal for WCWCD Reuse Transmission Line – Segment 3 Design & Permitting

Dear Mr. Lamoreaux,

Sunrise Engineering, LLC (Engineer) is pleased to submit this engineering services fee proposal for the project referenced above. We are appreciative of our ongoing work with Washington County Water Conservancy District (District) and look forward to working with you to bring this project to fruition. **Please note that modifications or highlights addressing District's January 22, 2026, letter requesting clarification are highlighted in blue text and modifications addressing District's February 12, 2026, letter are highlighted in green text throughout the body of this proposal.**

1. BACKGROUND INFORMATION

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

1. Project Name: **WCWCD Reuse Transmission Line – Segment 3 Design & Permitting**
2. Type of Facility: **Secondary Water (reuse water from St. George City Water Reclamation Facility)**
3. Size of Facility: **Approximately 36,000 feet of 36" Ductile Iron Pipe**
4. Facility Location: **St. George City/Washington City, Washington County, Utah**
5. Summary of Improvements: **Approximately 36,000 linear feet of 36" Ductile Iron Pipe with one major wash crossing and appurtenant valves, air vacs, surface restoration, and miscellaneous fittings and tie-ins. (see attached Preliminary Project Exhibit)**
6. Preliminary Construction Estimate: **\$35.5M (see attached Preliminary Opinion of Cost)**
7. **Preliminary Construction Duration: 365 Calendar Days**
8. Funding Sources: **United States Bureau of Reclamation Large-Scale Water Recycling Program (Funding Opportunity No. R23AS00433), Washington County Water Conservancy District Impact Fees**
9. Relevant Studies, Reports, Plans: **Regional Reuse System Preliminary Design Report, Design Deliverable Requirements-v2-11212025**
10. Design CAD Standards: **Both District and Engineer's standards will be used.**
11. Design Code Standards: **District Engineering & Design Standards**
12. Bidding & Contract Documents: **District's Bidding & Contract Documents**
13. Construction General Conditions: **District's Construction General Conditions**
14. Project Specifications: **District's Engineering & Design Standards**
15. Anticipated Drawing Contents: **General Sheets, Demolition Plan, Site Plan, Grading Plan, Plan & Profile Sheets, Detail Sheets.**
16. Anticipated Design Schedule: **June 2026 through July 2027 (see attached Preliminary Project Schedule)**

17. Expected Construction Start: Q4 2027
18. Number of Prime Construction Contracts: One
19. Owner-Engineer Base Agreement: District's Standard-Form Professional Services Agreement
20. Project Assumptions: The following assumptions are applicable to the basis of this proposal.
 - a) The project delivery method will be design-bid-build.
 - b) The project alignment crosses multiple minor drainages and small washes; Ft. Pierce Wash is the only wash crossing for which a scour analysis and stream alteration permit will be required.
 - c) The following standard information will be provided to Engineer by District (Engineer will use District's provided Design Engineering Guidelines and Specifications).
 - i) Standard Title Block
 - ii) Standard CAD Template
 - iii) Standard Details for Reuse Program Projects
 - iv) Etc.
 - d) Topographical survey and parcel maps will be provided to Engineer by District.
 - e) Easement and right-of-way (ROW) work will be performed by District. Engineer will provide pipeline offsets to District for the performance of any necessary easement or ROW work.
 - f) Geotechnical services will be provided to Engineer by District. Engineer will provide District with locations and objectives for needed geotechnical services.
 - g) Cost estimations will be provided by District; Engineer will submit bid items and quantities to District for cost estimation purposes.
 - h) AutoCAD version 2026 will be used for the project.
 - i) District has already completed the BOR 10% deliverables. Engineer will not need to complete the 10% BOR deliverables for the project.
 - j) Cathodic protection design and details will be provided by District. Engineer will include District-provided details in construction drawings prepared by Engineer.
 - k) Project alignment will largely follow the same alignment as presented in the Regional Reuse System Preliminary Design Report, Design Deliverable Requirements-v2-11212025. The report does not show any vaults or borings for Segment 3. This scope assumes vaults and borings will not be designed for this segment.
 - l) The Utah Geological Hazards Map shows a mapped fault that runs near the Segment 3 alignment but does not cross it. This proposal assumes a fault study will not be needed for Segment 3.
 - m) District will host Autodesk Construction Cloud for Engineer's use.
 - n) Blue Beam .pdf software will be the primary .pdf software used for this project.
 - o) District, through other consultant(s), has modeled the system improvements, will continue to operate the network hydraulic model, and will provide Engineer with design flow criteria where required.
 - p) Potholing will be provided by District at critical utility crossings.
 - q) We anticipate the plans will consist of approximately 132 total sheets. Plan and profile sheets will be developed at a 1"=20' scale (1"=40' on 11x17) with possible exceptions where appropriate for clarity.
 - r) A cost-loaded schedule is provided as an attachment to this proposal (see attached Time Distribution of Costs).
21. Known Project Limitations: Details, templates, and standards are still being developed by District and will be provided to Engineer at a later date. Environmental work for the alignments is still ongoing; final environmental results may alter the preliminary project alignment.
22. Other Pertinent Information: The District is working on a region-wide reuse project known as the Washington County Regional Re-Use Program. The District has broken the regional project into individual segments. This proposal is specific to Segment 3 of the re-use regional project; the segment extends from Desert Color to the Washington Fields Road and Iron Horse Drive intersection (see Preliminary Project Exhibit). The District has the flexibility to bid multiple segments as one construction project. The timeline on the segments may vary and construction timelines for different segments may be pushed forward or backward depending on overall project timelines.

2. SCOPE OF SERVICES

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

1. Management of Engineering Services

- a) All phases of Engineer's services will include management of Engineer's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Develop and submit an engineering services schedule.
 - ii) Coordinate services within Engineer's internal team, including subconsultants, if any.
 - iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by Engineer's services or resulting construction.
 - (1) Engineer understands that engineering design services for Segment 2 will be awarded to JUB Engineers.
 - (2) Engineer understands that engineering design services for Segment 4 will be awarded to Alpha Engineering.
 - iv) Prepare and submit regular engineering services progress reports to District.
 - v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to Engineer's services.
 - (1) Implement a project-specific Quality Management Plan (QMP) per the District's Regional Program Design Deliverable requirements.
 - (2) Comply generally with District's *Regional Program: Design Deliverables Requirements*, meeting the general intent thereof.
 - (3) Prepare and update a Risk Register throughout the design period.
 - vi) With respect to Engineer's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with District.
 - vii) Attend 1-hour virtual trainings (both Project Manager and Project Engineer) as follows:
 - (1) Kahua Project Management Platform
 - (2) Project Invoice Preparation and Submittal
 - (3) Right of Way Acquisition
 - (4) CAD/BIM Kickoff (CAD lead will be included in this training session)
 - (5) Project Partnering
 - viii) Prepare agendas prior to and minutes following meetings conducted by Engineer.
- b) Engineer will perform services as an experienced and qualified design professional. The standard of care for all professional engineering and related services performed or furnished by Engineer under this proposal will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- c) Engineer may retain subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable and timely objections by District.
 - i) Subconsultant fees charged to District, if any, shall not include a markup exceeding five percent (5%). See attached Fee Schedule.

2. Alignment Selection

- a) Whereas several potential project alignments for Segment 3 exist, the alignments lie in an area under active planning and development by private property owners, and the alignment near the UDOT ROW has challenging constraints, coordinate with interested parties to determine a final project alignment prior to commencing the 30% design phase.
 - i) Coordinate with developers and/or existing property owners along the proposed project alignment to align the pipeline with existing, planned, and proposed roadways or easements.
 - ii) Coordinate with UDOT to ascertain allowable encroachments in the UDOT ROW.
 - iii) Coordinate with District to ensure environmental, funding, and other requirements are met.
- b) Prepare alternative alignment exhibits for review by interested parties.
- c) With District, select a final alignment for Segment 3.

3. Preliminary Design Phase (30% Design)

- a) Upon authorization by District, Engineer will:
 - i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from District.
 - (1) Based on review and assessment of available information and data, advise District of any need for District to obtain, furnish, or otherwise make available to Engineer additional information.
 - ii) Visit the site as needed to perform the Preliminary Design Phase.
 - iii) Relative to design survey and mapping:
 - (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by District, coordinate with District's utility engineer, utility consultant, or land surveyor for the necessary surveys, mapping, and documentation required for Engineer's design purposes.
 - (2) When surveys, topographic mapping, utility documentation, etc. are to be provided by Engineer, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
 - iv) Relative to above-ground utilities:
 - (1) Review above-ground utilities information obtained from others and from observations at the site.
 - (2) Make recommendations to District regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for Engineer's design purposes.
 - v) Relative to underground facilities:
 - (1) Review underground facilities data furnished by District or others and advise District on the need to further identify, investigate, or map underground facilities at or adjacent to the site.
 - (a) In District's behalf, and with District's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
 - (b) District acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that Engineer, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.
 - vi) Relative to mitigation of utilities conflicts:
 - (1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.
 - (2) Advise District regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies.
 - vii) Prepare a permit summary document that identifies District's permit duties, Engineer's permit duties, and the contractor's permit duties, and the schedule for permitting activities.
 - viii) Relative to preparing bidding/proposal documents and front-end construction contract documents:
 - (1) Review District's instructions regarding its policies for procurement of construction services, instructions regarding advertisements for bids, instructions to bidders, requests for proposals, etc.
 - (2) Review District's construction contract practices and requirements, insurance and bonding requirements, and other information necessary to prepare District's bidding/proposal documents and front-end construction contract documents.
 - (3) Obtain copies of District's standard bidding/proposal documents and front-end construction contract documents, and any other related documents or content for Engineer to include in drafts of the project-specific bidding/proposal documents and front-end construction contract documents.

- (4) Consider the effects of the bidding/proposal documents and front-end construction contract documents on the project design, schedule, and construction, and address as needed in the Preliminary Design Phase deliverables.
- ix) Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:
 - (1) Design Survey and Mapping
 - (a) Topographical mapping, aerial photography, control points, parcel mapping, etc. necessary for Engineer's performance of the Scope of Services and delivery of construction drawings will be provided by District through its survey consultant.
 - (b) Engineer will perform the following Design Survey and Mapping services:
 - (i) Collect survey points sufficient to map existing above-ground utilities and related features within the Segment 3 alignment.
 - (ii) Collect data on existing storm drain, irrigation and wastewater utility flowlines, inverts, and similar features, when elements of such features are visible and accessible.
 - (c) Boundary surveys, record-of-survey maps, parcel tract maps, setting monuments or control points, preparing easement or ROW documents, and similar services are excluded from Engineer's Design Survey and Mapping Scope of Services.
 - (2) Wash Scour Analysis
 - (a) For the Fort Pearce Wash crossing:
 - (i) Utilize a HEC-RAS model to obtain the output data for a scour analysis necessary to inform engineering design of the wash crossing.
 - (ii) Perform a scour analysis for three cross sections and provide design recommendations for the wash crossing.
 - (b) Coordinate with District's project geotechnical engineer for the collection of soil samples and gradation testing, to be performed by District's geotechnical engineer, but necessary to prepare the scour analysis.
 - (3) Potholing Coordination
 - (a) Coordinate with District on critical utility crossing locations for District's third party contractor to pothole.
 - (b) Review potholing results from District.
- x) Prepare a 30% Basis of Design Report summarizing, as appropriate, the Basis of Design Report deliverables identified heretofore and Engineer's findings and recommendations for advancing the project to the Final Design Phase.
 - (1) The Basis of Design Report will be in the format of a summary memorandum with attachments or otherwise organized and assembled for ease and practicality of use.
 - (2) The Basis of Design Report will consider the following matters to the extent applicable to the project:
 - (a) The project concept, intent, performance criteria, desired outcomes, District's design and construction standards, and District-directed improvements and facility elements.
 - (b) Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; constituents of concern; cultural, historical, and archaeological resources at the site; wetlands information; and evaluations of flora and fauna that may be affected by the project.
 - (c) The time schedule for completion of the project and estimated schedule(s) for construction.
 - (d) Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - (e) The impact of project strategies, technologies, and techniques, sustainable features, and enhanced resiliency selected by District for inclusion in the project.

- (f) The impact of schedules and probable construction cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when necessary and authorized by District.
 - (g) Construction phase quality assurance and quality control needs affecting development of drawings and specifications and other final design and bidding phase documents.
 - (h) The effect of permits and authorizations by other entities and utility coordination needs.
 - x) Prepare preliminary drawings representing roughly **30%** design achievement.
 - xii) Prepare a preliminary bid item schedule for District to use in creating a construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by District, assist District in tabulating the various cost categories which comprise the total project costs.
 - xiii) Furnish the Basis of Design Report, preliminary drawings, preliminary bid item schedule, and any other Preliminary Design Phase deliverables to District, review the deliverables with District, and receive District's comments.
 - xiv) Revise the Basis of Design Report , preliminary bid item schedule, preliminary drawings, and any other deliverables in response to District's comments, as appropriate, and submit revised deliverables to District.
 - b) Engineer's services under the Basis of Design Report will be considered complete on the date when Engineer has delivered to District the final Preliminary Design Phase deliverables, as revised.
- 4. Final Design Phase (60%, 90%, and 100% Design)**
- a) After acceptance by District of the Preliminary Design Phase deliverables, issuance by District of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, Engineer and District will discuss, resolve, and document any necessary revisions to Engineer's Scope of Services, compensation, and the time for completion of Engineer's services resulting from such instructions or changes.
 - b) Upon authorization from District, Engineer will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.
 - c) As part of the preparation of the drawings and specifications, Engineer will prepare interim drafts for District's review and final drawings and specifications as follows:
 - i) First Final Design Phase draft of drawings, specifications, and an updated Basis of Design Report, representing approximately **60%** design achievement.
 - ii) Second Final Design Phase draft of drawings, specifications, and updated Basis of Design Report addressing District's comments and including appropriate design advancement, representing approximately **90%** design achievement.
 - iii) Final drawings and specifications (representing **100%** design achievement) that address District's comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final Basis of Design Report.
 - d) Prepare bidding/proposal documents, draft front-end construction contract documents, and other related documents or content.
 - i) Engineer will furnish to District draft bidding/proposal documents and front-end construction contract documents. Following its review, District will transmit to Engineer one coordinated set of comments and revisions to the draft documents.
 - ii) Following receipt of District's comments and revisions, Engineer will prepare final bidding/proposal and front-end construction contract documents for District's use in issuing the project for public bid.
 - e) In preparing the specifications and bidding/proposal and front-end construction contract documents or other documents that are part of Engineer's Scope of Services, Engineer will obtain from District any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and similar considerations, and comply with or account for such constraints in drafting said documents.
 - f) Perform or furnish the following other Final Design Phase services:

- i) Visit the site as needed to assist in preparing the final drawings and specifications.
- ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by District for which contractor will be a co-permittee, together with associated requirements.
- iii) Advise District of recommended adjustments to the opinion of probable construction cost.
- iv) Assist District in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
- v) Review the preliminary schedule for the construction phase and advise District when initial understanding of the construction contract times should be revised.
- g) Furnish for review by District the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, the final Basis of Design Report, and any other Final Design Phase deliverables, and review the deliverables with District.
- h) Revise the Final Design Phase deliverables in response to District's comments, as appropriate, and submit revised deliverables.
- i) Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to District the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, final Basis of Design Report, and any other Final Design Phase deliverables, as revised.

5. Permitting Phase

- a) Concurrent with and following Engineer's provision of the Final Design Phase deliverables, Engineer will prepare and submit on District's behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:
 - i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.
 - ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.
 - iii) **Prepare and file the following permit applications, with required supporting documentation, for permits from or approvals of authorities having jurisdiction:**
 - (1) **St. George City Joint Utility Committee (JUC)**
 - (a) Application for approval to construct the proposed improvements.
 - (2) **Washington City Joint Utility Committee (JUC)**
 - (a) Application for approval to construct the proposed improvements.
 - (3) **UDOT Encroachment Permit**
 - (a) Communicate with UDOT during design development to inform and receive feedback relative to improvements proposed within the state ROW.
 - (i) The construction contractor will be responsible for obtaining the UDOT encroachment permit.
 - (ii) Anticipated encroachments may include areas where the pipeline parallels SR-7 and is located within UDOT ROW.
 - (4) **Utah Division of Water Rights**
 - (a) **Stream Alteration Permit for Ft. Pierce Wash Crossing.**
 - iv) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.
 - (1) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.
 - (2) Confer with District regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.

- v) File on District's behalf revised applications and supporting documents required by authorities having jurisdiction.
- b) District acknowledges that:
 - i) Engineer does not guarantee issuance of any required permit or approval.
 - ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.
- c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of District and will be paid directly by District or, if paid by Engineer, will be reimbursed by District.

6. **Bidding/Proposal Phase**

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

7. **Construction Phase**

- a) After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by District of any instructions for changes in the scope, extent, character, design, schedule, number of prime construction contracts, or other construction requirements of the project during the Construction Phase, Engineer and District will discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation, or the time for completion resulting from such modifications or changes to the project.

- b) Performance by Engineer of all or a portion of the following Construction Phase services depends on District's role and involvement in the Construction Phase work and the degree to which District assigns, requests, or directs services to be performed by Engineer.
 - i) **This proposal assumes Engineer will perform Construction Phase services in a secondary or supporting role to District with District being primarily responsible for the performance of the Construction Phase services described below.**
 - ii) **Construction Phase services (Engineering Services During Construction) requested by District generally include review and response for submittals/shop drawings, RFIs, and change orders, project engineer attendance of weekly construction meetings (virtual or in-person), project engineer attendance (in-person) for the pre-construction meeting, monthly site visits, startup and commissioning, and punch list walk-through.**
 - iii) **Construction inspection or observation services are excluded from Engineer's Scope of Services.**
- c) Engineer shall be responsible and liable only for those Construction Phase services actually performed by Engineer or professional opinions and interpretations actually rendered by Engineer.
 - i) When serving in a supporting role:
 - (1) Engineer shall be responsible and liable only for those Construction Phase services actually performed by Engineer or professional opinions and interpretations actually rendered by Engineer.
 - (2) District waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and subconsultants that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services actually performed or rendered by Engineer or its subconsultants, if any.
- d) **Upon successful completion of the Bidding/Proposal Phase, and upon authorization from District, Engineer will, if serving in a primary role, or may, if serving in a supporting role and as assigned, requested, or directed by District, provide the following services:**
 - i) Designate a project engineer to serve as Engineer's primary representative to District and to lead Engineer's services as an experienced and qualified design professional.
 - ii) Consult with District and act as District's representative as provided in this proposal and the construction contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the construction general conditions. Except as otherwise provided in the construction contract, District's communications to the contractor will be issued through Engineer.
 - iii) Receive, review, and, subject to the criteria of the construction contract, determine the acceptability of schedules that contractor is required to submit to Engineer, and advise the contractor in writing of Engineer's comments or acceptance of schedules. Schedules will be acceptable to Engineer as to form and substance as follows:
 - (1) Progress Schedule: If it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work, nor interfere with or relieve contractor from contractor's full responsibility therefore.
 - (2) Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required submittals.
 - (3) Schedule of Values: if it provides a reasonable allocation of the contract price to the component parts of the work.
 - iv) Assist District in the selection of independent testing laboratories, where required, to perform required testing services.
 - v) Provide District with copies of technical information and supporting data previously obtained or developed by Engineer for District's use, or for District to provide to contractor, in obtaining required permits and licenses delegated to the contractor by District.
 - vi) Participate in a pre-construction conference prior to commencement of work at the site; prepare and distribute an agenda for the conference and prepare and distribute minutes of such conference.
 - vii) Relative to observations of the contractor's work while it is in progress:

- (1) Make visits to the site at intervals appropriate to the various stages of the work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of the contractor's executed work. Such visits and observations by Engineer, including its construction observer, if any, are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work beyond the responsibilities specifically assigned to Engineer in this proposal and the construction contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Engineer's exercise of professional judgment, as assisted by its construction observer, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the work is proceeding in accordance with the construction contract documents, and Engineer will keep District informed of the progress of the work.
 - (2) The purpose of Engineer's visits to the site, and representation by the construction observer, if any, at the site, will be to enable Engineer to better carry out the duties and responsibilities assigned to Engineer by this proposal and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for District a greater degree of confidence that the completed work will conform in general to the construction contract documents and that the contractor has implemented and maintained the integrity of the design concept of the completed project as a functioning whole as indicated in the construction contract documents. Engineer will not, during such visits or as a result of such observations of the work, supervise, direct, or have control over the work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any constructor, for security or safety at the Site, for safety precautions and programs incident to any constructor's work in progress, for the coordination of the constructors' work or schedules, nor for any failure of any constructor to comply with laws and regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any constructor nor assumes responsibility for any constructor's failure to furnish or perform the work, or any portion of the work, in accordance with the construction contract documents.
- viii) If, based on Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the work is defective under the terms and standards set forth in the construction contract documents, Engineer will issue written notice to contractor (with copy to District) of such defective work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the construction contract documents.
- (1) Provide recommendations to District regarding whether the contractor should correct such work or remove and replace such work, or whether District should consider accepting the defective work in accordance with the provisions of the construction contract documents. Engineer will give notice to the contractor regarding whether the defective work should be repaired, replaced, or will be accepted by District.
 - (2) However, Engineer's authority to provide this information to District or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of Engineer to contractors, subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the work, including but not limited to any duty or responsibility for the contractors' or subcontractors' safety precautions and programs incident to the work.
- ix) If Engineer has express knowledge that a specific part of the work that is not defective under the terms and standards set forth in the construction contract documents is nonetheless not compatible with the design concept of the completed project as a functioning whole, then inform District of such incompatibility and provide recommendations for addressing such work.
- x) Accept from the contractor and District submittal of matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for

- information or interpretation, or RFIs), or relating to the acceptability of the work under the construction contract documents. Render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the construction contract documents.
- (1) If a submitted matter in question concerns Engineer's performance of its duties and obligations, or terms and conditions of the construction contract documents that do not involve (a) the performance or acceptability of the work under the construction contract documents, (b) the design (as set forth in the drawings, specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to District and the contractor that Engineer will not provide a decision or interpretation.
- xi) Subject to any limitations in the construction contract documents, Engineer may prepare and issue field orders requiring minor changes in the work.
 - xii) Relative to change orders, work change directives, change proposals and claims:
 - (1) Recommend change orders and work change directives to District, as appropriate, and prepare change orders and work change directives as required.
 - (2) Review each duly submitted change proposal from the contractor and either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions will be in writing, with a copy provided to District and the contractor.
 - (3) Provide information or data to District regarding engineering or technical matters pertaining to claims.
 - xiii) Respond to any notice from the contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews and prepare findings, conclusions, and recommendations for District's use subject to limitations of Engineer's obligations under this proposal.
 - xiv) Review and accept or take other appropriate action with respect to contractor submittals, but only to determine if the items covered by the submittals will, after installation or incorporation in the work, comply with the design concept as a functioning whole and requirements of the construction contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
 - xv) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.
 - xvi) Relative to inspections and tests:
 - (1) Receive and review certificates of inspections, tests, and approvals required by laws and regulations, or the construction contract documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - (2) Reply to contractor requests for written concurrence that specific portions of the work that are to be inspected, tested, or approved may be covered.
 - (3) Issue written requests to the contractor that specific portions of the work remain uncovered.
 - (4) As deemed reasonably necessary, request that the contractor uncover work that is to be inspected, tested, or approved.
 - (5) Pursuant to the terms of the construction contract, require additional inspections or testing of the work, whether the work is fabricated, installed, or completed.
 - xvii) Based on Engineer's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
 - (1) Determine the amounts that Engineer recommends the contractor be paid, including reductions in payment based on the provisions for reductions stated in the construction contract.

- (a) Such recommendations of payment will be in writing and will constitute Engineer's representation to District, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, the contractor's work has progressed to the point indicated, the work is generally in accordance with the construction contract documents, and the conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the work.
 - (b) In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the construction contract documents).
- (2) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Engineer in this proposal. Neither Engineer's review of the contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the contractor's compliance with laws and regulations applicable to the contractor's furnishing and performing the work.
- (3) Engineer's recommendation for payment will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes the contractor has used the money paid to the contractor by District; to determine that title to any portion of the work, including materials or equipment, has passed to District free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between District and the contractor that might affect the amount that should be paid.
- xviii) Receive from the contractor, review, and transmit to District maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the construction contract documents, certificates of inspection, tests and approvals, and shop drawings, samples, etc.
- xix) Receive from the contractor, review, and transmit to District the annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment. The extent of Engineer's review of record documents will be to check that the contractor has submitted a complete set of those documents that the contractor is required to submit.
- xx) After notice from the contractor that the contractor considers the entire work ready for its intended use, visit the site in company with District and the contractor to review the work and determine the status of completion. Follow the procedures in the construction contract regarding the preliminary certificate of substantial completion, punch list of items to be completed, District's objections, notice to the contractor, and issuance of a final certificate of substantial completion. Assist District regarding any remaining engineering or technical matters affecting District's use or occupancy of the work following substantial completion.
- xxi) After notice from the contractor that the work is complete:
 - (1) Visit the Site with District and the contractor to determine if the work is in fact complete and acceptable.
 - (2) Notify the contractor of any part of the work that is found during the visit to be incomplete or defective, and subsequently confirm that the contractor has corrected any such deficiencies.
 - (3) Follow the procedures in the construction contract regarding review and response to the contractor's application for final payment and accompanying documentation.
 - (4) When Engineer is satisfied that the work is complete and acceptable, provide a notice to District and the contractor a notice of acceptability of work stating that the work is acceptable

within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this proposal.

- e) Engineer will render decisions regarding the requirements of the construction contract documents, and judge the acceptability of the work, pursuant to the specific procedures set forth in the construction contract for initial interpretations, change proposals, and acceptance of the work. In rendering such decisions and judgments, Engineer will not show partiality to District or the contractor and will not be liable to District, the contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- f) The Construction Phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by Engineer for final payment to the contractor.
- g) If the duties, responsibilities, or authority of Engineer in the construction contract, or other terms of the construction contract having a direct bearing on Engineer are modified, or if District requires Engineer's services for construction that extends longer than the anticipated construction contract times, then District shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
- h) Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

8. Post-Construction Phase

- a) Upon written authorization from District during the Post-Construction Phase, Engineer will:
 - i) Together with District, visit the project to observe any apparent defects in the work, make recommendations as to replacement or correction of defective work, if any, or the need to repair of any damage to the site or adjacent areas, and assist District in consultations and discussions with the contractor concerning correction of any such defective work and any needed repairs.
 - ii) Together with District, visit the project within one month before the end of the construction contract's correction period to ascertain whether any portion of the work or the repair of any damage to the site or adjacent areas is defective and therefore subject to correction by the contractor.
 - iii) **Perform or provide the following supplemental Post-Construction Phase tasks or deliverables:**
 - (1) **Based on annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment, prepare contract record drawings of the project and submit such records to District.**
- b) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified by District and Engineer, will terminate 12 months after the commencement of the construction contract's correction period.

3. **ADDITIONAL SERVICES**

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

1. Additional Services Not Requiring District's Written Authorization

- a) Engineer will advise District that Engineer is commencing to perform or furnish Additional Services of the types listed below. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from District.
 - i) Additional or extended services arising from (a) the presence at the site of any constituent of concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

- ii) Implementing coordination of Engineer's services with other parts of the project that are not planned or designed by Engineer, unless District furnished to Engineer substantive information about such other parts of the project prior to the parties' entry into an agreement.
- iii) While at the site, compliance by Engineer and its staff with those terms of District's or the contractor's safety program provided to Engineer after the effective date of this proposal that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
- iv) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

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

- a) If authorized in writing by District, Engineer will perform or furnish Additional Services of the types listed below. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from District.
 - i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - ii) Preparation of applications and supporting documents (in addition to those furnished under the Scope of Services) for private or governmental grants, loans, or advances in connection with the project.
 - iii) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of District in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
 - iv) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by District or others.
 - v) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by Engineer, or the project's design requirements, including, but not limited to, changes in size, complexity, District's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this proposal or are due to any other causes beyond Engineer's control.
 - vi) Services required due to District's providing incomplete or incorrect project information to Engineer.
 - vii) Providing renderings or models for District's use, including development, management, and other services in support of building information modeling or civil integrated management.
 - viii) Undertaking investigations and studies including, but not limited to:
 - (1) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design.
 - (2) Detailed consideration of operations, maintenance, and overhead expenses.
 - (3) Feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the project and do not include rendering advice regarding municipal financial products or the issuance of municipal securities.
 - ix) Furnishing the services of Engineer's subconsultants, if any, for tasks other than those identified in the Scope of Services.
 - x) Services attributable to more prime construction contracts than specified in the Background Information.
 - xi) Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by District.

- xii) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.
- xiii) Any services by Engineer in connection with District or Engineer providing a document to a requesting party not including District, Engineer, or the contractor.
- xiv) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, District in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between District and Engineer).
- xv) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
- xvi) **Perform or provide the following specific project-related tasks or deliverables:**
 - (1) **Construction Phase Inspection or Observation Services**
- xvii) Other additional services performed or furnished by Engineer not otherwise provided for in this proposal.

4. OWNER'S RESPONSIBILITIES

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

1. District's General Responsibilities

- a) District will inform Engineer of the policies, procedures, and requirements of District that are applicable to Engineer's performance of services under this proposal.
- b) District will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer and render in writing timely decisions pertaining thereto.
- c) District will arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this proposal.
- d) District will give prompt written notice to Engineer whenever District observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of Engineer's services.
 - ii) The presence at the site of any constituent of concern.
 - iii) Any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the work, (c) the performance of any constructor, or (d) District's performance of its responsibilities under this proposal.
- e) District will advise Engineer of the identity and scope of services of any independent consultants employed by District to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- f) District will primarily communicate with any of Engineer's subconsultants through Engineer and will promptly inform Engineer of the substance of any communications between District and Engineer's subconsultants and will refrain from directing the services of Engineer's subconsultants.
- g) District will authorize Engineer to provide Additional Services as required.

2. Project Information

- a) District will provide Engineer with District's budget for the project, including type and source of funding to be used, and will inform Engineer if the budget or funding sources change.
- b) Except where included in the Scope of Service to be performed by Engineer, District will provide Engineer with information and data needed by Engineer for the performance of the Scope of Services, including District's design objectives and constraints, space, capacity, and performance requirements, flexibility

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

- c) District will give instructions to Engineer regarding District's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and District's construction contract practices and requirements.
- d) District will furnish to Engineer District's standard contract forms, general conditions, supplementary conditions, text, and related documents, insurance and bonding requirements, District's safety and security programs applicable to the contractor, diversity and other social responsibility requirements, binding and contract requirements of funding, financing or regulatory agencies, and any other information necessary for Engineer to assist District in preparing the bidding/proposal documents and front-end construction contract documents.

3. District-Furnished Services

- a) Except where included in the Scope of Service to be performed by Engineer, District will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.
- b) Except where included in the Scope of Service to be performed by Engineer, District will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.
- c) Where required, District will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
- d) District will perform or provide the following supplemental District-Furnished Services tasks or deliverables:
 - i) Topographic mapping, parcel mapping, aerial photography, ROW and easement documentation, etc.
 - (1) Engineer will provide District the 30% pipeline alignment in CAD format. District will use the alignment provided by Engineer to create easement and ROW documents and pursue signature and recordation of such documents through its other consultants.
 - ii) If required, negotiations with property owners and public entities for rights to install the proposed improvements in public rights-of-way or easements.
 - iii) Geotechnical field and lab work and design recommendations related to Engineer's Scope of Services.
 - (1) Engineer will coordinate with District's geotechnical engineering consultant for the performance of such geotechnical investigations and studies as may be required to inform Engineer's Scope of Services. District will perform all geotechnical engineering services through its geotechnical engineering consultant.
 - iv) Design services and recommendations related to cathodic protection for the pipeline and its appurtenances.
 - v) Funding acquisition and administration services.
 - vi) Environmental and NEPA compliance services.
 - vii) Network hydraulic modeling for the pipeline, including the Segment 3 section and the regional pipeline in general.
- e) District will provide all legal services, including attorney review of proposed construction contract documents, legal services required by District, legal services needed due to issues raised by the contractor, and project-related legal services reasonably requested or recommended by Engineer.

5. COMPENSATION

District shall compensate Engineer for Engineer's performance of the Scope of Services as hereunder described:

1. Table of Compensation

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Alignment Selection	2.2	\$20,000	Hourly Rates	Budget
Preliminary Design Phase (30%)	2.3	\$318,600	Hourly Rates	Budget
Design Survey and Mapping	2.3.a.ix.1	\$26,000	Hourly Rates	Budget
Wash Scour Analysis	2.3.a.ix.2	\$8,900	Hourly Rates	Budget
60% Design Phase	2.4	\$269,100	Hourly Rates	Budget
90% Design Phase	2.4	\$269,100	Hourly Rates	Budget
Final Design Phase	2.4	\$89,700	Hourly Rates	Budget
Permitting Phase	2.5	\$18,900	Hourly Rates	Budget
Bidding/Proposal Phase	2.6	\$13,400	Hourly Rates	~ 80-Hour Budget
Construction Phase (ESDC Services)	2.7	\$139,800	Hourly Rates	~ 840-Hour Budget
Construction Phase (+50 hrs.)	2.7	\$9,600	Hourly Rates	50-Hour Budget
Post-Construction Phase	2.8	\$10,800	Hourly Rates	~ 64-Hour Budget
Total	-	\$1,193,900	-	

2. Hourly Rates Basis of Compensation

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

3. Estimated Compensation Amounts

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

Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.

4. **Invoicing**

- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by District and Engineer. Invoices are due and payable within thirty (30) days of receipt thereof by District.
- b) **Monthly project invoices shall be submitted in Kahua no later than the 10th of each month.**

5. **Time Distribution of Costs**

- a) **Based on the Preliminary Project Schedule and Scope of Work, Engineer anticipates invoicing according to the attached Time Distribution of Costs.**

6. **CONCLUSION**

If District chooses to move forward with the project and Engineer's engineering services as proposed herein, we recommend execution of a Professional Services Agreement to initiate the work.

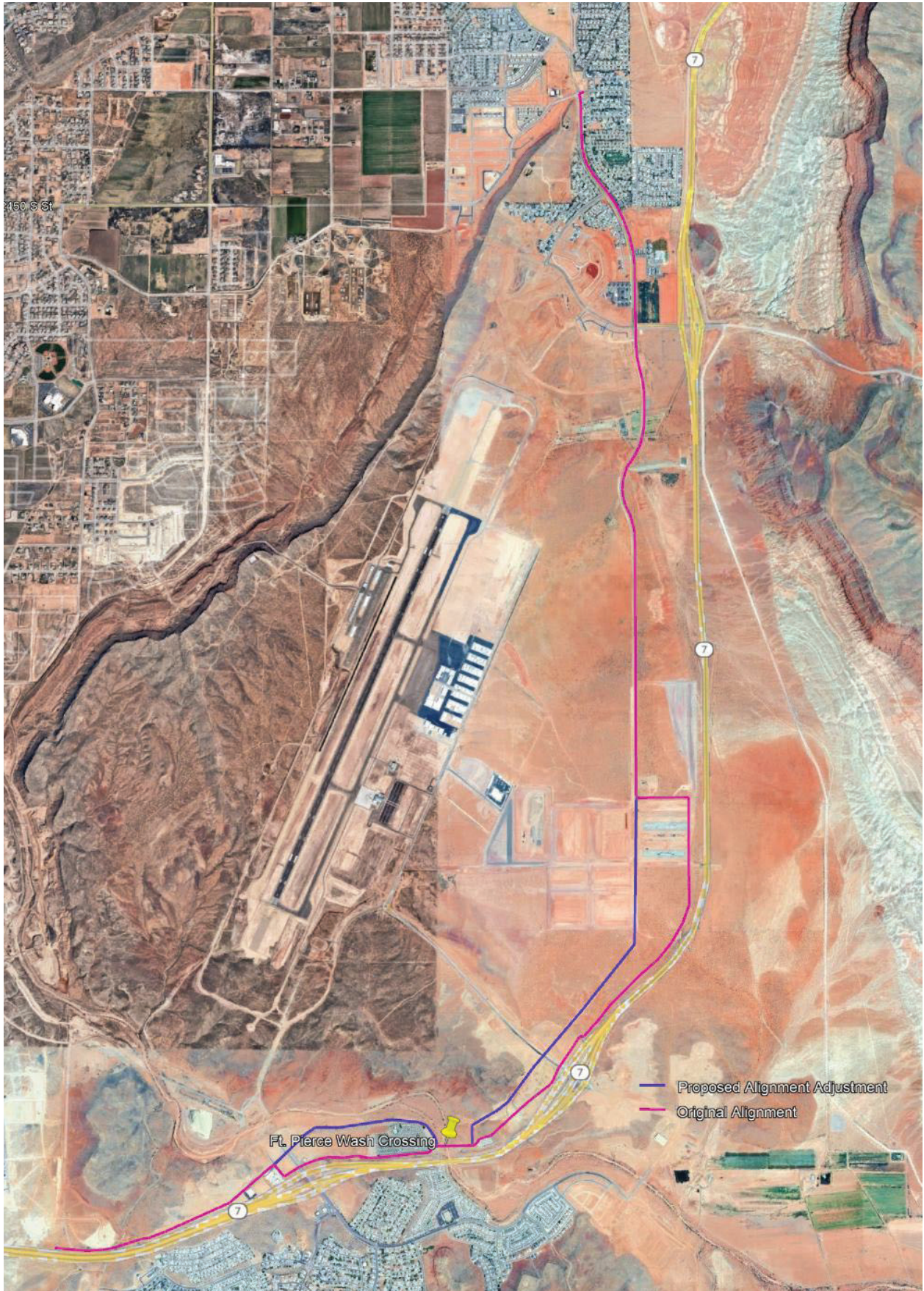
Please contact me with any questions or concerns.

Sincerely,

Joe Phillips, PE
Vice President
jphillips@sunrise-eng.com
435.652.8450

Attachment(s): Preliminary Project Exhibit, Preliminary Opinion of Cost, Time Distribution of Costs, Fee Schedule

PRELIMINARY PROJECT EXHIBIT



PRELIMINARY OPINION OF COST

Engineer's Opinion of Probable Cost

WCWCD REGIONAL REUSE PIPELINE SEGMENT 3
WCWCD

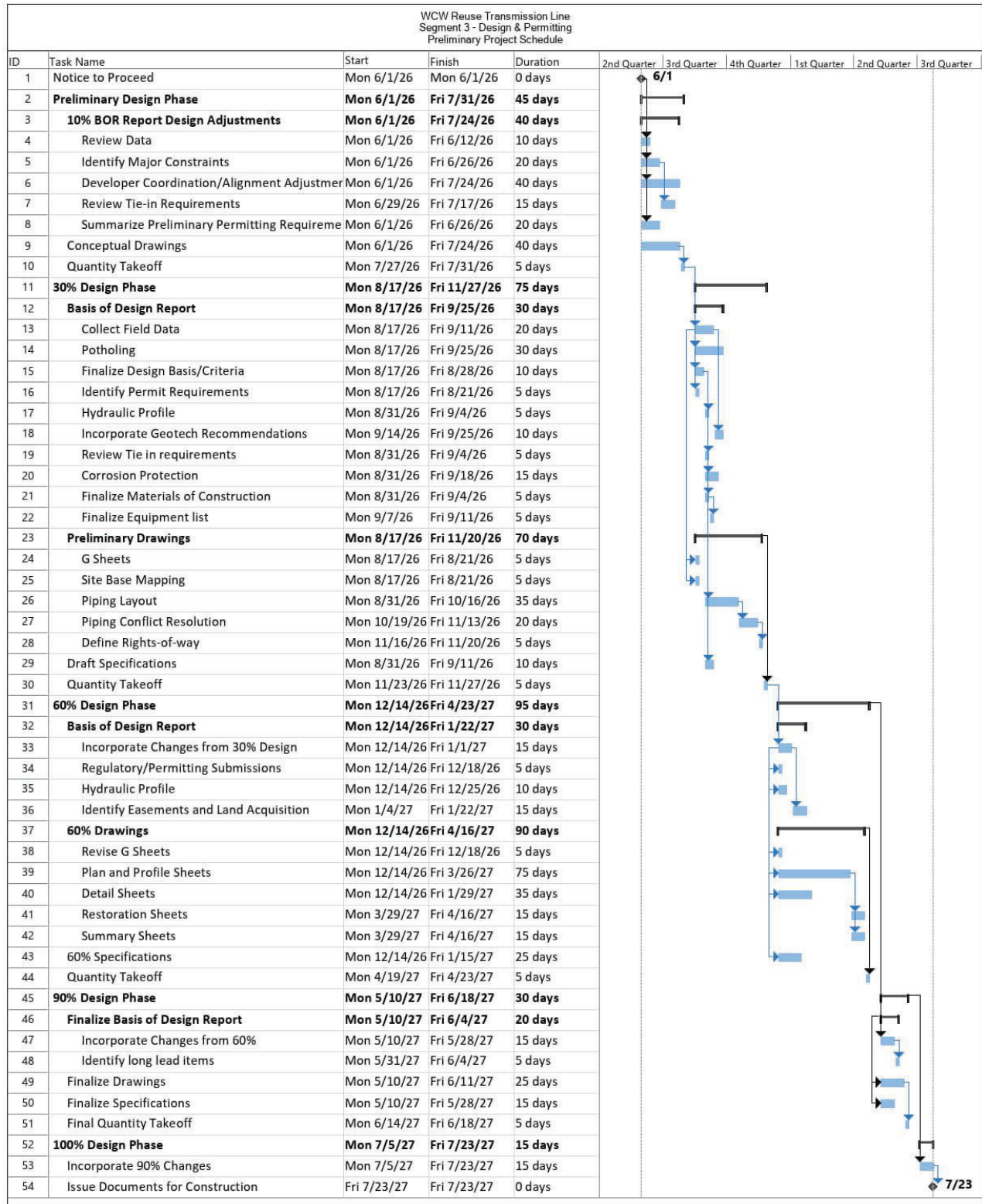
19-Dec-25
MH/NW/bcw

NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONSTRUCTION					
1	Mobilization	1	LS	\$ 1,470,000.00	\$ 1,470,000.00
2	Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00
3	SWPPP Compliance & Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00
4	Materials Testing and Quality Control	1	LS	\$ 100,000.00	\$ 100,000.00
5	Dust Control & Watering	1	LS	\$ 200,000.00	\$ 200,000.00
6	Construction Staking	1	LS	\$ 50,000.00	\$ 50,000.00
7	Clearing, Grubbing, Excavation, & Demolition	1	LS	\$ 110,000.00	\$ 110,000.00
8	36" Valve Assembly	14	EA	\$ 75,000.00	\$ 1,071,300.00
9	Blow Off Valve	7	EA	\$ 25,000.00	\$ 175,000.00
10	36" Ductile Iron Pipe (TC52), Fittings and	35,710	LF	\$ 700.00	\$ 24,997,000.00
11	Air Release Valve	16	EA	\$ 70,000.00	\$ 1,120,000.00
12	Asphalt Removal	125,000	SF	\$ 1.50	\$ 187,500.00
13	3" Bituminous Surface Course - Category II with Base	125,000	SF	\$ 4.00	\$ 500,000.00
14	Concrete Restoration	2,000	SF	\$ 25.00	\$ 50,000.00
15	Miscellaneous Piping, Fittings, Appurtenances, Connections, Etc.	1	LS	\$ 750,000.00	\$ 750,000.00
SUBTOTAL					\$ 30,880,800.00
				CONTINGENCY	15%
CONSTRUCTION TOTAL					\$ 35,510,800.00

TIME DISTRIBUTION OF COSTS

Estimated Work Breakdown Structure		
Month	Task	Estimated Expenditure
June-26	Alignment Selection	\$ 10,000.00
July-26	Alignment Selection	\$ 10,000.00
August-26	Preliminary Design Phase (30%)	\$ 101,680.00
September-26	Preliminary Design Phase (30%)	\$ 101,680.00
October-26	Preliminary Design Phase (30%)	\$ 79,100.00
November-26	Preliminary Design Phase (30%)	\$ 71,040.00
December-26	60% Design Phase	\$ 73,600.00
January-27	60% Design Phase	\$ 73,600.00
February-27	60% Design Phase	\$ 73,600.00
March-27	60% Design Phase	\$ 73,600.00
April-27	60% Design Phase	\$ 73,600.00
May-27	90% Design Phase	\$ 85,100.00
June-27	90% Design Phase	\$ 85,100.00
July-27	Final Design Phase	\$ 89,700.00
August-27	Permitting	\$ 9,450.00
September-27	Permitting	\$ 9,450.00
	Total	\$ 1,020,300.00

PRELIMINARY PROJECT SCHEDULE



SUNRISE ENGINEERING

FEE SCHEDULE*

Work Classification	Hourly Rate	Work Classification	Hourly Rate
Administrative I	\$78	Electrical EIT II	\$161
Administrative II	\$98	Electrical Engineer III	\$182
Administrative III	\$116	Electrical Engineer IV	\$209
Administrative IV	\$138	Electrical Engineer V	\$231
Civil Engineering Intern	\$110	Principal Electrical Engineer	\$254
Civil EIT I	\$125	Construction Observer I	\$109
Civil EIT II	\$144	Construction Observer II	\$132
Civil EIT III	\$161	Construction Observer III	\$146
Civil Engineer III	\$177	Construction Observer IV	\$174
Civil Engineer IV	\$192	Construction Observer V	\$189
Civil Engineer V	\$199	GIS Tech	\$94
Civil Engineer VI	\$214	GIS Senior Tech	\$115
Civil Engineer VII	\$229	GIS Analyst	\$140
Senior Civil Engineer	\$243	GIS Senior Analyst	\$165
Principal Civil Engineer	\$256	Planner IV	\$180
Civil Engineering Tech I	\$101	Planner V	\$201
Civil Engineering Tech II	\$123	Structural EIT III	\$154
Civil Engineering Tech III	\$138	Structural Engineer III	\$185
Civil Engineering Tech IV	\$148	Structural Engineer V	\$205
Civil Engineering Tech V	\$164	Principal Structural Engineer	\$256
CAD Drafter I	\$102	Survey Tech	\$99
CAD Drafter II	\$122	Survey CAD Tech	\$145
CAD/Designer III	\$136	Survey Manager	\$196
CAD/Designer IV	\$151	Registered Surveyor	\$212
CAD/Designer V	\$169	Principal Surveyor	\$234
Electrical Engineering Intern	\$106	One Man Survey Crew	\$172
Electrical EIT I	\$143		

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day
Field Vehicle (On-Site)	\$250/Day

*Hourly rates will be increased by 3% annually starting January 1 the following year.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 5% handling fee.

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

Sunrise WCWCD - 2026

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Engineer shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Engineer and all of Engineer’s sub-contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Engineer’s Sub-Contractor’s shall furnish District with certificates of insurance and with original endorsements effecting coverage required

by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

ENGINEER AGREEMENT
(SGRF to Reuse Forebay – Segment 4 Project)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and Alpha Engineering, Inc., a Utah corporation (Engineer) digitally sign the Agreement via the District's project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage an engineer to provide engineering services for the Regional Reuse Purification System; and

WHEREAS, the Engineer has submitted a statement of qualifications and has been selected to perform engineering services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Description of Services.

The Engineer will perform the services described in the Proposed Scope of Work (Exhibit A) in accordance with the applicable professional standards of care, in a reasonably timely, efficient, and professional manner, in accordance with this Agreement and in consultation with the District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of Engineer, and any sub-contractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to the providing the services provided under this Agreement. Upon submitting a request for payment for services, the Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders;
- e. Submitting or responding to requests for information (RFIs);
- f. Executing contracts and contract amendments;
- g. Creating and managing submittal items or packages;
- h. Creating and scheduling meetings, creating agendas, and tracking agenda items;
- i. Tracking permits;
- j. Tracking completion of checklists;
- k. Entering and updating budget information;
- l. Importing, updating and tracking schedules;
- m. Creating daily reports;
- n. Creating field observations and tracking assignments;
- o. Documenting inspections;
- p. Creating and managing punch lists;
- q. Managing procurement activities;
- r. Creating and managing field inspections and assigning action items; and
- s. Completing other tasks or actions required by the Agreement and requested by the District.

Engineer agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Engineer in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Engineer through Kahua. The Engineer will only invoice actual accrued costs. The District will remit payment to the Engineer within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Engineer that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, withhold ten percent (10%) of any amount due if, due to the fault of the Engineer, the work is not satisfactory to the District or if the work falls behind schedule, which amount(s) withheld will be disbursed to the Engineer within 30 days of the Engineer rectifying the cause for withholding to the District's satisfaction. The District may also, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Engineer shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

d. Proposed Changes to Cost Estimate

During the term of this Agreement the Engineer may submit for the District's review any suggested changes to the Fee Proposal, including, but not limited to, changes in the personnel, rates, and expenses. Proposed changes must be submitted through Kahua. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 180 days prior to the beginning of a new District fiscal year. The District's fiscal year is from January 1 through December 31. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to work or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach an agreement on proposed changes either party may terminate this Agreement. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete work.

5. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system software platform, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Engineer in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Engineer may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Engineer for the Engineer to perform its work is very security sensitive. The Engineer will strictly comply with District written security protocols provided by the District to the Engineer and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Engineer in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Engineer will be immediately complied with by the Engineer. The Engineer will notify the District immediately if the Engineer has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Engineer shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Engineer's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Engineer shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Engineer to disclose information other than as is set forth in this section, prior to doing so, the Engineer shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Engineer shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Engineer shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Engineer by the District. The Engineer shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Engineer.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Engineer shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Engineer agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the subcontractor were the Engineer referred to herein. The Engineer is responsible for contract performance whether or not subcontractors are used. The Engineer shall submit the name of each subcontractor which the Engineer intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Record Keeping, Audits, and Inspections. The Engineer and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Engineer shall make available for audit and inspection all such records relating to Agreement services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Engineer until disposition has been made of such disputes, litigation, claims, or exceptions.

7. Completeness and Accuracy. The Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement. The Engineer shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Engineer shall correct all errors or omissions at its own expense. This provision is not intended to prevent the Engineer from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Engineer.

8. Indemnification and Insurance. In no event will any fault of the Engineer or its employees, subcontractors, or suppliers be reapportioned to the District or its officers, trustees, or employees. The Engineer will indemnify and hold the District and its officers, trustees, or employees harmless from any such reapportionment of fault.

Consistent with Utah Code Annotated Section 63G-6a-1203, the Engineer will indemnify the District and its respective officers, trustees, or employees from any claim of third parties to the extent caused by the Engineer's breach of this Agreement or by the negligence or other fault of the Engineer, or its employees, subcontractors, or suppliers. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, trustees, and employees with indemnity to the greatest extent allowed by law. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Engineer that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, withhold final payment under the Agreement until receipt of all final reports and deliverables.
- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.
- c. Waiver of Claims. Prior to acceptance of final payment, the Engineer shall submit in writing to the District any known claim that the Engineer or any of the Engineer's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Engineer will constitute a waiver of any such claim other than

those claims previously made in writing and submitted to the District. The Engineer shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Engineer, whether known or unknown at the time such payment is made.

10. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to four successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

11. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

12. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Engineer in writing. Immediately upon receipt of such notice, the Engineer shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Engineer shall document its services through the termination date and submit such documentation to the District for its evaluation. The Engineer shall receive compensation for services performed up through the date of termination or abandonment.

13. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Engineer certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Engineer agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. The Engineer agrees to notify the District in writing if it begins engaging in an economic boycott.
- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

14. Rights and Obligations.

- a. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Engineer under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon the Engineer's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

15. Disputes.

- a. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.
- b. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.
- c. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

16. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

17. Execution.

- a. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
- b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
- d. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

18. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.
- d. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.
- e. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:
 - i. The remainder of this Agreement shall be considered valid and operative, and,
 - ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.
- f. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

19. Compliance with other contracts. The Engineer shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement. When providing engineering services regarding construction projects on behalf of the District, Engineer shall comply with all applicable terms of construction contracts entered into by the District related to the Engineer's services.

20. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth Judicial District Court for Washington County, State of Utah.

21. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Engineer through the District's project delivery system Kahua, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. TRINITY STOUT, REUSE PROJECT MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

ALPHA ENGINEERING, INC.
ATTN. GLEN CARNAHAN
43 SOUTH 100 EAST, SUITE 100
ST. GEORGE, UTAH 84770

22. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A – Scope of Work and Fee Proposal
Exhibit B – Insurance Requirements

SCOPE OF WORK AND FEE PROPOSAL



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

February 18, 2026

Washington County Water Conservancy District
c/o Mr. Trinity Stout, Project Manager
533 East Waterworks Drive
St. George, Utah 84770

Re: Scope of Work and Cost Proposal to Provide Engineering Services – Regional Reuse Purification System Phase I Project – Segment 4

Dear Trinity,

We appreciate the opportunity to submit this scope of work and cost proposal to provide engineering services for the Washington County Water Conservancy District's (WCWCD) Regional Reuse Purification System Phase I Project – Segment 4. The WCWCD is implementing the Regional Reuse Purification System, a multi-segment conveyance program intended to provide a reliable, drought-resilient water supply for Washington County. This Scope of Work (SOW) applies specifically to Segment 4 of the Program and includes civil engineering design services for the assigned pipeline segment and associated appurtenances.

Segment 4 traverses both developed and undeveloped corridors and interfaces with multiple utility owners, roadways, and adjacent program segments. Design services will be performed in accordance with the Program Management Plan (PMP), Design Deliverable Requirements, Project Delivery Lifecycle Framework, and applicable local, state, and federal standards. Additionally, Alpha will provide Engineering Services During Construction (ESDC).

As provided in our Statement of Qualifications, the following individuals are proposed to be used on this project:

- Glen E. Carnahan, P.E., Principal in Charge and Staff Resources Manager
- Brent E. Gardner, P.E., Senior Engineer and Quality Assurance Review
- Todd Gardner, P.E., Senior Engineer and Project Manager
- Russ Vernon, P.E., Senior Engineer and Design Lead
- Rhett Beazer, P.E., Design Support and Design Report Lead
- Will Slack, E.I.T., Design Support and Cost Estimating Lead
- Drake Hinton, E.I.T., Design Support and Design Report Support
- Ryan Scholes, P.L.S., Site Survey
- Shawn Kamp, SUE Solutions, Inc., Underground Utility Project Manager

Project Objectives:

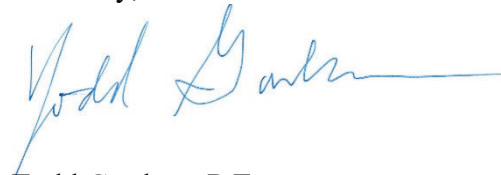
- Advance Segment 4 through 30%, 60%, 90%, and Issued for Construction (IFC) design milestones.
- Coordinate with WCWCD, the Owner's Advisor, and Program consultants.
- Identify, manage, and mitigate project risks using a living risk register.
- Deliver a constructible, coordinated, and review-ready set of civil design documents.

General Assumptions:

- Geotechnical services will be provided by the District’s geotechnical consultant.
- Base mapping and Level D SUE will be provided through the District.
- Level C and Level B SUE are included; Level A potholing will be performed on an as-needed basis by the WCWCD.
- Right-of-way acquisition and construction observation are excluded. We assume construction observation will be per separate contract.
- Design will follow WCWCD, BOR, local municipality, and Program standards.
- Survey topography and known SUE will be provided by the District.

We feel this project team will provide the expertise required for the successful completion of this portion of the project. Attached is our proposed scope of work and project budget. Please let us know if you have any questions regarding this proposal.

Sincerely,



Todd Gardner, P.E.

ALPHA ENGINEERING COMPANY

Attachments: Exhibit A – Scope of Work and Fee

EXHIBIT A - SCOPE OF WORK
REGIONAL REUSE PURIFICATION SYSTEM PHASE I PROJECT
SEGMENT 4

ARTICLE 1
DESIGN ENGINEERING SCOPE OF WORK

- 1.1 Project Management and Coordination.** A kickoff meeting will be held to establish project design constraints, a project communication plan, and detailed project schedule. The kickoff meeting will be scheduled within one week of Notice to Proceed. Alpha Engineering will provide a meeting agenda and will prepare minutes of the meeting. In addition, bi-weekly design meetings will be held to review project design criteria and construction plans and specification details and progress. We will maintain a design schedule aligned with the project milestones and update it bi-weekly. Monthly progress, cost, and risk updates will be provided monthly along with coordination with the land aquation group. Alpha will attend virtual training sessions for Kahua, CAD/BIM, partnering, right-of-way acquisition, and Project Invoice preparation.
- 1.2 Segment Definition and Interconnection.** Once overall project design constraints are coordinated, the existing conditions and topographic survey of the pipeline alignment will be implemented, and survey control will be established. We will confirm Segment 4 limits as provided by the District and identify interface points with the adjacent segments and facilities. Alpha will establish continuity assumptions for pipeline geometry and appurtenances.
- A site visit will be scheduled with the designated project manager for our segment to walk the alignment of the pipeline and observe existing conditions and a potential standpipe location.
- 1.3 Existing Conditions Review.** The topographic survey, Geotech report, preliminary design report, and hydraulic report will be reviewed and integrated into the design. Field reconnaissance will be provided by our surveyor to verify information provided by the District. Any additional survey, data gaps, or information needed will be coordinated with the WCWCD provided consultants.
- 1.4 Subsurface Utility Engineering.** Subsurface utility engineering (SUE) will be completed for Level A (as needed), B, and C utility coordination and investigation. We understand Level D will be provided by the District. Level C will include feature mapping and record correlation. Level B will include geophysical designating via the SUE subconsultant. Level A will be targeted at vacuum potholing at high-risk locations as needed. If potholing is needed, the District will be contacted to provide the potholing and data. Alpha will provide survey control, CAD integration, and incorporation of the SUE data.

- 1.5 Civil Design and Construction Plans.** Alpha will prepare design deliverables at milestones of 30%, 60%, 90% and Final design throughout the design and construction plans. Milestone dates will be refined following receipt of the Notice to Proceed and confirmation of Segment 4 limits and Program scheduling.

During the design milestones alignment refinement, both horizontal and vertical, including cut and fill slope limits, will be coordinated with the land acquisition group. Trench sections, bedding, backfill, and restoration details will be provided. Valves, air/vac, blow-offs, vaults, and standpipe locations will be established and defined in the construction drawings. Maintenance road, drainage patterns, culverts, and utility conflict mitigation will be designed and incorporated in the drawings. The geotechnical investigation will be reviewed, and recommendations incorporated into the alignment design. District provided specifications will be reviewed and relevant portions will be identified and coordinated with the District for the final deliverables. Plans will be submitted to all Washington City and BLM at 60% for comments and review, and then at final design for approval.

- 1.6 Cost Estimating, Value Engineering Support, and PESTEL Analysis.** Cost estimates will be provided at each milestone of the design process. Alpha will support Opinion of Probable Construction Cost development with the overall Program and participate in value engineering reviews.

A PESTEL analysis will also be performed for the project and be provided to the District for their review. It is assumed that the following would be the initial list to evaluate:

Political – Multi-agency coordination and funding oversight.

Economic – Construction cost volatility for large-diameter pipelines.

Social – Public and traffic impacts in developed areas.

Technological – Use of SUE technologies and Program CAD/BIM standards.

Environmental – Restoration, erosion control, and surface reinstatement.

Legal – Permitting, environmental, and contractual compliance.

- 1.7 Quality Assurance (QA) / Quality Control (QC).** QA/QC review of the civil design will be completed at each milestone. Independent senior technical review will be conducted prior to submittals.

- 1.8 Assemble Bid Package.** All comments and feedback from all parties involved, including Washington City and BLM, and if needed, UDOT, will be incorporated into a final plan and specifications to be used by the District to bid the project.

- 1.9 Engineering Services During Construction.** ESDC will include review and responses to RFI's, submittals, change orders, and shop drawings. Alpha will participate in weekly construction meetings, a pre-construction meeting, monthly site visits to observe construction, commissioning, and punch list walk-through. Additionally, Alpha will respond to inquiries and requests from the project engineer and District employees during construction.

ARTICLE II
BASIS OF COMPENSATION

The OWNER agrees to pay compensation to the ENGINEER for work performed on the project as specified below:

2.1 Design Fee. We anticipate the design phase to be over a 12-month period. For all design engineering services as outlined in Article I, "Design Engineering Scope of Work", the ENGINEER shall be compensated for the hourly, not to exceed, fee of **Eight Hundred Twenty-Nine Thousand, Nine Hundred and Twenty dollars, \$829,920.00.** The design fee is broken down for different aspects of the project as follows:

2.1.1	Project Management and Coordination	\$120,475.00
2.1.2	Segment Definition and Interconnection	\$30,800.00
2.1.3	Existing Conditions Review	\$29,136.00
2.1.4	Subsurface Utility Engineering.....	\$75,170.00
2.1.5	Civil Design and Construction Plans	\$344,112.00
2.1.6	Cost Estimating, Value Engineering Support, and PESTEL Analysis	\$63,933.00
2.1.7	Quality Assurance / Quality Control.....	\$29,120.00
2.1.8	Assemble Bid Package.....	\$24,520.00
2.1.9	Engineering Services During Construction	<u>\$112,654.00</u>
	Total Design Fee.....	\$829,920.00

3.2 Additional Services. Additional work and reproduction expenses will be invoiced per our *Standard Rate Schedule*. No extra work will be performed without the consent of the OWNER. It should be noted that hourly rates will be adjusted by inflation each year.

3.3 Design Schedule of Fees to be Paid and Estimated Sheets. We anticipate the following schedule of fee requests throughout the project design at each milestone and the amount of

sheets to be produced for construction:

30% Design -	\$210,000
60% Design -	\$225,000
90% Design -	\$180,000
Final Design -	\$102,266
ESDC -	<u>\$112,654</u>
Total =	\$829,920

Estimated Sheets and Schedule:

- 1" = 10' Sheet – 50
- 1" = 20' Sheet (Plan and Profile) – 70
- 1" = 40' Sheet – 40

<u>Task</u>	<u>Est. Duration</u>	<u>Est. Completion (NTP issued June 1, 2026)</u>
30% Design	3 months	End of August 2026
60% Design	5 months	End of January 2027
90% Design	3 months	End of April 2027
100% Design	1 month	End of May 2027

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Engineer shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Engineer and all of Engineer’s sub-contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Engineer’s Sub-Contractor’s shall furnish District with certificates of insurance and with original endorsements effecting coverage required

by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

ENGINEER AGREEMENT
(Reuse Forebay Project)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and RB&G Engineering, a Utah corporation (Engineer) digitally sign the Agreement via the District's project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage an engineer to provide engineering services for the Regional Reuse Purification System; and

WHEREAS, the Engineer has submitted a statement of qualifications and has been selected to perform engineering services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Description of Services.

The Engineer will perform the services described in the Proposed Scope of Work (Exhibit A) in accordance with the applicable professional standards of care, in a reasonably timely, efficient, and professional manner, in accordance with this Agreement and in consultation with the District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of Engineer, and any sub-contractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to the providing the services provided under this Agreement. Upon submitting a request for payment for services, the Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders;
- e. Submitting or responding to requests for information (RFIs);
- f. Executing contracts and contract amendments;
- g. Creating and managing submittal items or packages;
- h. Creating and scheduling meetings, creating agendas, and tracking agenda items;
- i. Tracking permits;
- j. Tracking completion of checklists;
- k. Entering and updating budget information;
- l. Importing, updating and tracking schedules;
- m. Creating daily reports;
- n. Creating field observations and tracking assignments;
- o. Documenting inspections;
- p. Creating and managing punch lists;
- q. Managing procurement activities;
- r. Creating and managing field inspections and assigning action items; and
- s. Completing other tasks or actions required by the Agreement and requested by the District.

Engineer agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Engineer in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Engineer through Kahua. The Engineer will only invoice actual accrued costs. The District will remit payment to the Engineer within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Engineer that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, withhold ten percent (10%) of any amount due if, due to the fault of the Engineer, the work is not satisfactory to the District or if the work falls behind schedule, which amount(s) withheld will be disbursed to the Engineer within 30 days of the Engineer rectifying the cause for withholding to the District's satisfaction. The District may also, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Engineer shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

d. Proposed Changes to Cost Estimate

During the term of this Agreement the Engineer may submit for the District's review any suggested changes to the Fee Proposal, including, but not limited to, changes in the personnel, rates, and expenses. Proposed changes must be submitted through Kahua. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 180 days prior to the beginning of a new District fiscal year. The District's fiscal year is from January 1 through December 31. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to work or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach an agreement on proposed changes either party may terminate this Agreement. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete work.

5. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system software platform, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Engineer in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Engineer may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Engineer for the Engineer to perform its work is very security sensitive. The Engineer will strictly comply with District written security protocols provided by the District to the Engineer and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Engineer in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Engineer will be immediately complied with by the Engineer. The Engineer will notify the District immediately if the Engineer has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Engineer shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Engineer's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Engineer shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Engineer to disclose information other than as is set forth in this section, prior to doing so, the Engineer shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Engineer shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Engineer shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Engineer by the District. The Engineer shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Engineer.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Engineer shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Engineer agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the subcontractor were the Engineer referred to herein. The Engineer is responsible for contract performance whether or not subcontractors are used. The Engineer shall submit the name of each subcontractor which the Engineer intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Record Keeping, Audits, and Inspections. The Engineer and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Engineer shall make available for audit and inspection all such records relating to Agreement services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Engineer until disposition has been made of such disputes, litigation, claims, or exceptions.

7. Completeness and Accuracy. The Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement. The Engineer shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Engineer shall correct all errors or omissions at its own expense. This provision is not intended to prevent the Engineer from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Engineer.

8. Indemnification and Insurance. In no event will any fault of the Engineer or its employees, subcontractors, or suppliers be reapportioned to the District or its officers, trustees, or employees. The Engineer will indemnify and hold the District and its officers, trustees, or employees harmless from any such reapportionment of fault.

Consistent with Utah Code Annotated Section 63G-6a-1203, the Engineer will indemnify the District and its respective officers, trustees, or employees from any claim of third parties to the extent caused by the Engineer's breach of this Agreement or by the negligence or other fault of the Engineer, or its employees, subcontractors, or suppliers. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, trustees, and employees with indemnity to the greatest extent allowed by law. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Engineer that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, withhold final payment under the Agreement until receipt of all final reports and deliverables.
- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.
- c. Waiver of Claims. Prior to acceptance of final payment, the Engineer shall submit in writing to the District any known claim that the Engineer or any of the Engineer's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Engineer will constitute a waiver of any such claim other than

those claims previously made in writing and submitted to the District. The Engineer shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Engineer, whether known or unknown at the time such payment is made.

10. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to four successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

11. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

12. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Engineer in writing. Immediately upon receipt of such notice, the Engineer shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Engineer shall document its services through the termination date and submit such documentation to the District for its evaluation. The Engineer shall receive compensation for services performed up through the date of termination or abandonment.

13. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Engineer certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Engineer agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. The Engineer agrees to notify the District in writing if it begins engaging in an economic boycott.
- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

14. Rights and Obligations.

- a. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Engineer under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon the Engineer's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

15. Disputes.

- a. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.
- b. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.
- c. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

16. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

17. Execution.

- a. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
- b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
- d. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

18. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.
- d. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.
- e. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:
 - i. The remainder of this Agreement shall be considered valid and operative, and,
 - ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.
- f. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

19. Compliance with other contracts. The Engineer shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement. When providing engineering services regarding construction projects on behalf of the District, Engineer shall comply with all applicable terms of construction contracts entered into by the District related to the Engineer's services.

20. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth Judicial District Court for Washington County, State of Utah.

21. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Engineer through the District's project delivery system Kahua, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. TRINITY STOUT, REUSE PROJECT MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

RB&G ENGINEERING
ATTN. BRANDON HORROCKS
1435 WEST 820 NORTH
PROVO, UTAH 84601

22. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A – Scope of Work and Fee Proposal
Exhibit B – Insurance Requirements

SCOPE OF WORK AND FEE PROPOSAL

February 6, 2026



Washington County Water Conservancy District
c/o Bradly Robbins, Sunrise Engineering
11 North 300 West
Washington, UT 84780

Re: Reuse Forebay Reservoir – REVISED PROPOSAL

Dear Mr. Robbins:

Our proposal to provide engineering services for the Washington County Water Conservancy District (WCWCD) Reuse Forebay Reservoir is described herein. The reservoir is planned at the existing Ash Creek Special Service District treatment facility in Hurricane, Utah. Our proposed scope of work includes the following tasks:

1. Preliminary Design
2. 30% Design
3. 60% Design
4. 90% Design
5. 100% Design
6. Construction Engineering

Our proposed scope of work for each of the tasks is described below. The scope of work was developed considering the requirements shown in Section 7 of the project Request for Statements of Qualification for Engineering Services and the January 22, 2026 Proposal Clarification Letter. A cost estimate and preliminary schedule for the work are attached.

The January 22, 2026 letter requested that our proposal indicate the anticipated scale for plan and profile sheets, and stated that 1" = 20' (22"x34" drawing) is preferred, and 1" = 40' is acceptable. For the Reuse Reservoir, we anticipate that a scale of 1" = 60' or 1" = 80' will be the most appropriate, considering the anticipated size of the basin; however, 1" = 20' or 1" = 40" scales can be used at the request of the project team. The use of 1" = 20' or 1" = 40' will likely prohibit showing the entire basin or profile on a single sheet, and large scale drawings are usually unnecessary for earth dams or reservoirs.

1. PRELIMINARY DESIGN

RB&G developed a conceptual design for the reuse forebay reservoir in partnership with Bowen Collins and Associates during the pre-design phase of the reuse project. RB&G did not participate

extensively in the coordination of the reservoir conceptual design with the conceptual design of the other aspects of the reuse system. We anticipate that the preliminary design for the reservoir will be performed by refining the conceptual design previously developed in coordination with the project team. We also anticipate the following work will be performed during the preliminary design:

- Project Management – We assume two key staff will participate in one meeting every two weeks, and that preliminary design will be performed over a period of three months. We also assume that the project manager and project engineer will each spend 5 hours participating in Kahua, invoice preparation, right of way, CAD/BIM and project partnering training. Coordination with the project team during the preliminary design stage will be important to define forebay reservoir design requirements.
- Risk Register – A risk register will be developed, which will be a living document updated throughout the forebay project. The risk register will include risk identification (list of identified risks), risk assessment (qualitative probability of occurrence, cost impact of occurrence, and schedule impact of occurrence), mitigation planning (proposed actions to reduce and/or manage the risk), responsible party (entity responsible to prevent or manage the risk), and tracking (risk status and/or success of mitigation).
- PESTLE Analysis – Political, Economic, Social, Technological, Environmental, and Legal considerations for the forebay reservoir will be identified. The PESTLE analysis will be updated throughout the design process.
- Conceptual Design Report – The pre-design report developed for the forebay reservoir will be updated to describe:
 - Available data, reports, historical designs, operations, and maintenance records,
 - Applicable codes, standards and regulations,
 - Major project constraints,
 - WCWCD preferences and standards,
 - Reservoir hydraulics (outlet/inlet pipe size),
 - Condition assessment,
 - Rehabilitation / modification / tie-in requirements,
 - Materials of construction,
 - Design loads,
 - Major mechanical equipment (outlet/inlet control valves),
 - Redundancy / standby requirements,
 - Summary of design requirements / criteria,
 - Recommendations for future design stages, and
 - Permitting requirements
- Preliminary Design Drawings – The conceptual drawings developed during the pre-design stage of the project will be updated as appropriate based on the preliminary design evaluation. We have assumed about 4 drawing sheets will be prepared.

- Opinion of Probable Construction Cost (OPCC) – Conceptual level cost estimates developed during the pre-design stage of the project will be updated.

2. 30% DESIGN

The Preliminary Design will be updated and refined based on information obtained during the design process and 30% design evaluations. We anticipate the following work will be performed during the 30% project design:

- Project Management – We assume two key staff will participate in one meeting every two weeks, and that 30% design will be performed over a period of six months. The project Risk Register and PESTLE analysis will be updated as needed.
- Basis of Design Report – A Basis of Design report will be developed, which will describe:
 - Geotechnical Investigations - We assume 14 borings will be drilled to depths of 40 feet and 30 test pits will be excavated to depths of 10 feet. A more detailed description of the planned geotechnical investigation is attached to this proposal.
 - Hydrology – The forebay reservoir is expected to have no or little inflow from natural runoff. This assumption will be verified and design inflow analyses, as required by the State of Utah, will be performed.
 - Identification of applicable codes, standards and regulations will be updated as needed,
 - Refinement of design requirements / criteria,
 - Permitting requirements,
 - Design loads,
 - Reservoir hydraulics (outlet/inlet pipe size, layout, and vertical alignment),
 - Dam and reservoir geotechnical design requirements,
 - Required structures – intake structure, outlet dissipation structure, outlet control structures,
 - Refinement of rehabilitation / modification / tie-in requirements,
 - Finalize materials of construction,
 - Finalize equipment list (outlet/inlet control valves) and provide recommendations for pre-purchase, and
 - Maintenance of Plant Operations – Requirements for use/abandonment of the existing water treatment ponds by the Ash Creek Special Service District.
- 30% Design Drawings – The preliminary design drawings will be updated to include
 - Reservoir plan and typical cross section,
 - Dam embankment plan, profile, and typical cross section,
 - Plan and profile of inlet/outlet piping,
 - Plan and cross section of inlet/outlet control structures.
 - We have assumed the 30% design package will include about 8 drawing sheets.
- Specifications – A table of contents for project specifications will be developed.

- OPCC –Cost estimates developed during prior design stages will be updated. We anticipate 30% contingency will be included for items of work not fully identified at the 30% design level.
- Quality Control – A formal review of the field investigation logs and laboratory testing will be performed, and documentation of the quality control review will be developed. Quality control for the other deliverables associated with 30% design will be preliminary, since the documents will be updated during later stages of the design.

3. 60% DESIGN

We anticipate the following work will be performed during development of the 60% reservoir design:

- Project Management – We assume two key staff will participate in one meeting every two weeks, and that 60% design will be performed over a period of four months. We also anticipate that a meeting will be held at the beginning of the 60% design to discuss 30% design review comments. The project Risk Register and PESTLE analysis will be updated as needed.
- Basis of Design Report – The basis of design report will be updated with information obtained during the design process and 60% design evaluations. We anticipate seepage, slope stability, empirical seismic deformation, and embankment internal stability (piping) evaluations will be performed during 60% design.
- 60% Design Drawings – Design drawings will be updated to include
 - Dam embankment internal drainage details,
 - Dam embankment zoning requirements, and
 - Reservoir liner details.
 - We have assumed the 60% design package will include 16 drawing sheets.
- Specifications – We assume that System project specifications provided by WCWCD will be modified to include requirements specific to dam and reservoir construction, and that about 5 new specifications will be developed for the reservoir project.
- OPCC –Cost estimates developed during prior design stages will be updated. We anticipate 20% contingency will be included for items of work not fully identified at the 60% design level.

Upon approval from the project team, the 60% design package will be submitted to the State of Utah Dam Safety Section for preliminary review. In our experience, Dam Safety will not perform a formal review of the 60% design, but coordinating early with them helps to facilitate their review of the final design when it is prepared.

4. 90% DESIGN

We anticipate the following work will be performed during development of the 90% reservoir design:

- Project Management – We assume two key staff will participate in one meeting every two weeks, and that 90% design will be performed over a period of four months. We also anticipate that a meeting will be held at the beginning of the 90% design to discuss 60% design review comments. The project Risk Register and PESTLE analysis will be updated as needed.
- Basis of Design Report – The basis of design report will be updated with information obtained during the design process and 90% design evaluations. We anticipate structural design evaluations for the inlet/outlet piping appurtenances and reservoir lining will be performed during 90% design.
- Design Modeling – A three-dimensional digital CAD model will be developed for the dam and reservoir. The model will include project excavations, embankment zoning, final grading, etc., and will be developed with the intent it can eventually be provided to the construction contractor.
- 90% Design Drawings – Design drawings will be updated to include
 - Structural details and detailed embankment cross sections.
 - Dam embankment zoning requirements, and
 - We have assumed the 90% design package will include 24 drawing sheets.
- Specifications – Project specifications previously developed will be updated.
- OPCC – We propose to procure the services of a construction contractor to review the project cost estimate. Comments received from the contractor review team will be incorporated into the 90% design cost estimate. We anticipate 10% contingency will be included with the 90% design OPCC.
- Quality Control – A formal review of the design package will be performed, and documentation of the quality control review will be developed.

Upon approval from the project team, the 90% design package will be submitted to Dam Safety for formal review. Review comments provided by dam safety will be evaluated concurrently with other design review comments received during preparation of the final design package.

5. 100% DESIGN

Review comments received on the 90% design package will be evaluated, the design will be updated to address the comments, and the design documents will be prepared for bidding. We have assumed that up to 30 review comments will be received and evaluated.

6. CONSTRUCTION ENGINEERING

As requested by the project team, our proposed scope of work for the project construction includes:

- Construction phase inspection and testing, which we have assumed will include one (1) resident engineer, one (1) inspector, and two (2) materials technicians; each working 45 hours per week,
- Part time design engineer support for review of contractor submittals and RFIs,
- Twice monthly site inspections by the project lead design engineer, and
- Up to three revisions of design documents during the project construction.

In preparing this proposal, we have assumed:

- The reservoir will be constructed over a period of 12 months,
- Each design modification performed during construction will require the revision of three or fewer plan sheets and/or one construction specification, and
- All RB&G employees will be paid per diem for living expenses. Local employees will be sought during the construction project to reduce costs; however, the feasibility of hiring local employees for the construction is unknown at this time.

SUMMARY

Our estimated hours and direct expenses to complete the work described in this proposal are detailed on the attached cost sheets. The work will be billed based upon actual hours and direct costs. Work will be invoiced at RB&G's standard billing rates in effect at the time the work is performed. Estimated 2026 billing rates are shown on the attached cost estimate. Our fee schedule is generally updated in about May of each year, and WCWCD will be notified of changes to our billing rates. We anticipate that billing rates will increase about 5% per year beginning in May 2027. We have made the following assumptions during development of this proposal:

- Reservoir inlet and outlet flows will generally be controlled by pump or other systems within segments of the project being designed by others. We anticipate that slide gates with manually operated stems or hydraulic systems will be installed on the inlet/outlet piping within the reservoir, but automated controls, if any, will be installed within other segments of the project.
- Permits for the geotechnical investigations, if required, will be requested and procured by others (RB&G will provide a site plan showing the proposed locations of investigation test holes).
- Water for drilling, up to 5,000 gal/day, will be available at the Ash Creek water treatment plant at no cost to RB&G.
- The existing ponds at the water treatment plant to be modified will be drained for geotechnical investigation access, or investigations will be limited to the perimeter of the existing ponds. Limiting investigations to the perimeter of the existing ponds may increase

risk for the project, depending on the geometry of the new pond, variability of subsurface conditions, and other factors.

- Boring locations will be surveyed by others, and the coordinates and elevations will be provided to us.
- The reservoir will be designed to retain about 170 acre-feet of water.
- The dam will be classified as a Moderate or High hazard facility by the State of Utah.
- One-half of coordination meetings will be held virtually. Travel for this project will be combined with other projects, where practical, to reduce project costs.

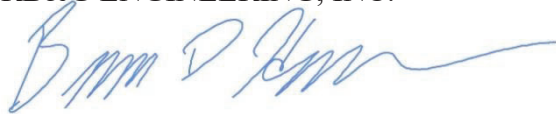
We propose the following schedule for design of the forebay reservoir. Modifications to the design schedule may be feasible if needed to coordinate with the other work being performed for the Reuse system. A more detailed schedule is attached with estimated monthly invoice amounts.

Task	Est. Duration	Est. Completion <small>(assumes NTP issued June 1, 2026)</small>
Preliminary Design	3 months	August 28, 2026
30% Design	6 months	February 26, 2027
60% Design	4 months	June 25, 2027
90% Design	4 months	November 5, 2027
Agency Review	3 monthsh	January 28, 2028
100% Design	1½ months	March 10, 2028

We appreciate the opportunity to submit this proposal, and we look forward to working with the reuse system team toward the successful completion of this important project.

Sincerely,

RB&G ENGINEERING, INC.



Brandon D. Horrocks, P.E., Principal

**WCWCD REUSE FOREBAY RESERVOIR
ENGINEERING COST ESTIMATE**

See Proposal dated February 6, 2026 for description of scope

Est. 2026 Billing Rate	Position	Name*
\$180/hr	Project Manager / Geotech. Engineer IV	B. Horrocks J. Price
\$180/hr	Structural / Engineer IV	M. Smith
\$225/hr	Sr. Dam Design / Engineer VI	B. Price
\$210/hr	Quality Control Manager / Engineer V	R. Johnson
\$140/hr	Geotech / Engineer II	C. Sanborn
\$130/hr	Geotech / Engineer I	C. Price
\$115/hr	Staff Engineer	C. Mudrow B. Darby M. Payne
\$80/hr	Engineer Intern	Max Hansen
\$145/hr	Prof. Geologist	Michael Hansen
\$135/hr	CAD Designer	J. Rusby
\$85/hr	CAD Technician	B. Lassen P. Nielson
\$135/hr	Sr. Geotechnical Technician	J. Boone
\$80/hr	Clerical	K. Chaddburn S. Ewell
	Direct Expenses and Technical Services (see attached)	

Task 1 - Preliminary Design

1.1	Project Management	45		8		37															\$1,050	\$67,135	
1.2	Risk Register	16		8	8	16																\$15,760	\$8,440
1.3	PESTLE Analysis	16		8	8	16																\$8,440	\$8,440
1.4	Conceptual Design Report	16		8		80						8										\$15,760	\$14,315
1.5	Preliminary Design Drawings	8		4		8	16				65											\$14,315	\$4,420
1.6	OPCC	8		4		16	16															\$4,420	\$4,420
Est. Labor Hours:		109	0	40	16	8	181	0	0	0	65	8	0	0									
Est. Charges:		\$19,620	\$0	\$9,000	\$3,360	\$1,120	\$23,530	\$0	\$0	\$0	\$8,775	\$680	\$0	\$0									\$1,050

Task 2 - 30% Design

2.1	Project Management	80		16		64																\$2,100	\$326,963
2.2	Basis of Design Report																						\$28,420
	Geotechnical Investigation	48		16		16	60	60	280		64	80											\$143,743
	Hydrology					48					12												\$264,743
	Other (See scope of work)	48		16		80			48														\$22,760
2.3	30% Design Drawings	16		8		8	64				64												\$1,040
2.4	Specifications					8																	\$4,420
2.5	OPCC	8		4		16																	\$5,580
2.6	Quality Control				8		20	20															\$145,843
Est. Labor Hours:		200	0	60	8	8	296	80	80	328	64	76	80	16									
Est. Charges:		\$36,000	\$0	\$13,500	\$1,680	\$1,120	\$38,480	\$9,200	\$6,400	\$47,560	\$8,640	\$6,460	\$10,800	\$1,280									

Task 3 - 60% Design

3.1	Project Management	64		8		48																\$1,400	\$108,300
3.2	Basis of Design Report																						\$20,960
	Slope Stability	8				40	40																\$39,280
	Seismic Deformation	8				16																	\$31,840
	Internal Stability	8				40	40																\$11,800
	Other (See scope of work)	16				80																	\$4,420
3.3	60% Design Drawings	16		16		8	48	16	16		80	48											\$11,800
3.4	Specifications	16		8		8	32	16															\$4,420
3.5	OPCC	8		4		16																	\$1,400
Est. Labor Hours:		144	0	36	0	16	320	112	16	0	80	48	0	0									
Est. Charges:		\$25,920	\$0	\$8,100	\$0	\$2,240	\$41,600	\$12,880	\$1,280	\$0	\$10,800	\$4,080	\$0	\$0									\$1,400

Task 4 - 90% Design

4.1	Project Management	64		8		48																\$1,400	\$157,600
4.2	Basis of Design Report	48	80	8	8	80	32																\$20,960
4.3	90% Design Drawings	32	48	8	8	16	80	32	16		128	128											\$41,880
4.4	Specifications	8			8	8	32																\$63,640
4.5	OPCC	16		8		32																	\$9,680
Est. Labor Hours:		168	128	32	24	24	272	64	16	0	128	128	0	32									\$21,440
Est. Charges:		\$30,240	\$23,040	\$7,200	\$5,040	\$3,360	\$35,360	\$7,360	\$1,280	\$0	\$17,280	\$10,880	\$0	\$2,560									

Task 5 - 100% Design

5.1	Project Management	40		8		32																\$1,050	\$50,330
5.2	Finalize Design Package	80	16	8	8	80	32																\$14,210
Est. Labor Hours:		120	16	16	8	0	112	32	0	0	0	0	0	16									\$36,120
Est. Charges:		\$21,600	\$2,880	\$3,600	\$1,680	\$0	\$14,560	\$3,680	\$0	\$0	\$0	\$0	\$0	\$0									

Proposed Design Budget for Tasks 1-3 (2026 billing rates): \$502,398

Proposed Design Budget for Tasks 4-5 (includes 5% markup for est. 2027 billing rates): \$218,327

Total Proposed Design Budget: \$720,725

WCWCD Reuse Forebay Reservoir

Technical Services and Direct Expenses

Mileage (Project Management Meetings and Site Visits)

Item	Quantity	Unit Cost	Est. Cost
Task 1.1	1,500 mi	\$0.70/mi	\$ 1,050
Task 2.1	3,000 mi	\$0.70/mi	\$ 2,100
Task 3.1	2,000 mi	\$0.70/mi	\$ 1,400
Task 4.1	2,000 mi	\$0.70/mi	\$ 1,400
Task 5.1	1,500 mi	\$0.70/mi	\$ 1,050
			\$ 7,000

Task 2.2 - Geotechnical Investigation

Item	Quantity	Unit Cost	Est. Cost
Mobilization & Demobilization	500 mi	\$5.25/mi	\$ 2,625
Track Mounted Drill Rig & 2-man Crew	180 hrs	\$400/hr	\$ 72,000
Drill Support Vehicle and Trailer	22 days	\$145/day	\$ 3,190
Engineer/Geologist Vehicle	26 days	\$75/day	\$ 1,950
Mileage (Design team site visit)	1,000 mi	\$0.70/mi	\$ 700
Per Diem	92 days	\$178/day	\$ 16,376
Geophysical Equipment	1 days	\$500/day	\$ 500
Supplies (bits, casing, cement, pvc, etc.)		cost + 10%, est.	\$ 3,000
Excavator for Access Roads and Test Pits		cost + 5%, est.	\$ 10,500
Laboratory Testing			
Classification (Gradation or Atterberg)	80 tests	\$90/ea	7,200
Hydrometer	10 tests	\$100/ea	1,000
Direct Shear	3 tests	\$325/ea	975
Consolidation	3 tests	\$120/ea	360
Unconfined Compressive Strength	15 tests	\$100/ea	1,500
CU Triaxial Compression	2 tests	\$900/ea	1,800
Dispersive Clay	10 tests	\$135/ea	1,350
Soluble Salts	10 tests	\$100/ea	1,000
pH, Resistivity, Sulfate & Chloride	3 tests	\$170/ea	510
Proctor	4 tests	\$140/ea	560
			\$ 143,743

Task 4.5 - OPCC

Item	Quantity	Unit Cost	Est. Cost
Construction Contractor Review		cost + 5%, est.	\$ 12,600
			\$ 12,600

Task 6 - Construction (Est. 2028 rates)

Item	Quantity	Unit Cost	Est. Cost
Mileage (Design Team Site Visits)	1,000 mi	\$0.77/mi	\$ 770
Vehicle (Full Time Staff)	60 days	\$80/day	\$ 4,800
Per Diem (Full Time Staff)	120 days	\$195/day	\$ 23,400
Laboratory and Testing Equipment	1 month	\$275/mo	\$ 275
Concrete Cylinders	3 sets	\$65/set	\$ 195
			\$ 29,440

WCWCD REUSE FOREBAY

PROJECT DESIGN SCHEDULE



Task	Start	End	Duration	Jun 26	Jul 26	Aug 26	Sep 26	Oct 26	Nov 26	Dec 26	Jan 27	Feb 27	Mar 27	Apr 27
Notice to Proceed	6/1/26	6/1/26	0											
PRELIMINARY DESIGN														
Preliminary Design Drawings	6/1/26	8/28/26	89											
Conceptual Design Report	6/29/26	7/24/26	26											
OPCC	7/27/26	7/31/26	5											
Risk Register	8/3/26	8/7/26	5											
PESTLE Analysis	8/10/26	8/14/26	5											
Submit Preliminary Design	8/28/26	8/28/26	1											
30% DESIGN														
Basic Design Report	8/31/26	2/26/27	180											
Geotechnical Investigations	8/31/26	1/14/26	89											
Hydrology	9/7/26	1/14/26	5											
Other Design Report Tasks	9/28/26	1/16/26	5											
30% Design Drawings	11/7/26	1/16/26	19											
Specifications	11/9/26	1/24/26	82											
OPCC	2/1/27	2/5/27	5											
Quality Control	2/8/27	2/12/27	5											
Submit 30% Design	2/15/27	2/19/27	5											
Submit 30% Design	2/26/27	2/26/27	1											
60% DESIGN														
60% Design Drawings	3/1/27	6/25/27	117											
Specifications	3/8/27	4/9/27	33											
Basic of Design Report	4/12/27	4/16/27	5											
Slope Stability	3/8/27	6/4/27	26											
Seismic Deformation	4/2/27	4/2/27	5											
Internal Stability	4/5/27	4/5/27	5											
Other Design Report Tasks	4/30/27	4/30/27	33											
OPCC	6/1/27	6/1/27	33											
Submit 60% Design	6/25/27	6/25/27	1											
EST. INVOICE AMOUNT:				\$20,000	\$25,000	\$22,000	\$110,000	\$110,000	\$36,000	\$43,000	\$12,000	\$16,000	\$32,000	\$48,000

Task	Start	End	Duration	May 27	Jun 27	Jul 27	Aug 27	Sep 27	Oct 27	Nov 27	Dec 27	Jan 28	Feb 28	Mar 28
60% DESIGN CONT	3/1/27	6/25/27	117											
60% Design Drawings	3/8/27	4/9/27	33											
Specifications	4/12/27	4/16/27	5											
Basic of Design Report	3/8/27	6/4/27	89											
Slope Stability	4/2/27	4/2/27	26											
Seismic Deformation	4/5/27	4/5/27	5											
Internal Stability	4/12/27	4/30/27	19											
Other Design Report Tasks	5/3/27	6/4/27	33											
OPCC	6/1/27	6/1/27	5											
Submit 60% Design	6/25/27	6/25/27	1											
90% DESIGN														
90% Design Drawings	6/28/27	11/5/27	131											
Specifications	7/6/27	8/27/27	53											
Design Modeling	7/6/27	8/6/27	32											
OPCC	7/26/27	9/17/27	54											
Basic of Design Report	9/20/27	10/8/27	19											
Quality Control	10/11/27	10/22/27	12											
Submit 90% Design	10/25/27	10/25/27	5											
Submit 90% Design	11/5/27	11/5/27	1											
AGENCY REVIEW														
AGENCY REVIEW	11/8/27	1/28/28	82											
100% DESIGN														
Finalize Design	1/31/28	3/10/28	40											
Quality Control	1/31/28	2/25/28	26											
Submit 100% Design	2/28/28	3/3/28	5											
Submit 100% Design	3/10/28	3/10/28	1											
EST. INVOICE AMOUNT:				\$19,000	\$10,000	\$44,000	\$50,000	\$27,000	\$22,000	<\$5,000	<\$5,000	<\$5,000	\$26,000	\$26,000

GEOTECHNICAL INVESTIGATION

Based on the evaluations performed during the pre-design stage of the project, we anticipate the forebay reservoir will be retained by a dam with a length of about 2,700 feet and height of about 25 feet. Basalt bedrock is expected to exist within the footprint of the dam and reservoir. We anticipate that 10 borings will be drilled to average depths of 40 feet to investigate dam and reservoir foundation conditions. We also anticipate that borings will be drilled using a tracked machine, which will facilitate access if borings are drilled within the existing ponds. Existing embankment and overburden materials will be sampled at 3-foot intervals. Basalt rock will be continuously cored using an HQ core barrel. Core obtained during the investigation will be photographed.

Down-hole permeability testing will be performed within the borings. Open hole tests will be performed within overburden deposits and pressurized packer tests will be performed within bedrock. Hydraulic conductivity will be calculated from the results of the permeability testing following the methods developed by the Bureau of Reclamation.

Test pits will be excavated at potential embankment borrow sites under the direction of experienced RB&G personnel. Samples of the materials encountered within the test pits will be obtained for laboratory testing to evaluate the engineering characteristics of materials available for embankment construction. We anticipate that potential borrow areas will be identified during the project design. We assume that 30 test pits will be excavated to depths of about 10 feet during the investigation.

The test holes will be logged in the field by an engineer or geologist, and each sample will be classified visually according to the Unified Soil Classification System. The depth of the water table, if encountered, will be noted on the logs.

Selected samples obtained during the investigations will be tested in the laboratory to determine engineering characteristics. A laboratory testing program will be developed after the samples are obtained, and will likely include gradation, Atterberg limits, hydrometer, direct shear, consolidation, unconfined compressive strength, consolidated undrained triaxial compression with pore pressure measurements, dispersive clay, soluble salts, pH, resistivity, sulfate content, chloride content, and moisture-density relationship (Proctor) tests. Tests will be performed in accordance with ASTM standards; except for soluble, sulfate, and chloride tests, which will be performed following Bureau of Reclamation and EPA standards, respectively. Estimated laboratory test quantities are shown on the attached cost table.

Testing has been defined in terms of number, type, and unit cost so modifications can be made to the testing program, depending on the material types encountered and the actual tests performed. No testing which results in exceeding the laboratory testing cost shown on the attached table will be performed without authorization from WCWCD.

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Engineer shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Engineer and all of Engineer’s sub-contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Engineer’s Sub-Contractor’s shall furnish District with certificates of insurance and with original endorsements effecting coverage required

by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

ENGINEER AGREEMENT
(Reuse Forebay to Exchange – Segment 6 Project)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and Hansen Allen & Luce, Inc., a Utah corporation (Engineer) digitally sign the Agreement via the District's project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage an engineer to provide engineering services for the Regional Reuse Purification System; and

WHEREAS, the Engineer has submitted a statement of qualifications and has been selected to perform engineering services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Description of Services.

The Engineer will perform the services described in the Proposed Scope of Work (Exhibit A) in accordance with the applicable professional standards of care, in a reasonably timely, efficient, and professional manner, in accordance with this Agreement and in consultation with the District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of Engineer, and any sub-contractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to the providing the services provided under this Agreement. Upon submitting a request for payment for services, the Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders;
- e. Submitting or responding to requests for information (RFIs);
- f. Executing contracts and contract amendments;
- g. Creating and managing submittal items or packages;
- h. Creating and scheduling meetings, creating agendas, and tracking agenda items;
- i. Tracking permits;
- j. Tracking completion of checklists;
- k. Entering and updating budget information;
- l. Importing, updating and tracking schedules;
- m. Creating daily reports;
- n. Creating field observations and tracking assignments;
- o. Documenting inspections;
- p. Creating and managing punch lists;
- q. Managing procurement activities;
- r. Creating and managing field inspections and assigning action items; and
- s. Completing other tasks or actions required by the Agreement and requested by the District.

Engineer agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Engineer in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Engineer through Kahua. The Engineer will only invoice actual accrued costs. The District will remit payment to the Engineer within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Engineer that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, withhold ten percent (10%) of any amount due if, due to the fault of the Engineer, the work is not satisfactory to the District or if the work falls behind schedule, which amount(s) withheld will be disbursed to the Engineer within 30 days of the Engineer rectifying the cause for withholding to the District's satisfaction. The District may also, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Engineer shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

d. Proposed Changes to Cost Estimate

During the term of this Agreement the Engineer may submit for the District's review any suggested changes to the Fee Proposal, including, but not limited to, changes in the personnel, rates, and expenses. Proposed changes must be submitted through Kahua. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 180 days prior to the beginning of a new District fiscal year. The District's fiscal year is from January 1 through December 31. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to work or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach an agreement on proposed changes either party may terminate this Agreement. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete work.

5. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system software platform, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Engineer in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Engineer may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Engineer for the Engineer to perform its work is very security sensitive. The Engineer will strictly comply with District written security protocols provided by the District to the Engineer and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Engineer in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Engineer will be immediately complied with by the Engineer. The Engineer will notify the District immediately if the Engineer has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Engineer shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Engineer's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Engineer shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Engineer to disclose information other than as is set forth in this section, prior to doing so, the Engineer shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Engineer shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Engineer shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Engineer by the District. The Engineer shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Engineer.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Engineer shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Engineer agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the subcontractor were the Engineer referred to herein. The Engineer is responsible for contract performance whether or not subcontractors are used. The Engineer shall submit the name of each subcontractor which the Engineer intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Record Keeping, Audits, and Inspections. The Engineer and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Engineer shall make available for audit and inspection all such records relating to Agreement services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Engineer until disposition has been made of such disputes, litigation, claims, or exceptions.

7. Completeness and Accuracy. The Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement. The Engineer shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Engineer shall correct all errors or omissions at its own expense. This provision is not intended to prevent the Engineer from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Engineer.

8. Indemnification and Insurance. In no event will any fault of the Engineer or its employees, subcontractors, or suppliers be reapportioned to the District or its officers, trustees, or employees. The Engineer will indemnify and hold the District and its officers, trustees, or employees harmless from any such reapportionment of fault.

Consistent with Utah Code Annotated Section 63G-6a-1203, the Engineer will indemnify the District and its respective officers, trustees, or employees from any claim of third parties to the extent caused by the Engineer's breach of this Agreement or by the negligence or other fault of the Engineer, or its employees, subcontractors, or suppliers. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, trustees, and employees with indemnity to the greatest extent allowed by law. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Engineer that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, withhold final payment under the Agreement until receipt of all final reports and deliverables.
- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.
- c. Waiver of Claims. Prior to acceptance of final payment, the Engineer shall submit in writing to the District any known claim that the Engineer or any of the Engineer's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Engineer will constitute a waiver of any such claim other than

those claims previously made in writing and submitted to the District. The Engineer shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Engineer, whether known or unknown at the time such payment is made.

10. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to four successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

11. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

12. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Engineer in writing. Immediately upon receipt of such notice, the Engineer shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Engineer shall document its services through the termination date and submit such documentation to the District for its evaluation. The Engineer shall receive compensation for services performed up through the date of termination or abandonment.

13. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Engineer certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Engineer agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. The Engineer agrees to notify the District in writing if it begins engaging in an economic boycott.
- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

14. Rights and Obligations.

- a. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Engineer under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon the Engineer's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

15. Disputes.

- a. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.
- b. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.
- c. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

16. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

17. Execution.

- a. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
- b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
- d. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

18. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.
- d. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.
- e. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:
 - i. The remainder of this Agreement shall be considered valid and operative, and,
 - ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.
- f. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

19. Compliance with other contracts. The Engineer shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement. When providing engineering services regarding construction projects on behalf of the District, Engineer shall comply with all applicable terms of construction contracts entered into by the District related to the Engineer's services.

20. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth Judicial District Court for Washington County, State of Utah.

21. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Engineer through the District's project delivery system Kahua, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. TRINITY STOUT, REUSE PROJECT MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

HANSEN ALLEN & LUCE, INC.
ATTN. STEVE JONES
859 WEST, SOUTH JORDAN PARKWAY, SUITE 200
SOUTH JORDAN, UTAH 84095

22. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A – Scope of Work and Fee Proposal
Exhibit B – Insurance Requirements

SCOPE OF WORK AND FEE PROPOSAL

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Engineer shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Engineer and all of Engineer’s sub-contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii and in the limits as listed in this document, unless approved in writing by the District.

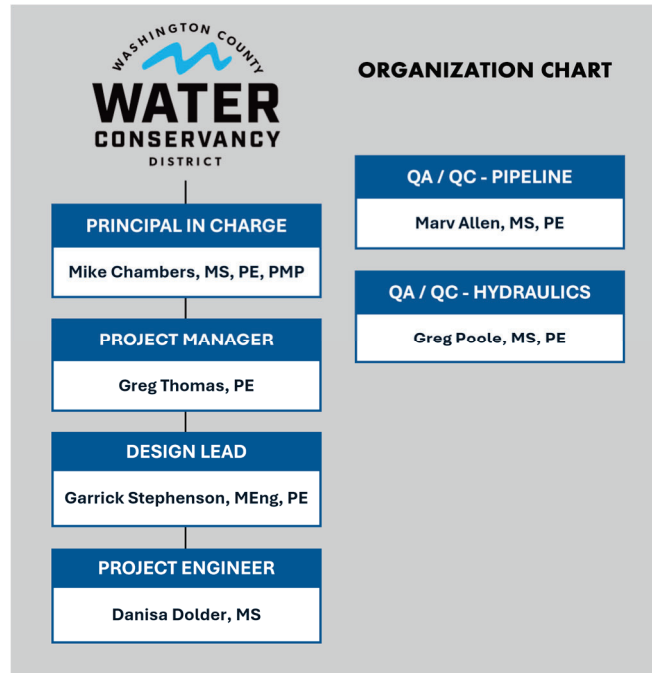
D. VERIFICATION OF COVERAGE

Consultant and all of Engineer’s Sub-Contractor’s shall furnish District with certificates of insurance and with original endorsements effecting coverage required

by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

EXHIBIT A
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT (WCWCD)
REGIONAL REUSE PURIFICATION SYSTEM PROJECT PIPELINE SEGMENT 6
SCOPE OF WORK

The following is our proposed Scope of Work for Segment 6 of the Conveyance Pipeline work. Segment 6 begins at Pump Station #2 (Reuse Forebay) and ends at Pump Station #3 (Intermediate Pump Station between Segment 6 and Segment 7). The pipeline includes approximately 17,700 feet of 36-inch diameter ductile iron pipe (DIP). Below is the revised Org Chart for the work.



Task 100 – Project Setup, Project Management, Progress Meetings and Design Review. HAL will meet with WCWCD to review project progress and receive input into the pipeline design from management, engineering, and operations personnel.

Input:

Signed Engineering Services Agreement with WCWCD.

Activities:

100 Project Setup, Project Management and Coordination

The Project Setup, Project Management and Coordination activity will include setting up the project with WCWCD, management of the HAL design team including sub-contractors, management of project budget and project schedule, invoicing with Kahua, and communication and coordination with WCWCD project manager, engineers, and staff. The HAL project manager will also review scope progress and verify that the design team is completing the items as identified in the tasks below.

101 Kickoff Meeting (In person)

Attend kickoff meeting to review the scope of the project, identify, and discuss energy related issues, discuss key project issues and how we can help WCWCD meet these key project objectives. Finalize the proposed project schedule including key milestones, discuss permitting requirements, and coordination with other stakeholders.

102 30% Design Review Meeting (In person)

The 30% Design Review meeting will be held at the completion of Task 600. Present and review the 30% level design drawings, specifications table of contents, and draft major equipment specifications.

103 60% Design Review Meeting (In person)

The 60% Design Review meeting will be held at the completion of Task 700. Present and review the 60% level design drawings, specifications table of contents, and draft major equipment specifications.

104 90% Design Review Meeting (In person)

The 90% Design Review meeting will be held at the completion of Task 800. Present and review the 90% level design drawings and specifications.

105 100% Design Review Meeting (In person)

The 100% Design Review meeting will be held at the completion of Task 900. Present and review the 100% level design drawings and specifications.

106 Project Scheduling (In person)

Prepare a detailed design schedule using Microsoft Project. We have assumed that the construction delivery method will be a typical Design-Bid-Build (DBB). The Schedule will identify key milestones and provide a work breakdown structure that corresponds to these milestones.

A preliminary schedule will be submitted before the kickoff meeting. HAL will manage the work in conjunction with monitoring milestones for adherence to the project schedule and overall Program Schedule. The Program Schedule will be developed and maintained by WCWCD for all the reuse projects. HAL will prepare a monthly schedule update and will participate in a monthly meeting with the Program Team to discuss schedule progress, potential issues, and mitigation methodologies. The project risks/risk register will be discussed at this meeting to confirm the items are being appropriately mitigated as part of the design. HAL will schedule a workshop following WCWCD review at each milestone to discuss the work in progress. HAL will walk through the design so that reviewers understand the design concept and can gain resolution to comments or questions.

107 Risk Management

The purpose of this task will be to identify, assess, mitigate, and monitor risks associated with the planning and design of the pipeline to ensure regulatory compliance, constructability, cost control, and long-term operational reliability.

Create a risk register for the project which includes, but is not limited to, the following:

- Pipeline location in the alignment
- Subsurface utilities
- Hydraulic design
- Corrosion protection/control
- Environmental and permitting constraints
- Right-of-way (ROW)/Easement coordination
- Construction feasibility and schedule impacts
- Interface management with pump stations

We will conduct a design team brainstorming session at the beginning of each design phase of the project (30%, 60%, and 90%). During the session we will review existing site data, as-built drawings, and utility information; geotechnical information and investigations; Hydraulic risks (i.e. pressure transients/surge, air release/vacuums

issues); environmental (i.e. wetlands, species habitat, cultural resources); construction risks; schedule; and stakeholder operational issues.

All risks will be assigned a likelihood and consequence score and potential impact on cost and schedule will be quantified. Mitigation actions will be determined for each identified risk. Each risk will be assigned to a member of the design team. Contingency allowances will be established for each major risk.

The risk register will be updated at each design milestone. We will track the closing of mitigation actions and verify implementation. Risk contingencies will be revised as needed throughout the design. Risks will be escalated if determined during risk review sessions.

108 District Training

The Project Manager and Project Engineer will attend the following virtual training sessions:

- *Kahua Project Management System*
- *Project Invoice Preparation and Submittal*
- *Right of Way Acquisition*
- *CAD/BIM Kickoff (including CAD lead)*
- *Project Partnering*

Deliverables:

Kickoff Meeting Notes

Preliminary Design Schedule

Monthly Design Schedule Updates

Risk Register and Updates

Task 200 - Survey and Base Mapping Coordination. The work will require control surveys, utility surveys and topographic surveys in sufficient detail to prepare construction documents. It is our understanding that WCWCD has a Survey and Mapping firm that will provide all required survey information including topographic information, imagery, the location and elevation of existing site features and utilities with visible evidence at the surface, and stationary items such as monuments, trees, guardrails, fences, etc. The survey information will be based on WCWCD's datum.

Input:

Detailed imagery (aerial photography) and survey data for the Segment #6 pipeline alignment will be provided by WCWCD Survey and Mapping firm.

Activities:

201 Import Survey and Mapping Information

HAL will collect the information from the Survey and Mapping firm.

202 AutoCAD Base Map

HAL will prepare a base map for the project in AutoCAD from the survey data provided.

203 Coordination with WCWCD Surveyor

HAL will identify additional survey needs as the design progresses and coordinate with the surveyor to obtain the information.

Deliverables:

- AutoCAD basemap file in DWG format

Task 300 - Geotechnical Report. Geotechnical investigations will be required to determine the soil and ground water conditions along the alignment and to define and obtain recommendations for design and construction of the pipeline, structures, and related facilities. The WCWCD Geotechnical firm will provide the report of the investigations.

Input:

Desktop Geotechnical Evaluation – WCWCD Reuse Pre-Design – August 2024

Activities:

301 Geotechnical Investigations

HAL will coordinate with the Geotechnical firm to determine locations where geotechnical borings will be required. HAL will review the completed reports and determine if additional information will be required.

Deliverables:

- Geotechnical Investigations Memo

Task 400 - As-Built Research and Utility Investigations. Research existing utility records and record drawings for sewer, water, power (underground and overhead), telephone (underground and overhead), fiber optic lines, gas, cable TV (underground and overhead), storm water, drainage improvements and irrigation to determine existing conditions that may impact the design and construction of the project.

Perform a field review of utilities in the proposed alignment and right-of-way for the project. Gather data on where major utilities could affect the final design of the project and request potholing from the District, if needed. Base map drawings and the design will be modified accordingly.

Input:

Routing Analysis Technical Memorandum – April 2025

Activities:

- 401 Review and Evaluate utility records and drawings from WCWCD provided survey data.
- 402 Perform a field review of utilities identified under item 401 above to check for accuracy. Assumes two (2) separate site visits.
- 403 Identify major utilities that could affect the design of the project request to have the District pothole these utilities to verify location and depth.

Deliverables:

- Spreadsheet in Excel format of pothole information
- Updated base map in AutoCAD with pothole locations

Task 500 - Permits. Assist WCWCD in obtaining necessary permits for the project in a timely manner. As required, contact permitting agencies, prepare necessary applications and documents for WCWCD review, obtain WCWCD approvals for applications, assist WCWCD in submitting applications, address questions regarding the applications with the permitting agencies, make necessary revisions, and attend one additional meeting.

This task shall include assistance in obtaining the following permits (at a minimum):

1. UDOT
2. SWPPP
3. Hurricane City Encroachment Permit

Identify, as part of the contract documents, any other permits required by a contractor performing the project work and the cost for the contractor to obtain them. This will include the District's Stormwater Pollution Prevention Plan (SWPPP) and coordination with Hurricane City as needed.

Input:

Project NEPA compliance documents

Activities:

- 503 UDOT Coordination on requirements for construction in UDOT right-of-way. Includes two (2) in person meetings with UDOT.
- 504 Hurricane City Coordination to determine requirements for obtaining an encroachment permit. Identify issues and concerns that need to be addressed. Includes two (2) in person meetings with the City.
- 505 Environmental Requirements Coordination
- 506 Prepare a draft SWPPP for inclusion with the bid documents. Final SWPPP will need to be prepared and signed by the construction general contractor.

Deliverables:

- UDOT Permit
- Draft SWPPP
- Hurricane City Encroachment permit requirements

Task 600 – 30% Design. This task will include activities required to support development of a 30% design submittal for the Segment #6 pipeline. This task will build on the preliminary design completed by Bowen-Collins & Associates to prepare a Basis of Design (BOD) Report which identifies technical design criteria, design codes, and site-specific design drawings. The goal of the BOD will be to clearly define what will be designed and how the design will be accomplished within the project boundaries. HAL will prepare an engineer's opinion of probable construction costs (OPCC) for the pipeline and associated facilities in coordination with Stantec.

Input:

Preliminary Design Conceptual Report

Activities:

- 601 Develop Basis of Design (BOD) Report
 - Collect Additional Field Data – assist with additional alignment survey as needed and subsurface utility engineering (SUE) investigations.
 - Identify environmental, cultural, and historic areas and features of concern – Coordinate with WCWCD's Environmental Consultant to identify areas and features of concern

- along the alignment.
 - Refine and finalize code basis
 - Identify permit and agency approval requirements – pedestrian and traffic plan, SWPPP, Flood Protection
 - Hydraulic Profile/Flow Splitting/Surge Analysis
 - Geotechnical Data/Interpretive Data – Soils Management, Dewatering Requirements, and Pipe Bedding, Excavation and Backfill Requirements, Trenchless Requirements
 - Identify Tie-in Requirements – Connections to existing utilities, Identify crossing agreements and easements
 - Review Corrosion Protection Requirements – Coordinate with the WCWCD Cathodic Protection Specialist
 - Finalize Materials of Construction
 - Maintenance of Plant Operations (MOPO) – Scheduled Pipeline Interruptions
- 602 Preliminary Drawings
- Prepare 30% level plan and profile sheets and typical details
 - Pipeline Conflict Resolution – identify existing crossing utilities and develop plans and details for utility relocations as needed
 - Land Requirements – identify locations for pipeline appurtenances such as air valve vaults and vents.
 - Define Rights-of-Way
- 603 Specifications
- Prepare Table of Contents for Sections to be included
- 604 OPCC Preparation
- Prepare quantity take-offs, vendor proposals, and quotes to support OPCC development.
 - Prepare Class 5 OPCC
 - Coordinate costs with Stantec

Deliverables:

- 30% Level Basis of Design Report
- 30% Preliminary Design Drawings
- Specifications Table of Contents
- Class 5 OPCC

Task 700 – 60% Design. This task will include activities required to support development of a 60% design submittal for the Segment #6 pipeline. This task will build on the 30% design completed in Task 600 to further detail the Basis of Design (BOD) Report with technical design criteria, design codes, and site-specific design drawings. The goal of the BOD will be to clearly identify design parameters. **All major design decisions are made, and the design concept is frozen.** HAL will prepare an opinion of probable construction cost (OPCC) for the pipeline and associated facilities.

Input:

- 30% BOD Report
- 30% Design Drawings
- 30% Specifications Table of Contents

Activities:

- 701 Update Basis of Design (BOD) Report including all items from 30% design plus:
- Complete Design Calculations
 - Complete Assessments
 - Regulatory and Permitting Submissions – pedestrian and traffic plan, SWPPP, Flood Protection, UDOT
 - Finalize Hydraulic Profile/Flow Splitting/Surge Analysis
- 702 Preliminary Drawings
- Prepare 60% level plan and profile sheets, typical details, and project specific details
 - Confirm Pipeline Conflict Resolution
 - Confirm Land Requirements
 - Confirm Rights-of-Way
- 703 Specifications
- Prepare recommendations for changes to the project Standard Specification Sections
- 704 OPCC Preparation
- Prepare quantity take-offs, vendor proposals, and quotes to support OPCC development.
 - Prepare Class 4 OPCC
 - Coordinate costs with Stantec

Deliverables:

- 60% Level Basis of Design Report
- 60% Preliminary Design Drawings
- 60% Level Specifications
- Class 4 OPCC

Task 800 – 90% Design. This task will include activities required to support development of a 90% design submittal for the Segment #6 pipeline. This task will build on the 60% design completed in Task 700 to finalize the Basis of Design (BOD) Report with technical design criteria, design codes, and site-specific design drawings. The goal of the 90% Design is to provide drawings and specifications that are completely detailed. HAL will support Stantec in preparing an opinion of probable construction cost (OPCC) for the pipeline and associated facilities. Assist with Value Engineering.

Input:

- 60% BOD Report
- 60% Design Drawings
- 60% Specifications

Activities:

- 801 Finalize Basis of Design (BOD) Report all items from the 60% design plus:
- Project Sequencing Plan
 - Identify Long Lead Items and Potential Early Procurement
- 802 Preliminary Drawings
- Prepare 90% level plan and profile sheets, typical details, and project specific details

- 803 Specifications
 - Prepare 90% Level Specification Sections
 - Review and provide project specific recommendations regarding WCWCD specifications
- 804 OPCC Preparation
 - Prepare quantity take-offs, vendor proposals, and quotes to support OPCC development.
 - Prepare Class 3 OPCC
 - Coordinate costs with Stantec
- 805 Value Engineering – assist with value engineering (VE) team during the VE process.

Deliverables:

- Final Basis of Design Report
- 90% Preliminary Design Drawings
- 90% Level Specifications
- Class 3 OPCC

Task 900 – Issued for Bidding (IFB) Documents. This task will include activities required to support development of documents ready for Bidding for the Segment #6 pipeline. This task will build on the 90% design completed in Task 800. The goal of the IFB Documents is to provide drawings and specifications that the Program Team and Regulatory Agencies have accepted as the basis for bidding. HAL will prepare a final opinion of probable construction cost (OPCC) for the pipeline and associated facilities. Any outstanding comments by regulators and Program Team will be addressed prior to bidding.

Input:

Final BOD Report
 90% Design Drawings
 90% Specifications

Activities:

- 901 Issued for Bid (IFB) Drawings
 - Prepare final stamped and signed drawings
- 902 Specifications
 - Prepare final stamped and signed specifications
- 903 Prepare Final OPCC
 - Prepare any updates needed for quantity take-offs, vendor proposals, and quotes to support OPCC development.
 - Prepare final OPCC
 - Coordinate costs with Stantec

Deliverables:

- Issued for Bidding Design Drawings and Specifications

Task 1000 –Quality Reviews. HAL will conduct internal quality reviews prior to submitting each Task deliverable. HAL will prepare a Quality Management Plan (QMP) to be used for the Work and submit to WCWCD for review. In addition to the WCWCD, 30% Design (Task 600), and 100% Design (Task 900) will be submitted to the USBR and the 100% Design (Task 900) will be submitted to the State.

Constructability reviews will be conducted by Whitaker Construction as well as HAL senior engineers. HAL will prepare Review Logs to document and track comments and responses.

Input:

- 30% Preliminary Design (Task 600)
- 60% Preliminary Design (Task 700)
- 90% Preliminary Design (Task 800)
- 100% Preliminary Design (Task 900)

Activities:

- 1001 Develop Quality Management Plan (QMP)
- 1002 Conduct individual discipline and discipline coordination reviews
 - 30% Design Review
 - 60% Design Review
 - 90% Design Review
 - 100% Design Review
- 1003 Constructability Review
 - 60% Design Constructability Review
 - 90% Design Constructability Review
 - 100% Design Constructability Review

Deliverables:

- 30% Design Comment Log and QA/QC Process Certification
- 60% Design Comment Log and QA/QC Process Certification
- 90% Design Comment Log and QA/QC Process Certification
- 100% Design Comment Log and QA/QC Process Certification
- Constructability Review Comment Logs

Task 1100 – Engineering Services During Construction (ESDC). HAL will provide ESDC for the construction of the Segment #6 pipeline. WCWCD will provide onsite inspection and material testing.

Input:

Conformed Construction Drawings and Specifications

Activities:

- 1001 *Review and Respond to Submittals and Shop Drawings (assumes 20 Submittals)*
- 1002 *Review and Respond to Contractor Requests for Information (RFI) (assumes 25 RFIs)*
- 1003 *Evaluate and recommend Change Orders (assumes 4 Change Orders)*
- 1004 *Project Engineer will attend weekly construction meetings (virtually) and attend the weekly construction meeting in person during the monthly site visit. (assumes 64 meetings)*
- 1005 *Project Engineer will attend the preconstruction meeting (in-person)*
- 1006 *Project Engineer will make monthly site visits (assumes 16 visits)*
- 1007 *Project Engineer will attend project start-up and commissioning*
- 1008 *Project Engineer will attend the punch list walk through.*

1009 Additional engineering time to respond to miscellaneous support requests made by the district (assume 50 hours total).

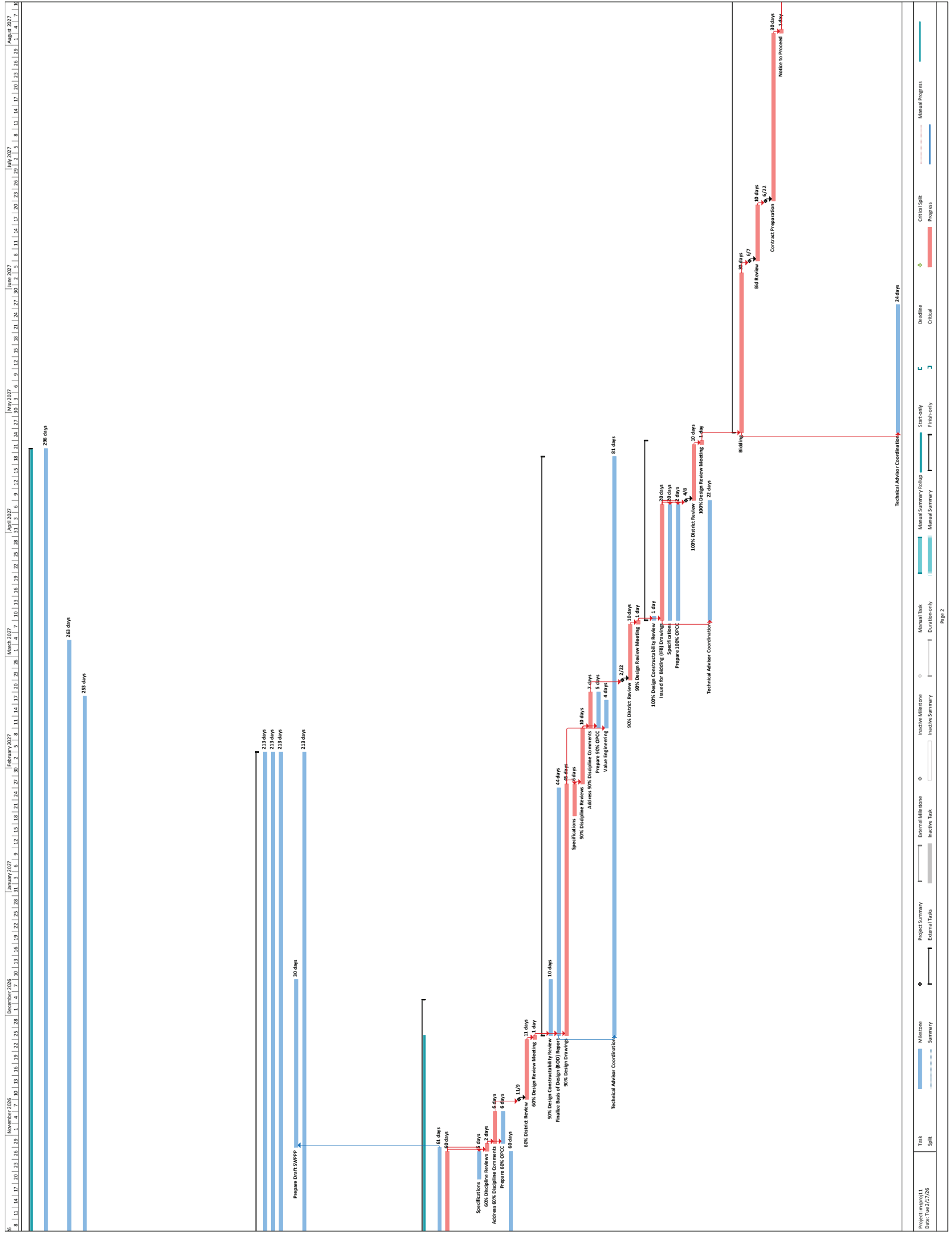
Deliverables:

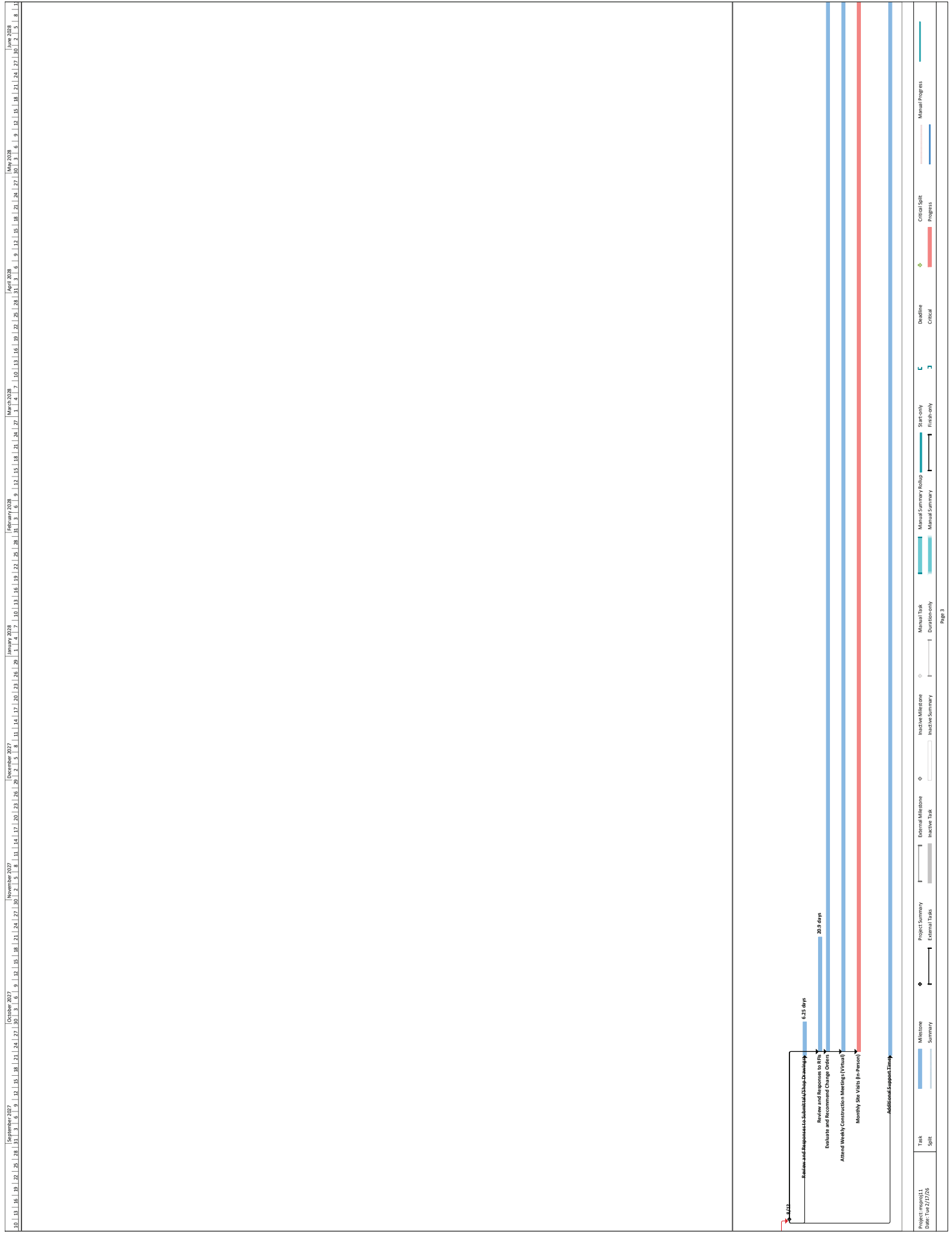
- Responses to Submittal/Shop Drawings
- Responses to RFIs
- Recommendations to Change Orders
- Final Punch List

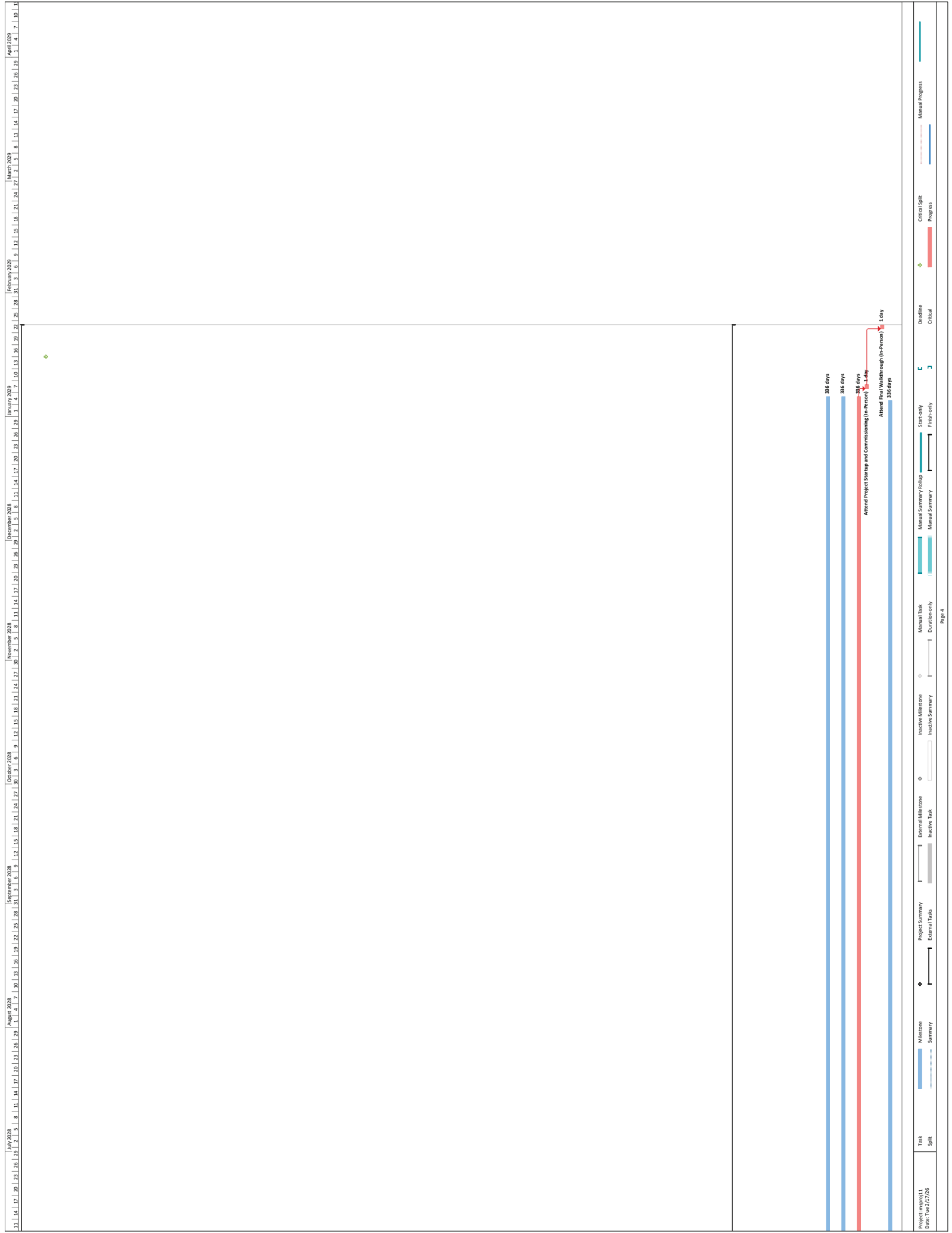
ASSUMPTIONS

Our Scope of Work and Estimated Engineering Fee have been developed and estimated assuming that the project will proceed in general conformance with HAL's proposal. As part of this Scope of Work, the following assumptions were made. If circumstances arise which cause these assumptions not to be valid, an amendment in the Scope of Work and engineering fee will be necessary:

- 1) WCWCD will provide all Design Engineering Guidelines (DEG), Bid Documents, Technical Specifications, and Standard Details for use on this project. Our scope and fee only assume that minor adjustments may be needed to the Technical Specifications and Standard Details to fit within the Segment #6 project requirements.
- 2) All project drawings will be completed using the WCWCD program CAD Standards. These Standards and any required AutoCAD templates will be provided to HAL.
- 3) *Plan and profile sheets will be drawn at 1"=20' scale for full size 22x34 sheets and plans with be at 1/4" = 1'-0" scale. We have estimated a total of 73 sheets (40 plan and profile sheets).*
- 4) All project surveying will be provided by the WCWCD surveyor.
- 5) All Geotechnical Investigations will be completed by the WCWCD geotechnical engineer.
- 6) *Cathodic Protection details and requirements, if needed, will be provided by the WCWCD cathodic protection engineer.*
- 7) Stantec will provide all hydraulic modeling for the project including hydraulic transient/surge analysis. HAL will coordinate with Stantec to complete any additional modeling as required to properly design the Segment #6 pipeline.
- 8) Assistance during bidding is not included in this current scope of work but is anticipated to be added to a future amendment to the contract.
- 9) *Preparation of Record Drawings has not been included in the Engineering Services During Construction scope of work.*
- 10) *Potholing, if required, will be completed by the District.*
- 11) *Project Invoicing will be submitted in Kahua no later than the 10th of each month.*
- 12) *Markup on any subconsultants will be 5%.*
- 13) *For ESDC we have estimated that construction will be completed in 64 weeks including 4 weeks for completion of final punch list items.*
- 14) *Billing rates for tasks and/or activities completed after January 1, 2027 have been increased by 3% to account for annual fee adjustments.*
- 15) *Conduits for I&C will be included per the District DEG. I&C design is NOT included in our Scope of Work.*







ENGINEER AGREEMENT
(Reuse Forebay to Exchange – Segment 7 Project)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and Sunrise Engineering, a Utah corporation (Engineer) digitally sign the Agreement via the District's project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage an engineer to provide engineering services for the Regional Reuse Purification System; and

WHEREAS, the Engineer has submitted a statement of qualifications and has been selected to perform engineering services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Description of Services.

The Engineer will perform the services described in the Proposed Scope of Work (Exhibit A) in accordance with the applicable professional standards of care, in a reasonably timely, efficient, and professional manner, in accordance with this Agreement and in consultation with the District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of Engineer, and any sub-contractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to the providing the services provided under this Agreement. Upon submitting a request for payment for services, the Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders;
- e. Submitting or responding to requests for information (RFIs);
- f. Executing contracts and contract amendments;
- g. Creating and managing submittal items or packages;
- h. Creating and scheduling meetings, creating agendas, and tracking agenda items;
- i. Tracking permits;
- j. Tracking completion of checklists;
- k. Entering and updating budget information;
- l. Importing, updating and tracking schedules;
- m. Creating daily reports;
- n. Creating field observations and tracking assignments;
- o. Documenting inspections;
- p. Creating and managing punch lists;
- q. Managing procurement activities;
- r. Creating and managing field inspections and assigning action items; and
- s. Completing other tasks or actions required by the Agreement and requested by the District.

Engineer agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Engineer in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Engineer through Kahua. The Engineer will only invoice actual accrued costs. The District will remit payment to the Engineer within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Engineer that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, withhold ten percent (10%) of any amount due if, due to the fault of the Engineer, the work is not satisfactory to the District or if the work falls behind schedule, which amount(s) withheld will be disbursed to the Engineer within 30 days of the Engineer rectifying the cause for withholding to the District's satisfaction. The District may also, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Engineer shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

d. Proposed Changes to Cost Estimate

During the term of this Agreement the Engineer may submit for the District's review any suggested changes to the Fee Proposal, including, but not limited to, changes in the personnel, rates, and expenses. Proposed changes must be submitted through Kahua. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 180 days prior to the beginning of a new District fiscal year. The District's fiscal year is from January 1 through December 31. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to work or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach an agreement on proposed changes either party may terminate this Agreement. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete work.

5. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system software platform, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Engineer in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Engineer may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Engineer for the Engineer to perform its work is very security sensitive. The Engineer will strictly comply with District written security protocols provided by the District to the Engineer and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Engineer in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Engineer will be immediately complied with by the Engineer. The Engineer will notify the District immediately if the Engineer has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Engineer shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Engineer's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Engineer shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Engineer to disclose information other than as is set forth in this section, prior to doing so, the Engineer shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Engineer shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Engineer shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Engineer by the District. The Engineer shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Engineer.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Engineer shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Engineer agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the subcontractor were the Engineer referred to herein. The Engineer is responsible for contract performance whether or not subcontractors are used. The Engineer shall submit the name of each subcontractor which the Engineer intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Record Keeping, Audits, and Inspections. The Engineer and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Engineer shall make available for audit and inspection all such records relating to Agreement services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Engineer until disposition has been made of such disputes, litigation, claims, or exceptions.

7. Completeness and Accuracy. The Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement. The Engineer shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Engineer shall correct all errors or omissions at its own expense. This provision is not intended to prevent the Engineer from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Engineer.

8. Indemnification and Insurance. In no event will any fault of the Engineer or its employees, subcontractors, or suppliers be reapportioned to the District or its officers, trustees, or employees. The Engineer will indemnify and hold the District and its officers, trustees, or employees harmless from any such reapportionment of fault.

Consistent with Utah Code Annotated Section 63G-6a-1203, the Engineer will indemnify the District and its respective officers, trustees, or employees from any claim of third parties to the extent caused by the Engineer's breach of this Agreement or by the negligence or other fault of the Engineer, or its employees, subcontractors, or suppliers. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, trustees, and employees with indemnity to the greatest extent allowed by law. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Engineer that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, withhold final payment under the Agreement until receipt of all final reports and deliverables.
- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.
- c. Waiver of Claims. Prior to acceptance of final payment, the Engineer shall submit in writing to the District any known claim that the Engineer or any of the Engineer's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Engineer will constitute a waiver of any such claim other than

those claims previously made in writing and submitted to the District. The Engineer shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Engineer, whether known or unknown at the time such payment is made.

10. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to four successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

11. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

12. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Engineer in writing. Immediately upon receipt of such notice, the Engineer shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Engineer shall document its services through the termination date and submit such documentation to the District for its evaluation. The Engineer shall receive compensation for services performed up through the date of termination or abandonment.

13. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Engineer certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Engineer agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. The Engineer agrees to notify the District in writing if it begins engaging in an economic boycott.
- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

14. Rights and Obligations.

- a. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Engineer under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon the Engineer's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

15. Disputes.

- a. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.
- b. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.
- c. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

16. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

17. Execution.

- a. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
- b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
- d. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

18. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.
- d. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.
- e. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:
 - i. The remainder of this Agreement shall be considered valid and operative, and,
 - ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.
- f. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

19. Compliance with other contracts. The Engineer shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement. When providing engineering services regarding construction projects on behalf of the District, Engineer shall comply with all applicable terms of construction contracts entered into by the District related to the Engineer's services.

20. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth Judicial District Court for Washington County, State of Utah.

21. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Engineer through the District's project delivery system Kahua, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. TRINITY STOUT, REUSE PROJECT MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

SUNRISE ENGINEERING
ATTN. JOE PHILLIPS
11 NORTH 300 WEST
WASHINGTON, UTAH 84780

22. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A – Scope of Work and Fee Proposal
Exhibit B – Insurance Requirements

SCOPE OF WORK AND FEE PROPOSAL

February 20, 2026

Mr. Brett John
Supporting Project Manager
Washington County Water Conservancy District
533 East Waterworks Drive
St. George, UT 84770

Subject: Engineering Services Fee Proposal for WCWCD Reuse Transmission Line – Segment 7

Dear Mr. John,

Sunrise Engineering, LLC (Engineer) is pleased to submit this engineering services fee proposal for the project referenced above. We are appreciative of our ongoing work with Washington County Water Conservancy District (District) and look forward to working with you to bring this project to fruition.

1. BACKGROUND INFORMATION

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

1. Project Name: **WCWCD Reuse Transmission Line – Segment 7**
2. Type of Facility: **Secondary Water (reuse water from St. George City Water Reclamation Facility)**
3. Size of Facility: **Approximately 26,400 feet of 30" Ductile Iron Pipe**
4. Facility Location: **Hurricane City , Washington County, Utah**
5. Summary of Improvements: **Approximately 26,400 linear feet of 30" Ductile Iron Pipe with six connections to existing irrigation systems that will include vaults with control valves, a connection to District's Hurricane hydroelectric facility, one major wash crossing (Gould Wash), a bored state highway crossing (SR-9), appurtenant valves, air vacs, surface restoration, and miscellaneous fittings and tie-ins (see attached Preliminary Project Exhibit).**
6. Preliminary Construction Estimate: **\$28.5M (see attached Preliminary Opinion of Cost)**
7. Preliminary Construction Duration: **365 Calendar Days**
8. Funding Sources: **United States Bureau of Reclamation Large-Scale Water Recycling Program (Funding Opportunity No. R23AS00433), Washington County Water Conservancy District Impact Fees**
9. Relevant Studies, Reports, Plans: **Regional Reuse System Preliminary Design Report, Design Deliverable Requirements-v2-11212025**
10. Design CAD Standards: **Both District and Engineer's standards will be used.**
11. Design Code Standards: **District Engineering & Design Standards**
12. Bidding & Contract Documents: **District's Bidding & Contract Documents**
13. Construction General Conditions: **District's Construction General Conditions**
14. Project Specifications: **District's Engineering & Design Standards**
15. Anticipated Drawing Contents: **General Sheets, Demolition Plan, Site Plan, Grading Plan, Plan & Profile Sheets, Detail Sheets.**
16. Anticipated Design Schedule: **June 2026 through July 2027 (see attached Preliminary Project Schedule)**
17. Expected Construction Start: **Q4 2027**

18. Number of Prime Construction Contracts: **One**
19. Owner-Engineer Base Agreement: **District's Standard-Form Professional Services Agreement**
20. Project Assumptions: **The following assumptions are applicable to the basis of this proposal.**
 - a) **The project delivery method will be design-bid-build.**
 - b) **The project alignment crosses Gould Wash. The assumed plan is to cross the wash in the roadway between top of culvert structure and asphalt.**
 - i) **If this approach is not feasible, a wash crossing will be required and a stream alteration permit will be required. This proposal includes scope to provide a scour analysis and submitting a stream alteration permit if required. This proposal assumes that no additional permits will be required or submitted to the Army Corp of Engineers.**
 - c) **The following standard information will be provided to Engineer by District (Engineer will use District's provided Design Engineering Guidelines and Specifications).**
 - i) **Standard Title Block**
 - ii) **Standard CAD Template**
 - iii) **Standard Details for Reuse Program Projects**
 - iv) **Etc.**
 - d) **Topographical survey and parcel maps will be provided to Engineer by District.**
 - e) **Easement and right-of-way (ROW) work will be performed by District. Engineer will provide pipeline offsets to District for the performance of any necessary easement or ROW work.**
 - f) **Geotechnical services will be provided to Engineer by District. Engineer will provide District with locations and objectives for needed geotechnical services.**
 - i) **Required geotechnical services may include mapping of the extents of anticipated rock excavation and discovery/mapping of the Hurricane Fault where it potentially crosses the proposed pipeline alignment.**
 - g) **Cost estimations will be provided by District; Engineer will submit bid items and quantities to District for cost estimation purposes.**
 - h) **AutoCAD version 2026 will be used for the project.**
 - i) **District has already completed the BOR 10% deliverables. Engineer will not need to complete the 10% BOR deliverables for the project.**
 - j) **Cathodic protection design and details will be provided by District. Engineer will include District-provided details in construction drawings prepared by Engineer.**
 - k) **This scope assumes that six control vaults, one meter vault, and one boring will be designed for this segment.**
 - l) **It is assumed that rock excavation in the basalt cap present in the Hurricane area will be required along much of the pipeline alignment.**
 - m) **The pipeline may cross the Hurricane Fault at the easternmost end of the pipeline alignment; this proposal assumes that a fault crossing design may be required but does not include a fault study or similar investigations.**
 - n) **District will host Autodesk Construction Cloud for Engineer's use.**
 - o) **Blue Beam .pdf software will be the primary .pdf software used for this project.**
 - p) **District, through other consultant(s), has modeled the system improvements, will continue to operate the network hydraulic model, and will provide Engineer with design flow criteria where required.**
 - q) **Project scope assumes that District will provide power to the control and meter vault locations.**
 - r) **Potholing will be provided by District at critical utility crossings.**
 - s) **We anticipate the plans will consist of approximately 123 total sheets. Plan and profile sheets will be developed at a 1"=20' scale (1"=40' on 11x17) with possible exceptions where appropriate for clarity.**
 - t) **A cost-loaded schedule is provided as an attachment to this proposal (see attached Time Distribution of Costs).**

21. Known Project Limitations: Details, templates, and standards are still being developed by District and will be provided to Engineer at a later date. Environmental work for the alignments is still ongoing; final environmental results may alter the preliminary project alignment.
22. Other Pertinent Information: District is working on a region-wide reuse project known as the Washington County Regional Re-Use Program. District has broken the regional project into individual segments. This proposal is specific to Segment 7 of the regional reuse project; the segment extends from the proposed Agriculture Exchange Booster Pump Station to the District's Hydroelectric Plant. (see Preliminary Project Exhibit). District has the flexibility to bid multiple segments as one construction project. The timeline on the segments may vary and construction timelines for different segments may be pushed forward or backward depending on overall project timelines.

2. SCOPE OF SERVICES

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

1. Management of Engineering Services

- a) All phases of Engineer's services will include management of Engineer's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Develop and submit an engineering services schedule.
 - ii) Coordinate services within Engineer's internal team, including subconsultants, if any.
 - iii) Prepare for and participate in meetings with consultants and contractors working on other parts of the project that may affect or be affected by Engineer's services or resulting construction.
 - iv) Prepare and submit regular engineering services progress reports to District.
 - v) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to Engineer's services.
 - (1) Implement a project-specific Quality Management Plan (QMP) per the District's Regional Program Design Deliverable requirements.
 - (2) Comply generally with District's *Regional Program: Design Deliverables Requirements*, meeting the general intent thereof.
 - (3) Prepare and update a Risk Register throughout the design period.
 - vi) With respect to Engineer's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with District.
 - vii) Attend 1-hour virtual trainings (both Project Manager and Project Engineer) as follows:
 - (1) Kahua Project Management Platform
 - (2) Project Invoice Preparation and Submittal
 - (3) Right of Way Acquisition
 - (4) CAD/BIM Kickoff (CAD lead will be included in this training session)
 - (5) Project Partnering
 - viii) Prepare agendas prior to and minutes following meetings conducted by Engineer.
- b) Engineer will perform services as an experienced and qualified design professional. The standard of care for all professional engineering and related services performed or furnished by Engineer under this proposal will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- c) Engineer may retain subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable and timely objections by District.
 - i) Subconsultant fees charged to District, if any, shall not include a markup exceeding five percent (5%). See attached Fee Schedule.

2. Finalize Alignment & Connections

- a) Whereas Segment 7 includes several connections to existing irrigation systems and a potential wash crossing, and the required bore under UDOT ROW has challenging constraints, coordinate with

interested parties to determine a final project alignment and connection locations prior to commencing the 30% design phase.

- i) Coordinate with District, Hurricane City, BLM, and private landowners along the proposed project alignments to determine constraints and allowable corridors to install pipeline.
 - ii) Coordinate with District, Hurricane City, and private landowners (if required) on connections to the existing system and vault locations.
 - iii) Coordinate with UDOT, Hurricane City, and District to ascertain allowable locations for bore pits along SR-9.
 - iv) Coordinate with District to ensure environmental, funding, and other requirements are met.
- b) Prepare alternative alignment and connection exhibits for review by interested parties.
- c) With District, select a final alignment and connection locations for Segment 7.

3. **Preliminary Design Phase (30% Design)**

- a) Upon authorization by District, Engineer will:
- i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from District.
 - (1) Based on review and assessment of available information and data, advise District of any need for District to obtain, furnish, or otherwise make available to Engineer additional information.
 - ii) Visit the site as needed to perform the Preliminary Design Phase.
 - iii) Relative to design survey and mapping:
 - (1) When surveys, topographic mapping, utility documentation, etc. are to be provided by District, coordinate with District's utility engineer, utility consultant, or land surveyor for the necessary surveys, mapping, and documentation required for Engineer's design purposes.
 - (2) When surveys, topographic mapping, utility documentation, etc. are to be provided by Engineer, perform such services as a supplemental Preliminary Design Phase task as described in this Scope of Services.
 - iv) Relative to above-ground utilities:
 - (1) Review above-ground utilities information obtained from others and from observations at the site.
 - (2) Make recommendations to District regarding any further identification, investigation, or mapping of above-ground utilities at or adjacent to the site and necessary for Engineer's design purposes.
 - v) Relative to underground facilities:
 - (1) Review underground facilities data furnished by District or others and advise District on the need to further identify, investigate, or map underground facilities at or adjacent to the site.
 - (a) In District's behalf, and with District's assistance, reach out to underground facility owners which evidently have underground facilities at or adjacent to the site for information on the vertical and horizontal alignments and quality of such underground facilities.
 - (b) District acknowledges and accepts that the information received from underground facility owners may be incorrect, incomplete, outdated, or otherwise flawed, and that Engineer, bidders, and the contractor bear and accept no risks associated with or resulting from such flawed information.
 - vi) Relative to mitigation of utilities conflicts:
 - (1) Identify potential conflicts between the project and above-ground utilities and underground facilities and identify the potential need for the relocation of existing above-ground utilities and underground facilities.
 - (2) Advise District regarding the need for resolution of such conflicts with utility and underground facilities owners and permit agencies.
 - (3) **Potholing Coordination**
 - (a) **Coordinate with District on critical utility crossing locations for Districts third party contractor to pothole.**
 - (b) **Review potholing results from District.**

- vii) Prepare a permit summary document that identifies District's permit duties, Engineer's permit duties, and the contractor's permit duties, and the schedule for permitting activities.
- viii) Relative to preparing bidding/proposal documents and front-end construction contract documents:
 - (1) Review District's instructions regarding its policies for procurement of construction services, instructions regarding advertisements for bids, instructions to bidders, requests for proposals, etc.
 - (2) Review District's construction contract practices and requirements, insurance and bonding requirements, and other information necessary to prepare District's bidding/proposal documents and front-end construction contract documents.
 - (3) Obtain copies of District's standard bidding/proposal documents and front-end construction contract documents, and any other related documents or content for Engineer to include in drafts of the project-specific bidding/proposal documents and front-end construction contract documents.
 - (4) Consider the effects of the bidding/proposal documents and front-end construction contract documents on the project design, schedule, and construction, and address as needed in the Preliminary Design Phase deliverables.
- ix) **Perform or provide the following supplemental Preliminary Design Phase tasks or deliverables:**
 - (1) **Design Survey and Mapping**
 - (a) **Topographical mapping, aerial photography, control points, parcel mapping, etc. necessary for Engineer's performance of the Scope of Services and delivery of construction drawings will be provided by District through its survey consultant.**
 - (b) **Engineer will perform the following Design Survey and Mapping services:**
 - (i) **Collect survey points sufficient to map existing above-ground utilities and related features within the Segment 7 alignment.**
 - (ii) **Collect data on existing storm drain, irrigation and wastewater utility flowlines, inverts, and similar features, when elements of such features are visible and accessible.**
 - (c) **Boundary surveys, record-of-survey maps, parcel tract maps, setting monuments or control points, preparing easement or ROW documents, and similar services are excluded from Engineer's Design Survey and Mapping Scope of Services.**
 - (2) **Wash Scour Analysis**
 - (a) **For the Gould Wash crossing:**
 - (i) **If necessary, utilize a HEC-RAS model to obtain the output data for a scour analysis necessary to inform engineering design of the wash crossing.**
 - (ii) **Perform a scour analysis for three cross sections and provide design recommendations for the wash crossing.**
 - (b) **Coordinate with District's project geotechnical engineer for the collection of soil samples and gradation testing, to be performed by District's geotechnical engineer, but necessary to prepare the scour analysis.**
- x) Prepare a 30% Basis of Design Report summarizing, as appropriate, the Basis of Design Report deliverables identified heretofore and Engineer's findings and recommendations for advancing the project to the Final Design Phase.
 - (1) The Basis of Design Report will be in the format of a summary memorandum with attachments or otherwise organized and assembled for ease and practicality of use.
 - (2) The Basis of Design Report will consider the following matters to the extent applicable to the project:
 - (a) The project concept, intent, performance criteria, desired outcomes, District's design and construction standards, and District-directed improvements and facility elements.
 - (b) Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; constituents

of concern; cultural, historical, and archaeological resources at the site; wetlands information; and evaluations of flora and fauna that may be affected by the project.

- (c) The time schedule for completion of the project and estimated schedule(s) for construction.
- (d) Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
- (e) The impact of project strategies, technologies, and techniques, sustainable features, and enhanced resiliency selected by District for inclusion in the project.
- (f) The impact of schedules and probable construction cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when necessary and authorized by District.
- (g) Construction phase quality assurance and quality control needs affecting development of drawings and specifications and other final design and bidding phase documents.
- (h) The effect of permits and authorizations by other entities and utility coordination needs.
- xi) Prepare preliminary drawings representing roughly **30%** design achievement.
- xii) Prepare a preliminary bid item schedule for District to use in creating a construction cost for the project based on the information contained in the Preliminary Design Phase documents and based on information provided by District, assist District in tabulating the various cost categories which comprise the total project costs.
- xiii) Furnish the Basis of Design Report, preliminary drawings, preliminary bid item schedule, and any other Preliminary Design Phase deliverables to District, review the deliverables with District, and receive District's comments.
- xiv) Revise the Basis of Design Report, preliminary bid item schedule, preliminary drawings, and any other deliverables in response to District's comments, as appropriate, and submit revised deliverables to District.
- b) Engineer's services under the Basis of Design Report will be considered complete on the date when Engineer has delivered to District the final Preliminary Design Phase deliverables, as revised.

4. **Final Design Phase (60%, 90%, and 100% Design)**

- a) After acceptance by District of the Preliminary Design Phase deliverables, issuance by District of any instructions for changes to the scope, extent, character, or design requirements of the project, and any changes to the Background Information, Engineer and District will discuss, resolve, and document any necessary revisions to Engineer's Scope of Services, compensation, and the time for completion of Engineer's services resulting from such instructions or changes.
- b) Upon authorization from District, Engineer will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by the contractor, in accordance with the Preliminary Design Phase deliverables.
- c) As part of the preparation of the drawings and specifications, Engineer will prepare interim drafts for District's review and final drawings and specifications as follows:
 - i) First Final Design Phase draft of drawings, specifications, and an updated Basis of Design Report, representing approximately **60%** design achievement.
 - ii) Second Final Design Phase draft of drawings, specifications, and updated Basis of Design Report addressing District's comments and including appropriate design advancement, representing approximately **90%** design achievement.
 - iii) Final drawings and specifications (representing **100%** design achievement) that address District's comments, deliver the design, are suitable for estimating and pricing by prospective contractors, and are ready for construction. Also, deliver a final Basis of Design Report.
- d) Prepare bidding/proposal documents, draft front-end construction contract documents, and other related documents or content.
 - i) Engineer will furnish to District draft bidding/proposal documents and front-end construction contract documents. Following its review, District will transmit to Engineer one coordinated set of comments and revisions to the draft documents.

- ii) Following receipt of District's comments and revisions, Engineer will prepare final bidding/proposal and front-end construction contract documents for District's use in issuing the project for public bid.
- e) In preparing the specifications and bidding/proposal and front-end construction contract documents or other documents that are part of Engineer's Scope of Services, Engineer will obtain from District any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and similar considerations, and comply with or account for such constraints in drafting said documents.
- f) Perform or furnish the following other Final Design Phase services:
 - i) Visit the site as needed to assist in preparing the final drawings and specifications.
 - ii) Identify and indicate in the construction contract documents the permits and approvals for which contractor will be responsible; in addition, indicate those permits initially obtained by District for which contractor will be a co-permittee, together with associated requirements.
 - iii) Advise District of recommended adjustments to the opinion of probable construction cost.
 - iv) Assist District in assembling known reports and drawings of site conditions and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - v) Review the preliminary schedule for the construction phase and advise District when initial understanding of the construction contract times should be revised.
- g) **Perform or provide the following supplemental Final Design Phase tasks or deliverables:**
 - i) **Structural Engineering**
 - (1) **Provide structural analysis and stamped structural calculations for the control vaults and meter vault.**
 - (2) **Prepare basic construction plans for the structural reinforcement for the control vaults and meter vault.**
 - ii) **Electrical Engineering**
 - (1) **Provide Electrical Engineering Design for the control vaults and meter vault.**
 - (a) **This scope includes coordination with the local utility for service availability at each vault.**
 - (b) **Engineer will provide a site load sheet for each vault for District's use in providing power to the site.**
 - (c) **Coordinate electrical requirements with District's SCADA integrator. It is assumed that local process control and SCADA design will be performed by District's SCADA integrator.**
- h) Furnish for review by District the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, the final Basis of Design Report, and any other Final Design Phase deliverables, and review the deliverables with District.
- i) Revise the Final Design Phase deliverables in response to District's comments, as appropriate, and submit revised deliverables.
- j) Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to District the final drawings and specifications, final bidding/proposal documents, final front-end construction contract documents, final Basis of Design Report, and any other Final Design Phase deliverables, as revised.

5. Permitting Phase

- a) Concurrent with and following Engineer's provision of the Final Design Phase deliverables, Engineer will prepare and submit on District's behalf applications for permits from and approvals of authorities having jurisdiction over the construction or operation of the project, including the following tasks:
 - i) Update the permit summary document created in the Preliminary Design Phase to include Final Design detail.
 - ii) Prepare technical criteria, written descriptions, and design data for the permitting applications, where required.

- iii) Prepare and file the following permit applications, with required supporting documentation, for permits from or approvals of authorities having jurisdiction:
 - (1) Hurricane City Joint Utility Committee (JUC)
 - (a) Application for approval to construct the proposed improvements.
 - (2) UDOT Encroachment Permit
 - (a) Communicate with UDOT during design development to inform and receive feedback relative to improvements proposed within the state ROW.
 - (i) The construction contractor will be responsible for obtaining the UDOT encroachment permit.
 - (ii) Anticipated encroachments include areas where the pipeline will cross the SR-9 alignment.
 - (3) Utah Division of Water Rights
 - (a) Stream Alteration Permit for Gould Wash crossing, if necessary.
 - iv) Relative to permit applications filed, receive comments from authorities having jurisdiction and evaluate such authorities' comments, requirements and requested revisions, if any.
 - (1) Communicate with authorities having jurisdiction to understand the basis for comments and required revisions and to advocate for permitting or approval of the project.
 - (2) Confer with District regarding required revisions, if any, to the application(s) or supporting documents, and make appropriate revisions to the application(s) and supporting documents such as technical criteria, written descriptions, design data, bidding/proposal documents, front-end construction contract documents, drawings or specifications as required by authorities having jurisdiction over the construction or operation of the project.
 - v) File on District's behalf revised applications and supporting documents required by authorities having jurisdiction.
- b) District acknowledges that:
 - i) Engineer does not guarantee issuance of any required permit or approval.
 - ii) Permitting processes are inherently subjective; multiple submittal iterations may be required to achieve permitted or approved status.
 - c) Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of District and will be paid directly by District or, if paid by Engineer, will be reimbursed by District.

6. Bidding/Proposal Phase

- a) Performance by Engineer of all or a portion of the following tasks depends on District's role and involvement in the Bidding/Proposal Phase work. **This project assumes District will primarily lead and perform the work of the Bidding/Proposal Phase, with Engineer acting in a secondary or supporting role.**
- b) After acceptance by District of the Final Design Phase deliverables and after having received the necessary permits or assurances thereof, upon authorization by District to proceed, and to the extent required by Engineer's secondary role in the Bidding/Proposal Phase of the work, **Engineer may, at District's request and direction:**
 - i) Assist District in advertising for and obtaining bids or proposals for the work, including the following:
 - (1) Assist District in issuing assembled bidding/proposal documents and proposed construction contract documents to prospective contractors.
 - (a) **The following method(s) will be used to distribute bidding documents:**
 - (i) **Advertisement on District's procurement website.**
 - (ii) **Advertisement on Engineer's procurement website.**
 - (2) If applicable, maintain a record of prospective contractors to which documents have been issued.
 - (3) Attend pre-bid conferences, if any.
 - ii) Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

- iii) Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding/proposal documents.
- iv) Attend the bid opening, prepare bid tabulation sheets, and assist District in evaluating bids or proposals, assembling final construction contracts for the work for execution by District and the contractor, and in preparing notices of award to be issued by District for such contracts.
 - (1) Provide information or assistance needed by District during any review of bids, proposals, or negotiations with prospective contractors.
 - (2) Consult with District as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.
 - (3) If District engages in negotiations with bidders or proposers, assist District with respect to technical and engineering issues that arise during the negotiations.
- c) The Bidding/Proposal Phase will be considered complete upon award of construction contracts for the work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

7. Construction Phase

- a) After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by District of any instructions for changes in the scope, extent, character, design, schedule, number of prime construction contracts, or other construction requirements of the project during the Construction Phase, Engineer and District will discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation, or the time for completion resulting from such modifications or changes to the project.
- b) Performance by Engineer of all or a portion of the following Construction Phase services depends on District's role and involvement in the Construction Phase work and the degree to which District assigns, requests, or directs services to be performed by Engineer.
 - i) **This proposal assumes Engineer will perform Construction Phase services in a secondary or supporting role to District with District being primarily responsible for the performance of the Construction Phase services described below.**
 - ii) **Construction Phase services (Engineering Services During Construction) requested by District generally include review and response for submittals/shop drawings, RFIs, and change orders, project engineer attendance of weekly construction meetings (virtual or in-person), project engineer attendance (in-person) for the pre-construction meeting, monthly site visits, startup and commissioning, and punch list walk-through.**
 - iii) **Construction inspection or observation services are excluded from Engineer's Scope of Services.**
 - iv) When serving in a supporting role:
 - (1) Engineer shall be responsible and liable only for those Construction Phase services actually performed by Engineer or professional opinions and interpretations actually rendered by Engineer.
 - (2) District waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and subconsultants that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services actually performed or rendered by Engineer or its subconsultants, if any.
- c) **Upon successful completion of the Bidding/Proposal Phase, and upon authorization from District, Engineer will, if serving in a primary role, or may, if serving in a supporting role and as assigned, requested, or directed by District, provide the following services:**
 - i) Designate a project engineer to serve as Engineer's primary representative to District and to lead Engineer's services as an experienced and qualified design professional.
 - ii) Consult with District and act as District's representative as provided in this proposal and the construction contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the construction general conditions. Except as otherwise provided in the construction contract, District's communications to the contractor will be issued through Engineer.

- iii) Receive, review, and, subject to the criteria of the construction contract, determine the acceptability of schedules that contractor is required to submit to Engineer, and advise the contractor in writing of Engineer's comments or acceptance of schedules. Schedules will be acceptable to Engineer as to form and substance as follows:
 - (1) Progress Schedule: If it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work, nor interfere with or relieve contractor from contractor's full responsibility therefore.
 - (2) Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required submittals.
 - (3) Schedule of Values: if it provides a reasonable allocation of the contract price to the component parts of the work.
- iv) Assist District in the selection of independent testing laboratories, where required, to perform required testing services.
- v) Provide District with copies of technical information and supporting data previously obtained or developed by Engineer for District's use, or for District to provide to contractor, in obtaining required permits and licenses delegated to the contractor by District.
- vi) Participate in a pre-construction conference prior to commencement of work at the site; prepare and distribute an agenda for the conference and prepare and distribute minutes of such conference.
- vii) Relative to observations of the contractor's work while it is in progress:
 - (1) Make visits to the site at intervals appropriate to the various stages of the work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of the contractor's executed work. Such visits and observations by Engineer, including its construction observer, if any, are not intended to be exhaustive or to extend to every aspect of the work or to involve detailed inspections of the work beyond the responsibilities specifically assigned to Engineer in this proposal and the construction contract documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Engineer's exercise of professional judgment, as assisted by its construction observer, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the work is proceeding in accordance with the construction contract documents, and Engineer will keep District informed of the progress of the work.
 - (2) The purpose of Engineer's visits to the site, and representation by the construction observer, if any, at the site, will be to enable Engineer to better carry out the duties and responsibilities assigned to Engineer by this proposal and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for District a greater degree of confidence that the completed work will conform in general to the construction contract documents and that the contractor has implemented and maintained the integrity of the design concept of the completed project as a functioning whole as indicated in the construction contract documents. Engineer will not, during such visits or as a result of such observations of the work, supervise, direct, or have control over the work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any constructor, for security or safety at the Site, for safety precautions and programs incident to any constructor's work in progress, for the coordination of the constructors' work or schedules, nor for any failure of any constructor to comply with laws and regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any constructor nor assumes responsibility for any constructor's failure to furnish or perform the work, or any portion of the work, in accordance with the construction contract documents.
- viii) If, based on Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the work is defective under the terms and standards set forth in

the construction contract documents, Engineer will issue written notice to contractor (with copy to District) of such defective work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the construction contract documents.

- (1) Provide recommendations to District regarding whether the contractor should correct such work or remove and replace such work, or whether District should consider accepting the defective work in accordance with the provisions of the construction contract documents. Engineer will give notice to the contractor regarding whether the defective work should be repaired, replaced, or will be accepted by District.
 - (2) However, Engineer's authority to provide this information to District or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of Engineer to contractors, subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the work, including but not limited to any duty or responsibility for the contractors' or subcontractors' safety precautions and programs incident to the work.
- ix) If Engineer has express knowledge that a specific part of the work that is not defective under the terms and standards set forth in the construction contract documents is nonetheless not compatible with the design concept of the completed project as a functioning whole, then inform District of such incompatibility and provide recommendations for addressing such work.
- x) Accept from the contractor and District submittal of matters in question concerning the requirements of the construction contract documents (sometimes referred to as requests for information or interpretation, or RFIs), or relating to the acceptability of the work under the construction contract documents. Render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the construction contract documents.
- (1) If a submitted matter in question concerns Engineer's performance of its duties and obligations, or terms and conditions of the construction contract documents that do not involve (a) the performance or acceptability of the work under the construction contract documents, (b) the design (as set forth in the drawings, specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to District and the contractor that Engineer will not provide a decision or interpretation.
- xi) Subject to any limitations in the construction contract documents, Engineer may prepare and issue field orders requiring minor changes in the work.
- xii) Relative to change orders, work change directives, change proposals and claims:
- (1) Recommend change orders and work change directives to District, as appropriate, and prepare change orders and work change directives as required.
 - (2) Review each duly submitted change proposal from the contractor and either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions will be in writing, with a copy provided to District and the contractor.
 - (3) Provide information or data to District regarding engineering or technical matters pertaining to claims.
- xiii) Respond to any notice from the contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Conduct reviews and prepare findings, conclusions, and recommendations for District's use subject to limitations of Engineer's obligations under this proposal.
- xiv) Review and accept or take other appropriate action with respect to contractor submittals, but only to determine if the items covered by the submittals will, after installation or incorporation in the work, comply with the design concept as a functioning whole and requirements of the construction contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- xv) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor.
- xvi) Relative to inspections and tests:

- (1) Receive and review certificates of inspections, tests, and approvals required by laws and regulations, or the construction contract documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - (2) Reply to contractor requests for written concurrence that specific portions of the work that are to be inspected, tested, or approved may be covered.
 - (3) Issue written requests to the contractor that specific portions of the work remain uncovered.
 - (4) As deemed reasonably necessary, request that the contractor uncover work that is to be inspected, tested, or approved.
 - (5) Pursuant to the terms of the construction contract, require additional inspections or testing of the work, whether the work is fabricated, installed, or completed.
- xvii) Based on Engineer's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
- (1) Determine the amounts that Engineer recommends the contractor be paid, including reductions in payment based on the provisions for reductions stated in the construction contract.
 - (a) Such recommendations of payment will be in writing and will constitute Engineer's representation to District, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, the contractor's work has progressed to the point indicated, the work is generally in accordance with the construction contract documents, and the conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the work.
 - (b) In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the construction contract documents).
 - (2) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of the contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Engineer in this proposal. Neither Engineer's review of the contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or the contractor's compliance with laws and regulations applicable to the contractor's furnishing and performing the work.
 - (3) Engineer's recommendation for payment will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes the contractor has used the money paid to the contractor by District; to determine that title to any portion of the work, including materials or equipment, has passed to District free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between District and the contractor that might affect the amount that should be paid.
- xviii) Receive from the contractor, review, and transmit to District maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the construction contract documents, certificates of inspection, tests and approvals, and shop drawings, samples, etc.
- xix) Receive from the contractor, review, and transmit to District the annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to

obtain final payment. The extent of Engineer's review of record documents will be to check that the contractor has submitted a complete set of those documents that the contractor is required to submit.

- xx) After notice from the contractor that the contractor considers the entire work ready for its intended use, visit the site in company with District and the contractor to review the work and determine the status of completion. Follow the procedures in the construction contract regarding the preliminary certificate of substantial completion, punch list of items to be completed, District's objections, notice to the contractor, and issuance of a final certificate of substantial completion. Assist District regarding any remaining engineering or technical matters affecting District's use or occupancy of the work following substantial completion.
- xxi) After notice from the contractor that the work is complete:
 - (1) Visit the Site with District and the contractor to determine if the work is in fact complete and acceptable.
 - (2) Notify the contractor of any part of the work that is found during the visit to be incomplete or defective, and subsequently confirm that the contractor has corrected any such deficiencies.
 - (3) Follow the procedures in the construction contract regarding review and response to the contractor's application for final payment and accompanying documentation.
 - (4) When Engineer is satisfied that the work is complete and acceptable, provide a notice to District and the contractor a notice of acceptability of work stating that the work is acceptable within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this proposal.
- d) Engineer will render decisions regarding the requirements of the construction contract documents, and judge the acceptability of the work, pursuant to the specific procedures set forth in the construction contract for initial interpretations, change proposals, and acceptance of the work. In rendering such decisions and judgments, Engineer will not show partiality to District or the contractor and will not be liable to District, the contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- e) The Construction Phase will commence with the execution of the first construction contract for the project or any part thereof and will terminate upon written recommendation by Engineer for final payment to the contractor.
- f) If the duties, responsibilities, or authority of Engineer in the construction contract, or other terms of the construction contract having a direct bearing on Engineer are modified, or if District requires Engineer's services for construction that extends longer than the anticipated construction contract times, then District shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
- g) Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

8. Post-Construction Phase

- a) Upon written authorization from District during the Post-Construction Phase, Engineer will:
 - i) Together with District, visit the project to observe any apparent defects in the work, make recommendations as to replacement or correction of defective work, if any, or the need to repair of any damage to the site or adjacent areas, and assist District in consultations and discussions with the contractor concerning correction of any such defective work and any needed repairs.
 - ii) Together with District, visit the project within one month before the end of the construction contract's correction period to ascertain whether any portion of the work or the repair of any damage to the site or adjacent areas is defective and therefore subject to correction by the contractor.
 - iii) **Perform or provide the following supplemental Post-Construction Phase tasks or deliverables:**
 - (1) **Based on annotated record documents which are to be assembled by the contractor in accordance with the construction contract documents to obtain final payment, prepare contract record drawings of the project and submit such records to District.**

- b) The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified by District and Engineer, will terminate 12 months after the commencement of the construction contract's correction period.

3. ADDITIONAL SERVICES

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

1. Additional Services Not Requiring District's Written Authorization

- a) Engineer will advise District that Engineer is commencing to perform or furnish Additional Services of the types listed below. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from District.
 - i) Additional or extended services arising from (a) the presence at the site of any constituent of concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the work, (c) damage to the work by fire or other causes during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.
 - ii) Implementing coordination of Engineer's services with other parts of the project that are not planned or designed by Engineer, unless District furnished to Engineer substantive information about such other parts of the project prior to the parties' entry into an agreement.
 - iii) While at the site, compliance by Engineer and its staff with those terms of District's or the contractor's safety program provided to Engineer after the effective date of this proposal that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.
 - iv) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.

2. Additional Services Requiring District's Written Authorization

- a) If authorized in writing by District, Engineer will perform or furnish Additional Services of the types listed below. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from District.
 - i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - ii) Preparation of applications and supporting documents (in addition to those furnished under the Scope of Services) for private or governmental grants, loans, or advances in connection with the project.
 - iii) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of District in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
 - iv) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by District or others.
 - v) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by Engineer, or the project's design requirements, including, but not limited to, changes in size, complexity, District's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this proposal or are due to any other causes beyond Engineer's control.
 - vi) Services required due to District's providing incomplete or incorrect project information to Engineer.

- vii) Providing renderings or models for District's use, including development, management, and other services in support of building information modeling or civil integrated management.
- viii) Undertaking investigations and studies including, but not limited to:
 - (1) All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design.
 - (2) Detailed consideration of operations, maintenance, and overhead expenses.
 - (3) Feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the project and do not include rendering advice regarding municipal financial products or the issuance of municipal securities.
- ix) Furnishing the services of Engineer's subconsultants, if any, for tasks other than those identified in the Scope of Services.
- x) Services attributable to more prime construction contracts than specified in the Background Information.
- xi) Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by District.
- xii) Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents), preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective bidders, and preparing construction contract documents for alternate bids.
- xiii) Any services by Engineer in connection with District or Engineer providing a document to a requesting party not including District, Engineer, or the contractor.
- xiv) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, District in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between District and Engineer).
- xv) Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction, and providing other special field surveys, unless otherwise identified in the Scope of Services.
- xvi) **Perform or provide the following specific project-related tasks or deliverables:**
 - (1) **Geologic Fault Study or Related Investigations**
 - (2) **Army Corps of Engineers Permitting for Gould Wash**
 - (3) **SCADA Design Services**
 - (4) **Construction Phase Inspection or Observation Services**
- xvii) Other additional services performed or furnished by Engineer not otherwise provided for in this proposal.

4. OWNER'S RESPONSIBILITIES

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

1. District's General Responsibilities

- a) District will inform Engineer of the policies, procedures, and requirements of District that are applicable to Engineer's performance of services under this proposal.
- b) District will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Engineer and render in writing timely decisions pertaining thereto.

- c) District will arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this proposal.
- d) District will give prompt written notice to Engineer whenever District observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of Engineer's services.
 - ii) The presence at the site of any constituent of concern.
 - iii) Any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the work, (c) the performance of any constructor, or (d) District's performance of its responsibilities under this proposal.
- e) District will advise Engineer of the identity and scope of services of any independent consultants employed by District to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- f) District will primarily communicate with any of Engineer's subconsultants, if any, through Engineer and will promptly inform Engineer of the substance of any communications between District and Engineer's subconsultants and will refrain from directing the services of Engineer's subconsultants.
- g) District will authorize Engineer to provide Additional Services as required.

2. Project Information

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

3. District-Furnished Services

- a) Except where included in the Scope of Service to be performed by Engineer, District will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.
- b) Except where included in the Scope of Service to be performed by Engineer, District will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.
- c) Where required, District will provide all accounting, bond and financial advisory services, independent cost estimating, and insurance counseling services.
- d) **District will perform or provide the following supplemental District-Furnished Services tasks or deliverables:**
 - i) **Topographic mapping, parcel mapping, aerial photography, ROW and easement documentation, etc.**

- (1) Engineer will provide District the 30% pipeline alignment in CAD format. District will use the alignment provided by Engineer to create easement and ROW documents and pursue signature and recordation of such documents through its other consultants.
- ii) If required, negotiations with property owners and public entities for rights to install the proposed improvements in public rights-of-way or easements.
- iii) Geotechnical field and lab work and design recommendations related to Engineer's Scope of Services.
 - (1) Engineer will coordinate with District's geotechnical engineering consultant for the performance of such geotechnical investigations and studies as may be required to inform Engineer's Scope of Services. District will perform all geotechnical engineering services through its geotechnical engineering consultant.
- iv) Design services and recommendations related to cathodic protection for the pipeline and its appurtenances.
- v) Funding acquisition and administration services.
- vi) Environmental and NEPA compliance services.
- vii) Network hydraulic modeling for the pipeline, including the Segment 7 section and the regional pipeline in general.
- e) District will provide all legal services, including attorney review of proposed construction contract documents, legal services required by District, legal services needed due to issues raised by the contractor, and project-related legal services reasonably requested or recommended by Engineer.

5. COMPENSATION

District shall compensate Engineer for Engineer's performance of the Scope of Services as hereunder described:

1. Table of Compensation

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Finalize Alignment & Connections	2.2	\$20,000	Hourly Rates	Budget
Preliminary Design Phase (30%)	2.3	\$243,500	Hourly Rates	Budget
Design Survey and Mapping	2.3.a.ix.1	\$19,000	Hourly Rates	Budget
Wash Scour Analysis	2.3.a.ix.2	\$8,900	Hourly Rates	Budget
60% Design Phase	2.4	\$221,700	Hourly Rates	Budget
90% Design Phase	2.4	\$221,700	Hourly Rates	Budget
Final Design Phase	2.4	\$65,400	Hourly Rates	Budget
Structural Engineering	2.4.g.i	\$24,400	Hourly Rates	Budget
Electrical Engineering	2.4.g.ii	\$22,500	Hourly Rates	Budget
Permitting Phase	2.5	\$14,600	Hourly Rates	Budget
Bidding/Proposal Phase	2.6	\$13,400	Hourly Rates	~ 80-Hour Budget
Construction Phase (ESDC Services)	2.7	\$103,400	Hourly Rates	~ 620-Hour Budget
Construction Phase (+50 hrs.)	2.7	\$9,600	Hourly Rates	50-Hour Budget
Post-Construction Phase	2.8	\$10,800	Hourly Rates	~ 64-Hour Budget
Total	-	\$998,900	-	

2. Hourly Rates Basis of Compensation

- a) District shall compensate Engineer for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by Engineer's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.

- b) Compensation items and totals based in whole or in part on hourly rates are estimates/budgets for planning purposes.
- c) The hourly rates and fees charged by Engineer constitute complete compensation for Engineer's services, including labor costs, material expenses, overhead, and profit.
- d) Engineer may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated/budgeted compensation amount unless approved by District.

3. **Estimated Compensation Amounts**

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

4. **Invoicing**

- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by District and Engineer. Invoices are due and payable within thirty (30) days of receipt thereof by District.
- b) **Monthly project invoices shall be submitted in Kahua no later than the 10th of each month.**

5. **Time Distribution of Costs**

- a) **Based on the Preliminary Project Schedule and Scope of Work, Engineer anticipates invoicing according to the attached Time Distribution of Costs.**

6. **CONCLUSION**

If District chooses to move forward with the project and Engineer's engineering services as proposed herein, we recommend execution of a Professional Services Agreement to initiate the work.

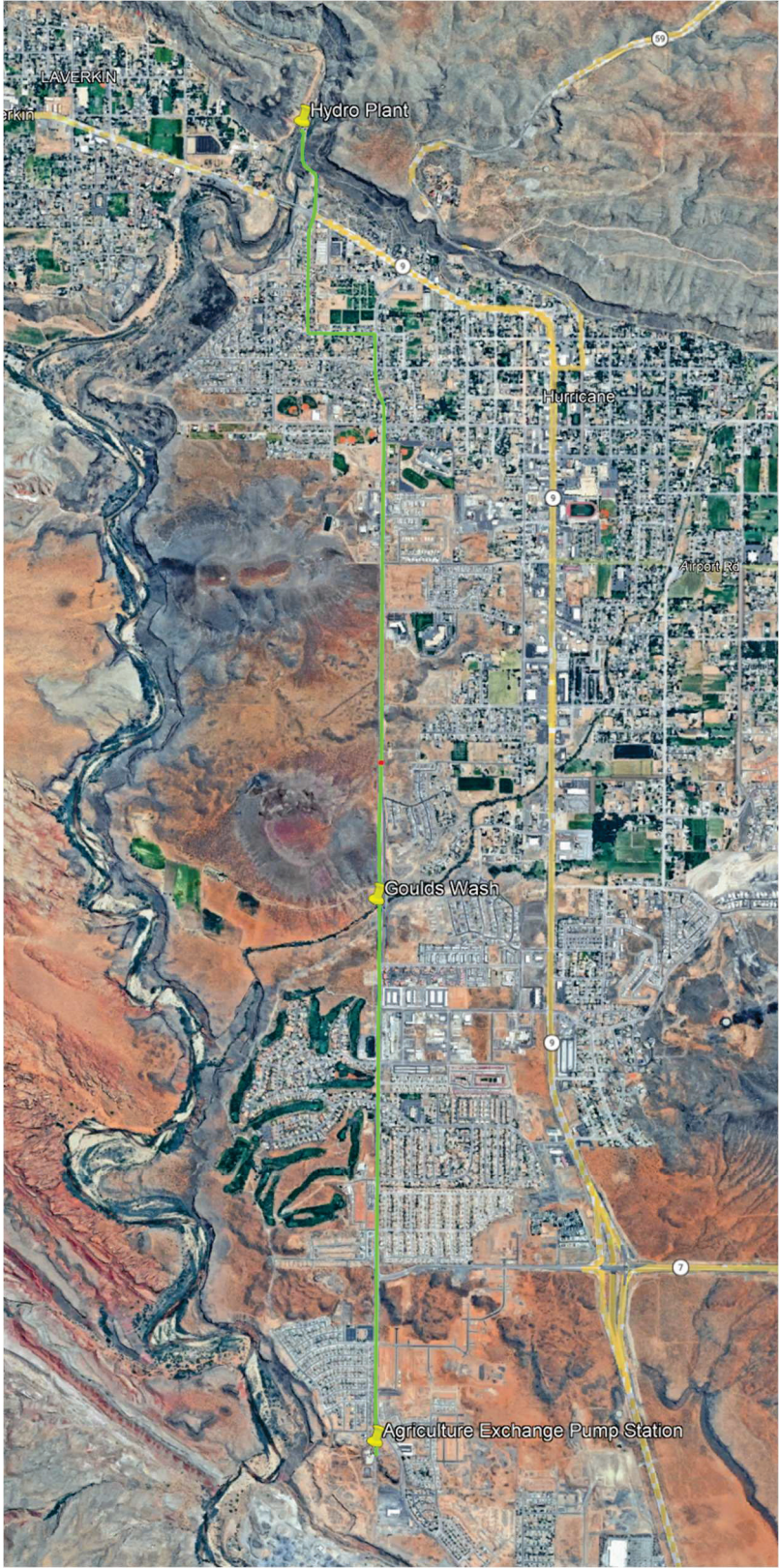
Please contact me with any questions or concerns.

Sincerely,

Joe Phillips, PE
Vice President
jphillips@sunrise-eng.com
435.652.8450

Attachment(s): Preliminary Project Exhibit, Preliminary Opinion of Cost, Time Distribution of Costs, Preliminary Project Schedule, Fee Schedule

PRELIMINARY PROJECT EXHIBIT



PRELIMINARY OPINION OF COST



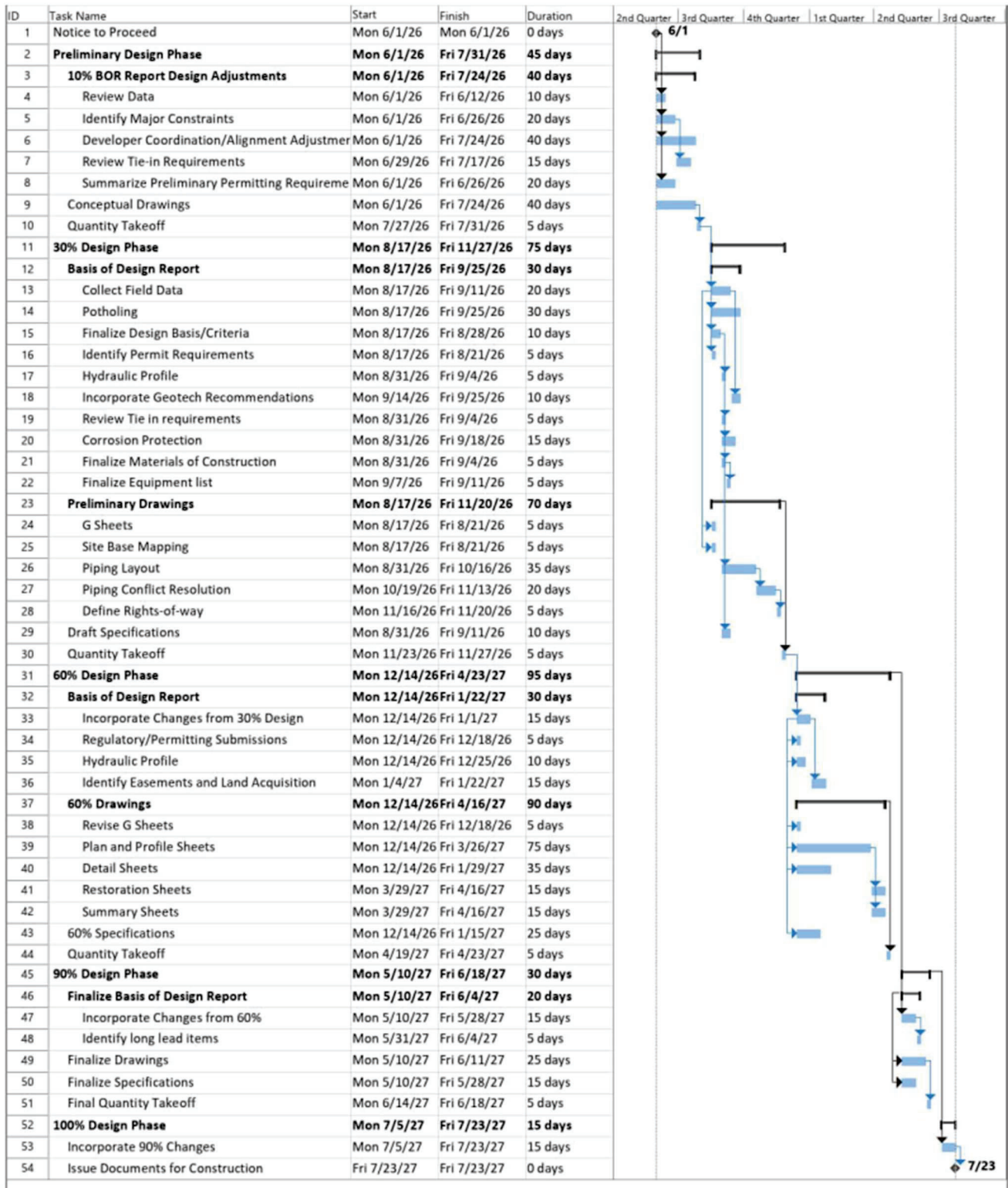
11 North 300 West, Washington Utah 84780
 Tel 435.652.8450 | FAX 435.652.8416

Engineer's Opinion of Probable Cost					
WCWCD REGIONAL REUSE PIPELINE SEGMENT 7 WCWCD					19-Feb-26 BCW/jkp
NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
GENERAL CONSTRUCTION					
1	Mobilization	1	LS	\$ 1,180,000.00	\$ 1,180,000.00
2	Traffic Control	1	LS	\$ 175,000.00	\$ 175,000.00
3	SWPPP Compliance & Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00
4	Materials Testing & Quality Control	1	LS	\$ 90,000.00	\$ 90,000.00
5	Dust Control & Watering	1	LS	\$ 180,000.00	\$ 180,000.00
6	Construction Staking	1	LS	\$ 50,000.00	\$ 50,000.00
7	Clearing, Grubbing, Excavation, & Demolition	1	LS	\$ 100,000.00	\$ 100,000.00
8	30" Valve Assembly	25	EA	\$ 60,000.00	\$ 1,500,000.00
9	Blow Off Valve	4	EA	\$ 25,000.00	\$ 100,000.00
10	30" Ductile Iron Pipe (TC52), Fittings and Installation	26,400	LF	\$ 600.00	\$ 15,840,000.00
11	Rock (Basalt) Excavation	22,500	CY	\$ 40.00	\$ 900,000.00
12	Air Release Valve	14	EA	\$ 65,000.00	\$ 910,000.00
13	Connection Control Vaults	6	EA	\$ 225,000.00	\$ 1,350,000.00
14	Meter Vault	1	LS	\$ 100,000.00	\$ 100,000.00
15	Asphalt Removal	215,000	SF	\$ 1.50	\$ 322,500.00
16	3" Bituminous Surface Course - Category II with Base	215,000	SF	\$ 4.00	\$ 860,000.00
17	Concrete Restoration	2,000	SF	\$ 25.00	\$ 50,000.00
18	Trenchless Crossing	1	LS	\$ 225,000.00	\$ 225,000.00
19	Wash Crossing	1	LS	\$ 100,000.00	\$ 100,000.00
20	Miscellaneous Piping, Fittings, Appurtenances, Etc.	1	LS	\$ 750,000.00	\$ 750,000.00
SUBTOTAL					\$ 24,832,500.00
CONTINGENCY					15% \$ 3,720,000.00
CONSTRUCTION TOTAL					\$ 28,552,500.00

TIME DISTRIBUTION OF COSTS

Estimated Work Breakdown Structure		
Month	Task	Estimated Expenditure
June-26	Alignment Selection	\$ 10,000.00
July-26	Alignment Selection	\$ 10,000.00
August-26	Preliminary Design Phase (30%)	\$ 81,420.00
September-26	Preliminary Design Phase (30%)	\$ 81,420.00
October-26	Preliminary Design Phase (30%)	\$ 54,280.00
November-26	Preliminary Design Phase (30%)	\$ 54,280.00
December-26	60% Design Phase	\$ 75,996.50
January-27	60% Design Phase	\$ 56,384.50
February-27	60% Design Phase	\$ 56,384.50
March-27	60% Design Phase	\$ 68,384.50
April-27	60% Design Phase	\$ 79,716.67
May-27	90% Design Phase	\$ 76,716.67
June-27	90% Design Phase	\$ 76,716.67
July-27	Final Design Phase	\$ 65,400.00
August-27	Permitting	\$ 7,300.00
September-27	Permitting	\$ 7,300.00
	Total	\$ 861,700.00

PRELIMINARY PROJECT SCHEDULE



SUNRISE ENGINEERING

FEE SCHEDULE*

Work Classification	Hourly Rate	Work Classification	Hourly Rate
Administrative I	\$78	Electrical EIT II	\$161
Administrative II	\$98	Electrical Engineer III	\$182
Administrative III	\$116	Electrical Engineer IV	\$209
Administrative IV	\$138	Electrical Engineer V	\$231
Civil Engineering Intern	\$110	Principal Electrical Engineer	\$254
Civil EIT I	\$125	Construction Observer I	\$109
Civil EIT II	\$144	Construction Observer II	\$132
Civil EIT III	\$161	Construction Observer III	\$146
Civil Engineer III	\$177	Construction Observer IV	\$174
Civil Engineer IV	\$192	Construction Observer V	\$189
Civil Engineer V	\$199	GIS Tech	\$94
Civil Engineer VI	\$214	GIS Senior Tech	\$115
Civil Engineer VII	\$229	GIS Analyst	\$140
Senior Civil Engineer	\$243	GIS Senior Analyst	\$165
Principal Civil Engineer	\$256	Planner IV	\$180
Civil Engineering Tech I	\$101	Planner V	\$201
Civil Engineering Tech II	\$123	Structural EIT III	\$154
Civil Engineering Tech III	\$138	Structural Engineer III	\$185
Civil Engineering Tech IV	\$148	Structural Engineer V	\$205
Civil Engineering Tech V	\$164	Principal Structural Engineer	\$256
CAD Drafter I	\$102	Survey Tech	\$99
CAD Drafter II	\$122	Survey CAD Tech	\$145
CAD/Designer III	\$136	Survey Manager	\$196
CAD/Designer IV	\$151	Registered Surveyor	\$212
CAD/Designer V	\$169	Principal Surveyor	\$234
Electrical Engineering Intern	\$106	One Man Survey Crew	\$172
Electrical EIT I	\$143		

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day
Field Vehicle (On-Site)	\$250/Day

*Hourly rates will be increased by 3% annually starting January 1 the following year.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 5% handling fee.

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

Sunrise WCWCD - 2026

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Engineer shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Engineer and all of Engineer’s sub-contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Engineer’s Sub-Contractor’s shall furnish District with certificates of insurance and with original endorsements effecting coverage required

by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.

ENGINEER AGREEMENT
(Reuse Pump Stations Project)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and Alpha Engineering, Inc., a Utah corporation (Engineer) digitally sign the Agreement via the District's project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage an engineer to provide engineering services for the Regional Reuse Purification System; and

WHEREAS, the Engineer has submitted a statement of qualifications and has been selected to perform engineering services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Description of Services.

The Engineer will perform the services described in the Proposed Scope of Work (Exhibit A) in accordance with the applicable professional standards of care, in a reasonably timely, efficient, and professional manner, in accordance with this Agreement and in consultation with the District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of Engineer, and any sub-contractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to the providing the services provided under this Agreement. Upon submitting a request for payment for services, the Engineer shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders;
- e. Submitting or responding to requests for information (RFIs);
- f. Executing contracts and contract amendments;
- g. Creating and managing submittal items or packages;
- h. Creating and scheduling meetings, creating agendas, and tracking agenda items;
- i. Tracking permits;
- j. Tracking completion of checklists;
- k. Entering and updating budget information;
- l. Importing, updating and tracking schedules;
- m. Creating daily reports;
- n. Creating field observations and tracking assignments;
- o. Documenting inspections;
- p. Creating and managing punch lists;
- q. Managing procurement activities;
- r. Creating and managing field inspections and assigning action items; and
- s. Completing other tasks or actions required by the Agreement and requested by the District.

Engineer agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Engineer in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Engineer through Kahua. The Engineer will only invoice actual accrued costs. The District will remit payment to the Engineer within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Engineer that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, withhold ten percent (10%) of any amount due if, due to the fault of the Engineer, the work is not satisfactory to the District or if the work falls behind schedule, which amount(s) withheld will be disbursed to the Engineer within 30 days of the Engineer rectifying the cause for withholding to the District's satisfaction. The District may also, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Engineer shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

d. Proposed Changes to Cost Estimate

During the term of this Agreement the Engineer may submit for the District's review any suggested changes to the Fee Proposal, including, but not limited to, changes in the personnel, rates, and expenses. Proposed changes must be submitted through Kahua. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 180 days prior to the beginning of a new District fiscal year. The District's fiscal year is from January 1 through December 31. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to work or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach an agreement on proposed changes either party may terminate this Agreement. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete work.

5. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system software platform, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Engineer in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Engineer may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Engineer for the Engineer to perform its work is very security sensitive. The Engineer will strictly comply with District written security protocols provided by the District to the Engineer and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Engineer, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Engineer in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Engineer will be immediately complied with by the Engineer. The Engineer will notify the District immediately if the Engineer has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Engineer shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Engineer's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Engineer shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Engineer to disclose information other than as is set forth in this section, prior to doing so, the Engineer shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Engineer shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Engineer shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Engineer by the District. The Engineer shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the District and acting under the direction of the District shall not be deemed to be employees or agents of the Engineer.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Engineer shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Engineer agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the subcontractor were the Engineer referred to herein. The Engineer is responsible for contract performance whether or not subcontractors are used. The Engineer shall submit the name of each subcontractor which the Engineer intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Record Keeping, Audits, and Inspections. The Engineer and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Engineer shall make available for audit and inspection all such records relating to Agreement services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Engineer until disposition has been made of such disputes, litigation, claims, or exceptions.

7. Completeness and Accuracy. The Engineer shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement. The Engineer shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Engineer shall correct all errors or omissions at its own expense. This provision is not intended to prevent the Engineer from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Engineer.

8. Indemnification and Insurance. In no event will any fault of the Engineer or its employees, subcontractors, or suppliers be reapportioned to the District or its officers, trustees, or employees. The Engineer will indemnify and hold the District and its officers, trustees, or employees harmless from any such reapportionment of fault.

Consistent with Utah Code Annotated Section 63G-6a-1203, the Engineer will indemnify the District and its respective officers, trustees, or employees from any claim of third parties to the extent caused by the Engineer's breach of this Agreement or by the negligence or other fault of the Engineer, or its employees, subcontractors, or suppliers. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, trustees, and employees with indemnity to the greatest extent allowed by law. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

Engineer, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Engineer that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, withhold final payment under the Agreement until receipt of all final reports and deliverables.
- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.
- c. Waiver of Claims. Prior to acceptance of final payment, the Engineer shall submit in writing to the District any known claim that the Engineer or any of the Engineer's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Engineer will constitute a waiver of any such claim other than

those claims previously made in writing and submitted to the District. The Engineer shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Engineer's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Engineer, whether known or unknown at the time such payment is made.

10. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to four successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

11. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

12. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Engineer in writing. Immediately upon receipt of such notice, the Engineer shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Engineer in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Engineer shall document its services through the termination date and submit such documentation to the District for its evaluation. The Engineer shall receive compensation for services performed up through the date of termination or abandonment.

13. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Engineer certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Engineer agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. The Engineer agrees to notify the District in writing if it begins engaging in an economic boycott.
- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

14. Rights and Obligations.

- a. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Engineer under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject to immediate cancellation by the District upon the Engineer's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

15. Disputes.

- a. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.
- b. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.
- c. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

16. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

17. Execution.

- a. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
- b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
- d. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

18. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.
- d. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.
- e. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:
 - i. The remainder of this Agreement shall be considered valid and operative, and,
 - ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.
- f. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

19. Compliance with other contracts. The Engineer shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement. When providing engineering services regarding construction projects on behalf of the District, Engineer shall comply with all applicable terms of construction contracts entered into by the District related to the Engineer's services.

20. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth Judicial District Court for Washington County, State of Utah.

21. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Engineer through the District's project delivery system Kahua, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. TRINITY STOUT, REUSE PROJECT MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

ALPHA ENGINEERING, INC.
ATTN. GLEN CARNAHAN
43 SOUTH 100 EAST, SUITE 100
ST. GEORGE, UTAH 84770

22. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A – Scope of Work and Fee Proposal
Exhibit B – Insurance Requirements

SCOPE OF WORK AND FEE PROPOSAL



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

February 18, 2026

Washington County Water Conservancy District
c/o Mr. Trinity Stout, Project Manager
533 East Waterworks Drive
St. George, Utah 84770

Re: Scope of Work and Cost Proposal to Provide Engineering Services – Regional Reuse Purification System Phase I Project – Pump Stations

Dear Trinity,

We appreciate the opportunity to submit this scope of work and cost proposal to provide engineering services for the Washington County Water Conservancy District's (WCWCD) Regional Reuse Purification System Phase I Project – Pump Stations. The WCWCD is implementing the Regional Reuse Purification System, a multi-segment conveyance program intended to provide a reliable, drought-resilient water supply for Washington County. This Scope of Work (SOW) applies specifically to the pump stations for the Program and includes civil engineering design services for the pump stations and associated appurtenances.

The pump stations, as described in the Program Hydraulic Analysis, are in three locations along the alignment on undeveloped land and interfaces with multiple utility owners, municipalities, and adjacent program segments. Design services will be performed in accordance with the Program Management Plan (PMP), Design Deliverable Requirements, Project Delivery Lifecycle Framework, and applicable local, state, and federal standards. Additionally, Alpha will provide Engineering Services During Construction (ESDC) for the project.

As provided in our Statement of Qualifications, the following individuals are proposed to be used on this project:

- Glen E. Carnahan, P.E., Principal in Charge and Staff Resources Manager
- Brent E. Gardner, P.E., Senior Engineer and Quality Assurance Review
- Todd Gardner, P.E., Senior Engineer and Project Manager
- Russ Vernon, P.E., Senior Engineer and Design Lead
- Rhett Beazer, P.E., Design Support and Cost Estimating Lead
- Tyler Daniels, P.E., Design Support and Design Report Lead
- Drake Hinton, E.I.T., Design Support and Design Report Support
- Ryan Scholes, P.L.S., Site Survey Support
- Shawn Kamp, SUE Solutions, Inc., Underground Utility Project Manager

Project Objectives:


- Advance pump stations through 30%, 60%, 90%, and Issued for Construction (IFC) design milestones.
- Coordinate with WCWCD, the Owner's Advisor, utility owners, and Program consultants.
- Identify, manage, and mitigate project risks using a living risk register.
- Deliver a constructible, coordinated, and review-ready set of civil design documents.

General Assumptions:

- Geotechnical services will be provided by the District’s geotechnical consultant.
- Base mapping and Level D SUE will be provided through the District.
- Level C and Level B SUE are included; Level A potholing will be performed on an as-needed basis.
- Right-of-way acquisition and construction observation are excluded. We assume construction observation will be per separate contract.
- Design will follow WCWCD, BOR, local municipality, and Program standards.
- Survey topography and known SUE will be provided by the District.

We feel this project team will provide the expertise required for the successful completion of this portion of the project. Attached is our proposed scope of work and project budget. Please let us know if you have any questions regarding this proposal.

Sincerely,



Todd Gardner, P.E.

ALPHA ENGINEERING COMPANY

Attachments: Exhibit A – Scope of Work and Fee

EXHIBIT A - SCOPE OF WORK
REGIONAL REUSE PURIFICATION SYSTEM PHASE I PROJECT
PUMP STATIONS

ARTICLE 1
DESIGN ENGINEERING SCOPE OF WORK

- 1.1 Project Management and Coordination.** A kickoff meeting will be held to establish project design constraints, a project communication plan, and detailed project schedule. The kickoff meeting will be scheduled within one week of Notice to Proceed. Alpha Engineering will provide a meeting agenda and will prepare minutes of the meeting. In addition, bi-weekly design meetings will be held to review project design criteria and construction plans and specification details and progress. We will maintain a design schedule aligned with the project milestones and update it bi-weekly. Monthly progress, cost, and risk updates will be provided monthly along with coordination with the land aquation group. Alpha will attend virtual training sessions for Kahua, CAD/BIM, partnering, right-of-way acquisition, and Project Invoice preparation.
- 1.2 Pump Station Definition and Interconnection.** Once overall project design constraints are coordinated, the existing conditions and topographic survey of the pump station sites will be implemented, and survey control will be established. We will confirm pump station limits of construction at each location as provided by the District and identify interface points with the adjacent segments.
- A site visit will be scheduled with the designated project manager for our segment to walk the location of each pump station and observe existing conditions and a potential tank location.
- 1.3 Existing Conditions Review.** The topographic survey, Geotech report, preliminary design report, and hydraulic report will be reviewed and integrated into the design. Field reconnaissance will be provided by our surveyor to verify information provided by the District. Any additional survey, data gaps, or information needed will be coordinated with the WCWCD provided consultants.
- 1.4 Subsurface Utility Engineering.** Subsurface utility engineering (SUE) will be completed for Level A (as needed), B, and C utility coordination and investigation. We understand Level D will be provided by the District. Level C will include feature mapping and record correlation. Level B will include geophysical designating via the SUE subconsultant. Level A will be targeted at vacuum potholing at high-risk locations as needed. If potholing is needed, the District will be contacted to provide the potholing and data. Alpha will provide survey control, CAD integration, and incorporation of the SUE data.

- 1.5 Pump Station Civil Design and Construction Plans.** Alpha will prepare design deliverables at milestones of 30%, 60%, 90% and Final design throughout the design and construction plans phase for each pump station and appurtenances. Milestone dates will be refined following receipt of the Notice to Proceed and confirmation of the pump station limits and Program scheduling.

During the design milestones site refinement, both horizontal and vertical, including cut and fill slope limits, will be coordinated with the land acquisition group. Underground sections, bedding, backfill, and restoration details will be provided for the pump cans and manifolds. Contact with the pump manufacturers, steel surge tank fabricators, and suppliers will be completed early in the design phase. All HVAC and internal piping design for the pump stations will be provided. Alpha will design the equalization tanks and provide structural details for its components and prepare design specifications for fabrication of the hydropneumatic surge tanks. Structural design will be provided for the buildings and surge tank pads. Access road, paving, fencing, drainage and grading, culverts, and utility conflict mitigation will be designed and incorporated in the drawings. The geotechnical investigation will be reviewed, and recommendations incorporated into the building and tank design.

Electrical design will be provided for the buildings and coordinated with the power company for each site. It will include lighting, one-line diagrams, electrical schedules, instrumentation and control wiring, panel details, and typical details for all electrical and communication components. It is assumed that the WCWCD will provide SCADA programming for the overall system.

District provided specifications will be reviewed and relevant portions will be identified and coordinated with the District for the final deliverables. Plans will be submitted to all municipalities at 60% for comments and review, and then at final design for approval.

- 1.6 Optional Chlorination at Ash Creek Forebay.** At the District's request, Alpha will resize the building, or adjust the floor plan, for the Ash Creek forebay pump station to include a low dosing chlorination system. This will include all electrical and instrumentation, chlorination system design, structural, plumbing, and details for a full functioning chlorination system. Design will be coordinated with the District throughout the design process.
- 1.7 Optional Process and Instrumentation Diagram (P&ID) for Phase I System.** At the District's request, the electrical engineer for Alpha Engineering will provide P&ID for each pump station and overall Phase I system. This will include all programming and diagrams for control devices, minor equipment, meters, sensors, piping, tanks, and processes that are a part of the Phase I system. Design will be coordinated with the District's SCADA department throughout the design process.
- 1.8 Cost Estimating, Value Engineering Support, and PESTEL Analysis.** Cost estimates will be provided at each milestone of the design process. Alpha will support Opinion of Probable Construction Cost development with the overall Program and participate in value engineering reviews.

A PESTEL analysis will also be performed for the project components and be provided to the District for their review. It is assumed that the following would be the initial list to evaluate:

- Political – Multi-agency coordination and funding oversight.
- Economic – Construction cost volatility for large pump stations.
- Social – Public and traffic impacts in developed areas.
- Technological – Use of SUE technologies and Program CAD/BIM standards.
- Environmental – Restoration, erosion control, and surface reinstatement.
- Legal – Permitting, environmental, and contractual compliance.

1.9 Quality Assurance (QA) / Quality Control (QC). QA/QC review of the civil design will be completed at each milestone. Independent senior technical review will be conducted prior to submittals.

1.10 Assemble Bid Package. All comments and feedback from all parties involved, including Hurricane City Power Department, St. George City, and Dixie Power will be incorporated into a final plan and specifications to be used by the District to bid the pump stations as one bid package.

1.11 Engineering Services During Construction. ESDC will include review and responses to RFI's, submittals, change orders, and shop drawings. Alpha will participate in weekly construction meetings, a pre-construction meeting, monthly site visits to observe construction, commissioning, and punch list walk-through. Additionally, Alpha will respond to inquiries and requests from the project engineer and District employees during construction.

ARTICLE II BASIS OF COMPENSATION

The OWNER agrees to pay compensation to the ENGINEER for work performed on the project as specified below:

2.1 Design Fee. We anticipate the design phase to be over a 12-month period. For all design engineering services as outlined in Article I, "Design Engineering Scope of Work", the ENGINEER shall be compensated for the hourly, not to exceed, fee of **One Million, Two Hundred Fifty-Two Thousand, Seven Hundred and Eighteen dollars, \$1,252,718.00.**

The design fee is broken down for different aspects of the project as follows:

2.1.1	Project Management and Coordination	\$133,076.00
2.1.2	Pump Station Definition and Interconnection.....	\$31,716.00
2.1.3	Existing Conditions Review	\$30,432.00
2.1.4	Subsurface Utility Engineering.....	\$71,076.00
2.1.5	Pump Station Civil Design and Construction Plans	\$611,850.00
2.1.6	Optional Chlorination at Ash Creek Forebay	\$37,246.00
2.1.7	Optional P&ID for Phase I System.....	\$28,352.00

2.1.8	Cost Estimating, Value Engineering Support, and PESTEL Analysis.....	\$47,820.00
2.1.9	Quality Assurance / Quality Control.....	\$29,754.00
2.1.10	Assemble Bid Package.....	\$25,336.00
2.1.11	Engineering Services During Construction	\$206,060.00
	Total Design Fee.....	\$1,252,718.00

3.2 Additional Services. Additional work and reproduction expenses will be invoiced per our *Standard Rate Schedule*. No extra work will be performed without the consent of the OWNER. It should be noted that hourly rates will be adjusted by inflation each year.

3.3 Design Schedule of Fees to be Paid and Estimated Sheets. We anticipate the following schedule of fee requests throughout the project design at each milestone and the amount of sheets to be produced for construction:

30% Design -	\$ 265,000
60% Design -	\$ 440,000
90% Design -	\$ 260,000
Final Design -	\$ 81,658
ESDC -	<u>\$ 206,060</u>
Total =	\$1,252,718

Estimated Sheets and Schedule:

- 1" = 5' Sheet – 60
- 1" = 10' Sheet – 120
- 1" = 20' Sheet (Plan and Profile) – 30
- 1" = 40' Sheet – 20

Task	Est. Duration	Est. Completion (NTP issued June 1, 2026)
30% Design	2 months	End of July 2026
60% Design	6 months	End of February 2027
90% Design	3 months	End of April 2027
100% Design	1 month	End of May 2027

Ash Creek Pipeline Project Project Budget Worksheet

Project: WCWCD Reuse Phase I - Pump Stations Project

Begin Date: February 18, 2026

Design Time

(Weeks): 52

Task	Hourly Rate >>											Total Cost
	Principal Engineer	Senior Engineer II	Senior Engineer I	Project Engineer II (PE)	Prof Surveyor	Project Engineer (PE)	Engineer EIT	Draftsman II	Survey Crew	Clerical	Direct Cost / Subconsultant	
Design Engineering Scope of Work												
1 Project Management and Coordination	160 hrs	80 hrs	160 hrs	160 hrs	8 hrs	60 hrs	-	-	-	20 hrs	\$2,500.00	\$133,076.00
2 Pump Station Definition and Interconnection	40 hrs	20 hrs	20 hrs	20 hrs	8 hrs	8 hrs	8 hrs	40 hrs	-	-	\$1,000.00	\$31,716.00
3 Existing Conditions Review	32 hrs	8 hrs	20 hrs	40 hrs	8 hrs	20 hrs	4 hrs	20 hrs	-	-	\$500.00	\$30,432.00
4 Subsurface Utility Engineering	20 hrs	8 hrs	8 hrs	20 hrs	16 hrs	40 hrs	20 hrs	40 hrs	8 hrs	8 hrs	\$38,300.00	\$71,076.00
5 Pump Station Civil Design and Construction Plans	80 hrs	160 hrs	160 hrs	240 hrs	40 hrs	420 hrs	500 hrs	920 hrs	20 hrs	30 hrs	\$233,050.00	\$611,850.00
6 Optional Chlorination at Ash Creek Forebay	24 hrs	30 hrs	20 hrs	40 hrs	-	20 hrs	20 hrs	40 hrs	-	-	\$1,000.00	\$37,246.00
7 Optional P&ID for Phase I System	4 hrs	8 hrs	20 hrs	40 hrs	-	-	-	-	-	-	\$14,460.00	\$28,352.00
8 Cost Estimating, Value Engineering Support, and PESTEL Analysis	40 hrs	40 hrs	20 hrs	40 hrs	-	40 hrs	80 hrs	-	-	-	\$1,200.00	\$47,820.00
9 Quality Assurance / Quality Control	60 hrs	16 hrs	16 hrs	8 hrs	-	16 hrs	8 hrs	16 hrs	-	-	\$1,010.00	\$29,754.00
10 Assemble Bid Package	8 hrs	30 hrs	16 hrs	16 hrs	-	40 hrs	8 hrs	16 hrs	-	8 hrs	\$500.00	\$25,336.00
11 Engineering Services During Construction	120 hrs	180 hrs	200 hrs	200 hrs	-	240 hrs	-	-	-	30 hrs	\$25,300.00	\$206,060.00
Total Engineering Design and ESDC	588 hrs	580 hrs	670 hrs	824 hrs	80 hrs	904 hrs	643 hrs	1,092 hrs	28 hrs	96 hrs	\$318,820.00	\$1,252,718.00

WCWCD Reuse Phase I - Pump Stations Project - Hours per Week

Hours Each Week	Brent	Russ	Todd	Rhett	Ryan	Tyler	Drake	Will L	Chad	Sandy
Percent Time	28%	28%	32%	40%	4%	43%	31%	53%	1%	5%



**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Engineer shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Engineer and all of Engineer’s sub-contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Engineer’s Sub-Contractor’s shall furnish District with certificates of insurance and with original endorsements effecting coverage required

by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.



Procurement Memo

To Zachary Renstrom, General Manager
From Trinity Stout, Reuse Project Manager
Date March 2, 2026
Subject Multi-Award Procurement of Design Professionals

Type of Procurement: Multi-Award Design Professional Procurement for Engineering Service

Item Description: Multi-Award Procurement for Engineering Design Services for the Regional Reuse Purification System – Conveyance Components Project

Reason for Procurement: The Reuse Department of the Washington County Water Conservancy District (district) needs to procure this service because to provide engineering design and engineering services during construction for the several pipeline segments, reuse forebay, and pump stations required as part of the central portion of the Regional Reuse Purification System.

Review of Design Professionals: The following design professionals submitted statements in response to the district's Request for Statements of Qualifications. Alpha Engineering, Civil Science, Horrocks, Hansen Allen & Luce, J-U-B, RB&G, and Sunrise Engineering were the highest scoring design professionals with which a satisfactory contract was negotiated at a price fair and reasonable to the district.

1. Bowen Collins & Associates: This design professional was determined to best meet the needs of the district because of their knowledge and experience with the Regional Reuse Purification System and their experience with pipe design. Although this design professional received the highest evaluation score, a satisfactory contract at a price fair and reasonable to the district could not be negotiated.
2. Carollo Engineers: This design professional was determined to best meet the needs of the district because of their knowledge and experience with the pump station design and construction. Although this design professional received the highest evaluation score, a satisfactory contract at a price fair and reasonable to the district could not be negotiated.
3. Alpha Engineering, Civil Science, Horrocks, Hansen Allen & Luce, JUB Engineers, RB&G Engineers, and Sunrise Engineering: These design professionals were determined to best meet the needs of the district because of their knowledge and experience with the region, pipeline, pump station, and forebay design and

constructions and familiarity with the Regional Reuse Purification System. A satisfactory contract was negotiated with these design professionals at a price fair and reasonable to the district.

4. AECOM, Brown & Caldwell, Hazen & Sawyer, Kimley Horn, AE2S, Black & Veatch, HDR, Epic Engineering, and GFT: These design professionals did not score as high as the successful design professionals.

Purchase Amount:

Project	Engineer	Fee Proposal
Segment 1	Horrocks	\$1,402,738
Segment 2	JUB	\$1,196,400
Segment 3	Sunrise	\$1,193,900
Segment 4	Alpha	\$829,920
Segment 5	Civil Science	\$1,003,500
Segment 6	HAL	\$1,258,154
Segment 7	Sunrise	\$998,900
Reuse Forebay	RB&G	\$2,094,005
Pump Stations	Alpha	\$1,252,718

Accounting Codes:

Project	Engineer	Accounting Code
Segment 1	Horrocks	62-7060-300
Segment 2	JUB	62-7060-300
Segment 3	Sunrise	62-7060-300
Segment 4	Alpha	62-7060-300
Segment 5	Civil Science	62-7060-300
Segment 6	HAL	62-7055-300
Segment 7	Sunrise	62-7055-300
Reuse Forebay	RB&G	62-7050-300
Pump Stations	Alpha	62-7065-300
		62-7052-300
		62-7057-300

Contract Types: Fixed Price

Approved:

Zachary Renstrom, General Manager

DESIGN PROFESSIONAL AGREEMENT
(AWP Demonstration Facility and Conservation Garden Project)

This Agreement is effective as of the date duly authorized officials of the Washington County Water Conservancy District (District) and Method Studio, a Utah corporation, (Design Professional) digitally sign the Agreement via the District's project delivery system software platform Kahua.

RECITALS

WHEREAS, the District desires to engage a design professional to provide design services for the Advance Water Purification (AWP) Demonstration Facility and Conservation Garden Project; and

WHEREAS, the design professional has submitted a statement of qualifications and has been selected to perform design services for the District as more fully set forth in its Proposed Scope of Work, a copy of which is attached as Exhibit A, which is incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Description of Services.

The Design Professional will perform the services described in the Proposed Scope of Work (Exhibit A) in accordance with the applicable professional standards of care, in a reasonably timely, efficient, and professional manner, in accordance with this Agreement and in consultation with the District and others whom the District may identify from time to time.

2. Responsible Staff Members.

Responsible principals or staff members of Design Professional, and any sub-contractors identified by name in the Proposed Scope of Work (Exhibit A) shall be committed to the providing the services provided under this Agreement. Upon submitting a request for payment for services, the Design Professional shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to the District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

3. Kahua Project Delivery System

The District will provide Consultant with a license and access to the District's project delivery system software platform Kahua (Kahua), which is a third-party software application. Consultant acknowledges that the District uses Kahua to manage work performed under the Agreement and that the records kept in Kahua will constitute the sole source of truth regarding the Agreement. Consultant will use Kahua for documenting and conducting the following activities, when applicable:

- a. Uploading relevant documents;
- b. Submitting pay requests and invoices;
- c. Creating and submitting change requests;
- d. Creating and submitting change orders;
- e. Submitting or responding to requests for information (RFIs);
- f. Executing contracts and contract amendments;
- g. Creating and managing submittal items or packages;
- h. Creating and scheduling meetings, creating agendas, and tracking agenda items;
- i. Tracking permits;
- j. Tracking completion of checklists;
- k. Entering and updating budget information;
- l. Importing, updating and tracking schedules;
- m. Creating daily reports;
- n. Creating field observations and tracking assignments;
- o. Documenting inspections;
- p. Creating and managing punch lists;
- q. Managing procurement activities;
- r. Creating and managing field inspections and assigning action items; and
- s. Completing other tasks or actions required by the Agreement and requested by the District.

Design Professional agrees to abide by Kahua's Terms and Conditions, as posted on the District's website and as they may be updated and revised from time to time.

4. Payment.

The District shall pay the Design Professional in accordance with the Fee Proposal, included in Exhibit A, pursuant to monthly invoices submitted by the Design Professional through Kahua. The Design Professional will only invoice actual accrued costs. The District will remit payment to the Design Professional within 30 days of invoice receipt, subject to the following:

a. Limits of payment.

Under no circumstances shall the District make a payment to the Design Professional that exceeds the amounts specified in the Fee Proposal, for any specified line item or cumulatively, without an approved addendum to the Proposed Scope of Work and Fee Proposal.

b. Withholding payment.

The District may, at its option, withhold ten percent (10%) of any amount due if, due to the fault of the Design Professional, the work is not satisfactory to the District or if the work falls behind schedule, which amount(s) withheld will be disbursed to the Design Professional within 30 days of the Design Professional rectifying the cause for withholding to the District's satisfaction. The District may also, at its option, withhold final payment under this Agreement until receipt of all final reports and deliverables. All retained payments shall become due and payable upon satisfactory completion of the work under this Agreement and any subcontracts hereto.

c. Penalties.

When work is not completed by the deadlines set forth below, the District may reduce the payment due under this Agreement by \$100 for every day between the completion date and the date of actual completion. In addition, if work is not completed within 30 days of the specified completion date, the associated payment shall be reduced by 25%. If the deadlines set forth below must be changed for good cause shown, the Design Professional shall submit an addendum to be approved in advance of the applicable specified deadline set forth below.

d. Proposed Changes to Cost Estimate

During the term of this Agreement the Design Professional may submit for the District's review any suggested changes to the Fee Proposal, including, but not limited to, changes in the personnel, rates, and expenses. Proposed changes must be submitted through Kahua. Absent unusual circumstances, changes in rates or expenses will not be considered by the District unless submitted at least 180 days prior to the beginning of a new District fiscal year. The District's fiscal year is from January 1 through December 31. No changes shall be effective unless approved by the District in writing. Absent express written approval by the District, changes shall be effective only as to work or service calls requested or issued after the date the changes are accepted in writing by the District. If the parties cannot reach an agreement on proposed changes either party may terminate this Agreement. Except as described in Section 10 below, such termination shall not affect the rights and obligations of the parties under accepted, but incomplete work.

5. Commencement and Completion.

The work covered by this Agreement shall be completed in accordance with the schedules set forth in Proposed Scope of Work (Exhibit A), provided, however, that an extension may be requested for good cause shown. Requests for extension must be submitted through Kahua.

GENERAL TERMS

1. Form of Deliverables. All deliverables shall be produced in digital formats including portable document format (.pdf) copies and, where applicable to the nature of the deliverable, AutoCad (.dwg) and ArcGIS shapefiles or geodatabase in the projected coordinate system of NAD 1983 State Plane Utah South FIPS 4303 Feet. All deliverables shall be submitted through the District's project delivery system software platform, Kahua.

2. Ownership of Information. Title to all reports, information, data, computer data elements, and software prepared by the Design Professional in performance of this Agreement shall vest in the District unless otherwise provided for in this Agreement. Subject to applicable State and Federal laws, regulations, and contract requirements, the District shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information. Subject to compliance with Section 3 (Security and Confidentiality of Records), the Design Professional may publish and/or use the reports, information, data, computer data elements and software prepared in the performance of the agreement for its non-commercial, educational and research purposes only, provided, however, that no such information shall be disclosed without the prior consent of the District.

3. Security and Confidentiality of Records. District facilities are critical public infrastructure. Certain information the District must provide to the Design Professional for the Design Professional to perform its work is very security sensitive. The Design Professional will strictly comply with District written security protocols provided by the District to the Design Professional and these written security protocols may be changed from time to time by the District. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by the Design Professional, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to the District, the steps that will be taken by the Design Professional in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Design Professional will be immediately complied with by the Design Professional. The Design Professional will notify the District immediately if the Design Professional has concerns or questions regarding such protocols or changes to protocols. In the event the District has not provided written security protocols, the Design Professional shall establish, maintain, and strictly comply with procedures and controls that are acceptable to the District for the purpose of assuring that no information contained in the Design Professional's records or obtained from the District or others in the course of carrying out its functions under this Agreement shall be used or disclosed by it, its agents, officers, or employees, except as is essential to the performance of duties under this Agreement. Persons requesting such information from the Design Professional shall be referred to the District for access to records in compliance with the Utah Government Records and Management Act. If the performance of duties under this Agreement requires the Design Professional to disclose information other than as is set forth in this section, prior to doing so, the Design Professional shall apply to the District for written permission to make such disclosure.

4. Independent Contractor. Both parties hereto agree that the Design Professional shall be deemed an independent contractor in the performance of this Agreement, and shall obtain and maintain all licenses, permits, and authority necessary to do business and render services under this Agreement and shall comply with all laws regarding unemployment insurance, disability insurance, and workmen's compensation. As such, the Design Professional shall have no authorization, express or implied, to bind the District to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as expressly set forth herein. Compensation stated herein shall be the total amount payable to the Design Professional by the District. The Design Professional shall be responsible for the payment of all income tax and social security amounts due as a result of payments received for the District for these contract services. Persons employed by the

District and acting under the direction of the District shall not be deemed to be employees or agents of the Design Professional.

5. Subcontracts. Unless otherwise provided by the terms of this Agreement, the Design Professional shall not subcontract with any other party for the furnishing of any of the work or services contracted for herein without the prior written approval of the District. When authority to subcontract is granted, the Design Professional agrees to use written subcontracts drawn in conformity with Federal and State laws which are appropriate to the activity covered by the subcontract, which shall include all of the general provisions set forth herein and which shall apply with equal force to the subcontract as if the subcontractor were the Design Professional referred to herein. The Design Professional is responsible for contract performance whether or not subcontractors are used. The Design Professional shall submit the name of each subcontractor which the Design Professional intends to hire and, if requested, a copy of each subcontract to the District for approval at least twenty (20) days prior to its effective date.

6. Record Keeping, Audits, and Inspections. The Design Professional and any subcontractors shall maintain financial and operation records in sufficient detail to document all transactions relating to the disbursement of contract funds. The Design Professional shall make available for audit and inspection all such records relating to Agreement services, requirements, and expenditures until all audits initiated by State and Federal auditors are completed, or for a period of five years from the date of termination of this Contract, whichever is longer, and for such period as is required by any other paragraph of this Contract. Records which relate to disputes, litigation, or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Agreement as to which exception has been taken by the District, shall be retained by the Design Professional until disposition has been made of such disputes, litigation, claims, or exceptions.

7. Completeness and Accuracy. The Design Professional shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data, and technical specifications prepared pursuant to this Agreement. The Design Professional shall be responsible to the District for any error or omission by any of its employees, subcontractors, or suppliers. The Design Professional shall correct all errors or omissions at its own expense. This provision is not intended to prevent the Design Professional from seeking reimbursement or indemnity from any employee, subcontractor, or supplier. Any additional cost or damages incurred by the District as a result of such errors or omissions shall be the responsibility of the Design Professional.

8. Indemnification and Insurance. In no event will any fault of the Design Professional or its employees, subcontractors, or suppliers be reapportioned to the District or its officers, trustees, or employees. The Design Professional will indemnify and hold the District and its officers, trustees, or employees harmless from any such reapportionment of fault.

Consistent with Utah Code Annotated Section 63G-6a-1203, the Design Professional will indemnify the District and its respective officers, trustees, or employees from any claim of third parties to the extent caused by the Design Professional's breach of this Agreement or by the negligence or other fault of the Design Professional, or its employees, subcontractors, or suppliers. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its officers, trustees, and employees with indemnity to the greatest extent allowed by law. This paragraph shall survive any termination of this Agreement. The rights provided in this paragraph shall be in addition to any rights to which the District may otherwise be entitled.

Design Professional, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B. The indemnification obligation provided herein shall not be limited in any way by the obligation to maintain insurance.

9. Payment.

- a. Release of Payment. The District will not authorize payment to the Design Professional that exceeds an amount specified in this Agreement without an approved amendment to the Agreement. The District may, at its option, withhold final payment under the Agreement until receipt of all final reports and deliverables.
- b. Availability of Funds. Implementation of this Agreement shall be subject to the availability of appropriated funds. The District may cancel or suspend this Agreement without penalty if adequate funds are not appropriated or received.

- c. Waiver of Claims. Prior to acceptance of final payment, the Design Professional shall submit in writing to the District any known claim that the Design Professional or any of the Design Professional's employees, subconsultants, or subcontractors may have against the District or any of its employees. The acceptance of final payment by the Design Professional will constitute a waiver of any such claim other than those claims previously made in writing and submitted to the District. The Design Professional shall hold the District harmless from any claims, including costs and attorneys' fees, by any of Design Professional's employees, subconsultants, or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by the District will not constitute a waiver of any claim the District might have against the Design Professional, whether known or unknown at the time such payment is made.

10. Term. The term of this Agreement shall be one (1) year, commencing on the date the Agreement is made, as set forth above. The term may automatically be extended for up to four successive one (1) year terms, unless notice of non-extension is given by either party at least thirty (30) days prior to end of a term.

11. Time is of the Essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

12. Termination. The District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of the services provided under this Agreement at any time. In the event District terminates this Agreement or abandons any portion of the work hereunder, the District shall notify the Design Professional in writing. Immediately upon receipt of such notice, the Design Professional shall discontinue services as directed by the District and deliver to the District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by the Design Professional in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by the District. The Design Professional shall document its services through the termination date and submit such documentation to the District for its evaluation. The Design Professional shall receive compensation for services performed up through the date of termination or abandonment.

13. Compliance with Laws.

- a. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.
- b. Boycott Restrictions. Pursuant to Utah Code Annotated Section 63G-27-201, the Design Professional certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott. The Design Professional agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. The Design Professional agrees to notify the District in writing if it begins engaging in an economic boycott.
- c. Equal Opportunity Clause. The parties shall abide by applicable provisions of state and federal law, including executive orders, that prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, national origin, sex, age or disabilities and that prohibit sexual harassment in the workplace.

14. Rights and Obligations.

- a. No Third-Party Beneficiaries. This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
- b. Binding on successors in interest. This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives.
- c. Assignment. No rights or obligations of the Design Professional under this Agreement shall be assigned without the prior written consent of the District. This Agreement is voidable and subject

to immediate cancellation by the District upon the Design Professional's becoming insolvent, or filing proceedings in bankruptcy or reorganization under Title XI, United States Code.

15. Disputes.

- a. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.
- b. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.
- c. Rights and Remedies. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

16. Governmental Immunity. Nothing in this Agreement shall be construed to waive the governmental immunity of the District.

17. Execution.

- a. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
- b. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- c. Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty, or agreement other than those herein expressed.
- d. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

18. Interpretation.

- a. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.
- b. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.
- c. Number and Gender. The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.
- d. Ambiguities. This Agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this Agreement.
- e. Partial validity. If any portion of this Agreement shall be held invalid or inoperative by a court of competent jurisdiction, then insofar as is reasonable and possible:
 - i. The remainder of this Agreement shall be considered valid and operative, and,

ii. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

f. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

1. Compliance with other contracts. The Design Professional shall comply with all applicable terms and conditions of contracts, cooperative agreements, grants or other funding agreements entered into by the District with other agencies which provide funding for payment for services rendered under this Agreement. When providing design services regarding construction projects on behalf of the District, Design Professional shall comply with all applicable terms of construction contracts entered into by the District related to the Design Professional's services.

2. Utah Law to Govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth Judicial District Court for Washington County, State of Utah.

3. Notice. Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Design Professional through the District's project delivery system Kahua, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. TRINITY STOUT, REUSE PROJECT MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

METHOD STUDIO
ATTN. JOSHUA GREENE
360 WEST ASPEN AVE.
SALT LAKE CITY, UTAH 84101

4. Exhibits. The following exhibits attached hereto are incorporated herein by this reference.

Exhibit A – Scope of Work and Fee Proposal
Exhibit B – Insurance Requirements

SCOPE OF WORK AND FEE PROPOSAL



February 26, 2026 (v2)

methodstudio



Trinity Stout,
Project Manager
Washington County Water Conservancy District
533 E. Waterworks Drive
St George, Utah 84770

**RE: Advanced Water Purification Demonstration Facility
Programming & Design Services Fee Proposal**

Mr. Stout,

On behalf of Method Studio, thank you for your consideration of our fee proposal for programming and design services for the Advanced Water Purification Demonstration Facility in La Verkin Utah. We want to thank you personally, as well as the Washington County Water Conservancy District, for your trust and support. Please know that our team is fully committed to making this project a success for all. We are proud of our long track record of negotiating fair fees - please contact us if you have any questions or comments regarding the proposal as outlined on the following pages. We welcome an opportunity to discuss these details with you at your convenience.

SCOPE OF WORK & PROPOSED FEES SUMMARY

Project Overview

The Total Project Budget is \$7,000,000.00, and the construction budget is approximately \$3,000,000.00. It is anticipated that the project will include an approx. 2,400 sf single story building to house a water purification demonstration system and necessary support spaces. Along with the building there is to be a water-wise demonstration garden, parking for visitors including school bus parking and partial construction of the 60 W public road along the east side of the site.

We understand that the site selected at the corner of N State Street & 740 N currently has a gravel access road and weigh station for the interstate Rock La Verkin pit that is in the process of being removed. There is a high-voltage power line running above ground through the site. The site slopes from the south down towards an arroyo along the north property line.

The project will be delivered via CM/GC delivery. The CM will be selected during the early design phase and is expected to provide cost estimating, constructability, and quality control reviews during each design phase - leading up to each phase milestone.

Total Proposed Fee: **\$ 352,858.00**

Excludes Additional Services Fee(s). See Scope Summary and Fee Breakdown on the following page(s).



Scope Overview

The scope of work requires full architectural and engineering, w/ basic services including Programming & Conceptual Design (PG Phase), Schematic Design (SD Phase), Design Development (DD Phase), Construction Documentation (CD Phase), and will continue throughout Bidding / Contract Negotiations support (BN), Construction Administration (CA), and Project Closeout.

Up to 4 exterior and 4 interior Photo-realistic renderings will be provided in the Basic Services Fee. Where possible, Method Studio will leverage 3D models to implement virtual reality (VR) to augment renderings at no additional cost. Additional photo-realistic renderings can be provided upon request, billed hourly. Architectural 2D and 3D "sketches" will be provided as needed at no cost. Cloud-based 3D modeling (BIM) via Revit software is our standard approach, and electronic files can be shared with WCWCD upon request.

A Sustainability Workshop series will be provided to determine the possibilities, and project-appropriate design measures for this addition/remodel, specifically considering energy & water efficiency goals, and health and comfort goals, as they relate to budget/schedule. This will include a featured section in the Vision Workshop, with a preliminary LEED Scorecard (alternatively, Green Globes, or similar) for reference, and subsequent focus meetings at each milestone delivery to review progress.

Additional scope is required for this unique project:

- Furniture, Fixtures, and Equipment Package - Design & Documentation
- Way-Finding and Large-Scale Graphics "Branding" Package - Design & Documentation
- Interpretive Exhibit Design

Optional Scope / Optional Services include:

- LEED Registration and Documentation (required if WCWCD pursues LEED certification)

Fee Breakdown (Parts 1 - 4)

Part 1 - Pre-Design Services Fee(s):	\$ 2,920.00
Topographic Survey Including Sub-Grade Utilities (by Alpha)	\$ 2,920.00
Part 2 - Basic Design Services Fee:	\$ 332,038.00
Architectural Services (by Method Studio):	\$ 124,750.00
Cost Estimating (by CCC):	\$ 5,440.00
Structural Engineering (by KPFF):	\$ 22,000.00
Mechanical & Plumbing Engineering (by RESOLUT)	\$ 12,060.00
Electrical Engineering (by RESOLUT):	\$ 12,060.00
Audio/Visual Systems Eq. & Wiring Design (by RESOLUT):	\$ 10,200.00
Structured Cabling & IT Systems Eq. Design (by RESOLUT):	\$ 8,200.00
Security Systems Eq. & Wiring Design (by RESOLUT):	\$ 8,000.00
Fire Protection - Full Design:	\$ 10,000.00
Civil Engineering (by Alpha):	\$ 30,628.00
Landscape Architecture (Colwell Shelor):	\$ 53,200.00
Furniture, Fixtures, and Equipment Package (by Method Studio):	\$ 5,000.00
Includes: Wayfinding & Large-Scale Graphics "Branding" Package	
Interpretive Exhibit Design (by Brown + Caldwell)	\$ 30,500.00



Part 3 - Reimbursable Expenses: **\$ 17,900.00**

A request for fee modification will be provided in advance for approval prior to any additional reimbursable expenditures if they are deemed necessary.

Travel Expenses (Method - 8 trips from SLC @ \$800):	\$ 6,400.00
Travel Expenses (Brown + Caldwell - Trip cost from Ventura CA @ \$1,500):	\$ As needed
Travel Expenses (Colwell & Shelor - 6 trips from Phoenix @ \$1,500):	\$ 9,000.00
Travel Expenses (KPFf - 2 trips from SLC @ \$1,250):	\$ 2,500.00
Travel Expenses (RESOLUT - Included in base fee):	\$ 0.00

Part 4 - Additional Services Fee(s): **\$ 93,850.00**

LEED Consultant Documentation:	\$ 30,900.00
LEED (v5) Registration Fee (Estimate):	\$ 5,800.00
Building Energy Modeling	\$ 9,000.00
Ground Loop Heat Exchanger & Thermal Conductivity Test (RESOLUT):	\$ 22,000.00
Photovoltaic System (RESOLUT):	\$ 5,000.00
EWSA (RESOLUT):	\$ 1,600.00
Water Harvesting -Irrigation (Colwell Shelor):	\$ 13,950.00
Pergola (KPFf):	\$ 5,600.00

EXCLUSIONS:

WCWCD to provide reports / studies / analyses listed below when/where required. Upon request, Method Studio can provide a fee proposal for many of the services listed. Note that Method Studio recommends that any excluded services that are required for the project be completed during the Planning or Schematic Design Phase to the extent possible to help mitigate scope, cost, and schedule impacts. All non-standard consulting services are excluded, such as (but not limited to): Geotechnical Soils Investigation (including Site-Specific Seismic Study, Observed Site Class Determination, and Infiltration Tests) , Aerial Imaging, Utilities Mapping, Off-site Utilities Design, Land Title Report, Subdivisions and Plats, Legal Descriptions, Zoning Change Application, Planned Development Application, Slope-Stability Analysis, Transportation Study, Traffic Impact Analysis, D.O.T. Permits, Soil Thermal Conductivity Analysis, Hydrological Study, Voluntary Clean-Up Plan, Methane / Radon Gas Mitigation, U.S. A.C.E. Wetland Delineation / Wetland Mitigation Plan, FEMA Flood Plan Mapping, Stream Alternation Plan, Storm Water Discharge Pumping Stations, Wells / Canals / and Water Rights Services, Septic Systems Design, SWPPP Design/Engineering, Environmental Impact Study, Archeological Report, Existing Building Assessment Services, Hazardous Materials Survey, Structural Assessment of Existing Facilities (Tier 2 / Tier 3), Deep Foundation Systems Design, Building Systems Commissioning, Building Envelope Commissioning, Owner's Project Requirements (OPR), 3D animations, etc.

BILLING SCHEDULE SUMMARY (A detailed billing schedule can be provided upon request):

A monthly invoice for Basic Design Services will be provided corresponding to the completion of each phase. See below for an overview of the proposed billing schedule per phase.

PRE	30/SD	60/DD	90/CD	IFC/BID	CA	CO
(≈10%)	(≈10%)	(≈25%)	(≈33.5%)	(≈2.5%)	(≈17%)	(≈2%)
Mar. - May	May - Jul.	Jul. - Sep.	Oct. - Dec.	Jan. - Feb.	Mar. - Apr.	Apr.
2026	2026	2026	2026	2027	2027-2028	2028

In addition to the Billing Schedule for Basic Services:

- Reimbursable Expenses will be invoiced monthly.
- If accepted, any Additional Services will be billed as a percentage of completion corresponding to each phase.

Method Studio Hourly Billing Rates (through 2028):

Sr. Principal	\$260	Sr. Interior Designer	\$150	Graphic Designer	\$125
Principal	\$185	Interior Designer	\$125	Architectural Associate	\$130
Sr. Project Manager	\$180	Interior Design Associate	\$115	BIM Specialist	\$120
Project Manager	\$160	3D Artist	\$150	BIM Technician	\$115
Sr. Architectural Designer	\$180	Sr. Job Captain	\$125	Technical Support	\$100
Architectural Designer	\$140	Job Captain	\$120	Administrative	\$120
Project Architect	\$150	Sr. Graphic Designer	\$150	Clerical	\$ 80

Any additional services required by Method Studio beyond those described in this proposal will be billed at our standard hourly rates shown above. Hourly rates for consulting engineers are attached.

Thank you for your trust and support of our team. We have enjoyed working with you and the WCWCD project leadership team thus far, and we're fully committed to making this new project a complete success. We are proud of our history of negotiating fair fees and we welcome an opportunity to discuss details with you at your convenience. Please do not hesitate to contact me with questions or comments.

Sincerely,



Joshua W. Greene, AIA,
 Principal
 Cc: Becky Hawkins, Founding Partner

Approved:

By: _____
 Title: _____
 Date: _____

EXCLUDED	PG	DD	CD	Permit	Bid	CA	CloseOut
0.000%	\$0						
Permit Fees - Allowance	\$0			\$0			

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

Design Professional shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance, Design Professional and all of Design Professional’s sub-contractors shall maintain limits no less than:

1. GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):

- i. Comprehensive general liability insurance :
 - 1. \$3,000,000 Aggregate
 - 2. \$1,000,000 Per Occurrence
- ii. Property Damage
 - 1. \$1,000,000
- iii. Professional Liability:
 - 1. \$3,000,000 Aggregate
 - 2. \$2,000,000 Per Occurrence

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Consultant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Consultant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed

C. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, ii and in the limits as listed in this document, unless approved in writing by the District.

D. VERIFICATION OF COVERAGE

Consultant and all of Design Professional’s Sub-Contractor’s shall furnish District with certificates of insurance and with original endorsements effecting coverage

required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Consultant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Consultant of such a change.



Board of Trustees Meeting

March 2, 2026

Agenda

- Public hearing to consider a rate increase for the regional potable wholesale rate
- Public hearing to consider a rate increase for the regional non-potable (secondary) wholesale rate
- Consider a resolution adopting the regional potable wholesale rate increase
- Consider a resolution adopting the regional non-potable (secondary) wholesale rate increase
- Public hearing to consider rate increase for wastewater services in Pinion Hills
- Consider a resolution approving the rate increase for wastewater services in Pinion Hills
- Consider which types of land-use developments that adopt Ultra Water Efficiency Standards are eligible for an impact fee discount
- Public hearing to consider an update to the Excess Water Use Surcharge threshold for new residential connections subject to the Ultra Water Efficiency Standards
- Consider a resolution authorizing an update to the Excess Water Use Surcharge thresholds for new residential connections subject to the Ultra Water Efficiency Standards
- Discussion on impact fee collections for dormant meters
- Consider approval of engineering design contracts with Horrocks, JUB, Sunrise, Alpha, Civil Science, RB&G, and Hansen Allen Luce for the Regional Reuse Purification System - Conveyance Components Project
- Consider approval of professional design contract with Methods Studio for the AWP Demonstration Facility and Garden Project
- Manager's Report
- Consider approval of February 2, 2026, board meeting minutes



1. Public hearing to consider a rate increase for regional potable wholesale rate

- Jacob Sullivan, WCWCD Finance Manager
- For discussion



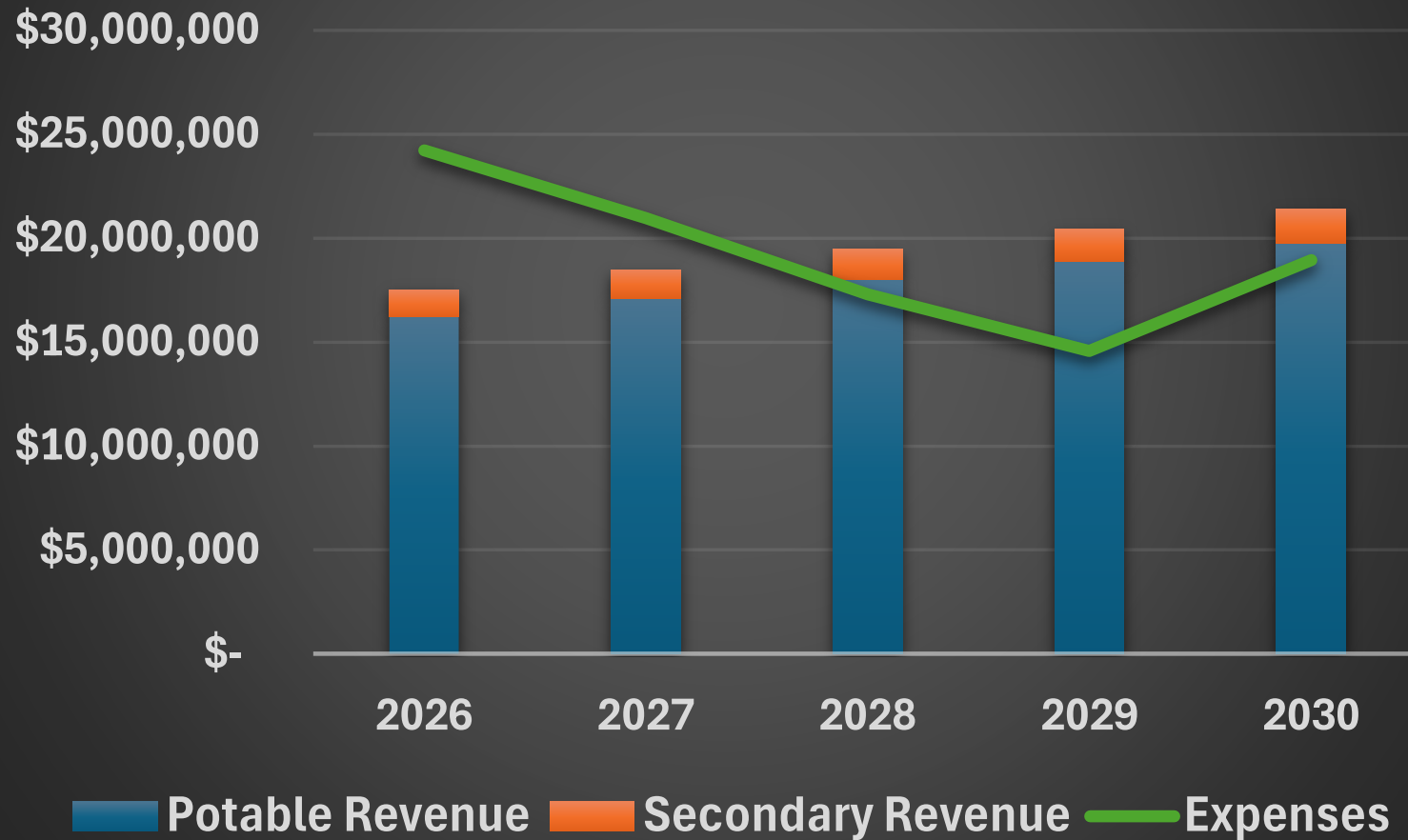
Proposed Rate Increase

A proposed increase of \$0.11 per 1,000 gallons has been presented to the TAC that would be effective July 1, 2026.

	Current Rate	Proposed Rate
Potable Rate	\$1.92	\$2.03
Secondary Rate	\$1.38	\$1.49



5-Year Projection with \$0.11 Annual Increases

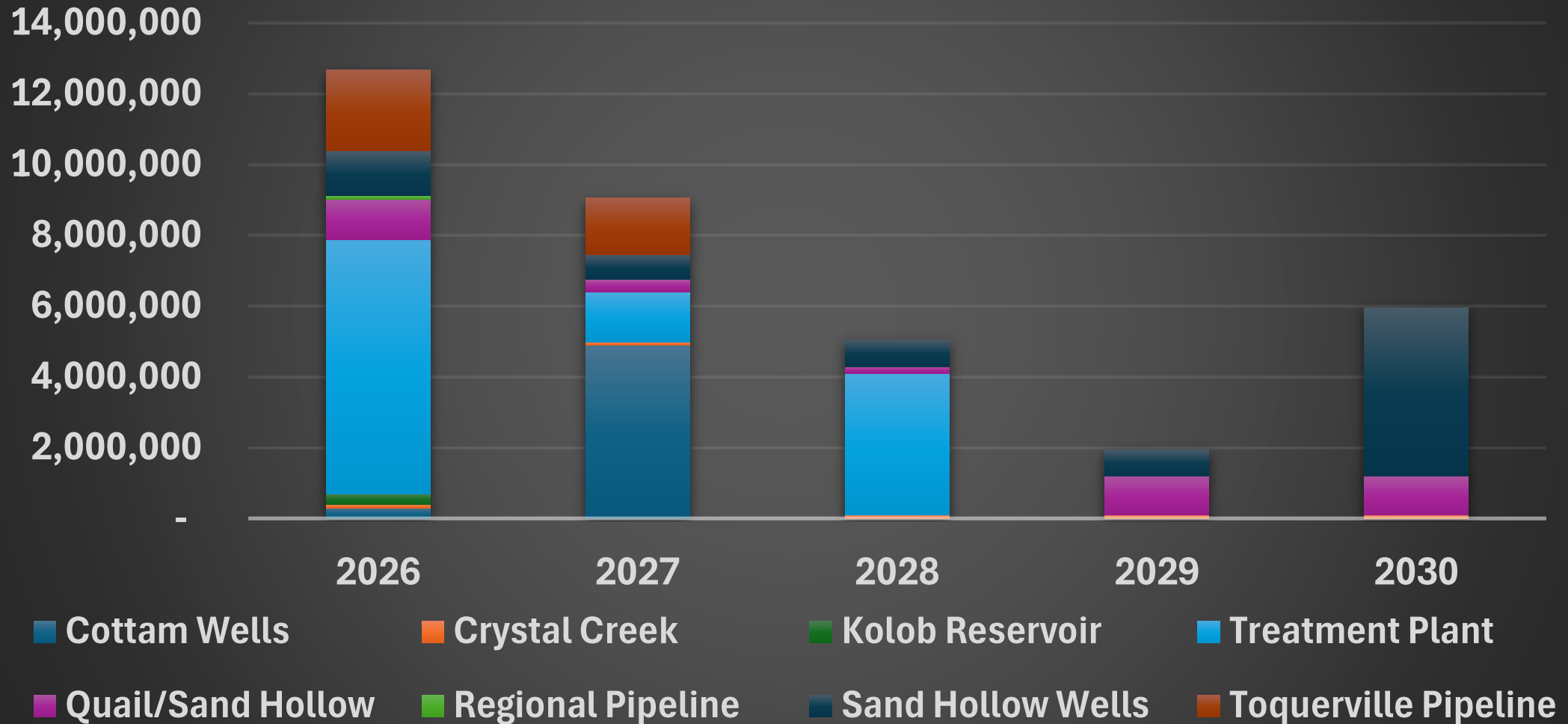


5-Year Projection with \$0.11 Annual Increases

	2026	2027	2028	2029	2030
Potable Rate	\$ 2.03	\$2.14	\$2.25	\$2.36	\$2.47
Secondary Rate	\$1.49	\$1.60	\$1.71	\$1.82	\$1.93
Potable Revenue	\$16,240,000	\$17,120,000	\$18,000,000	\$18,880,000	\$19,760,000
Secondary Revenue	1,266,500	1,360,000	1,453,500	1,547,000	1,640,500
Total Revenue	17,506,500	18,480,000	19,453,500	20,427,000	21,400,500
Less: Expenses	(24,232,430)	(20,957,670)	(17,294,290)	(14,561,620)	(18,939,980)
Addition to/(Use of) Reserves	\$(6,725,930)	\$(2,477,670)	\$2,159,210	\$5,865,380	\$2,460,520



Schedule of Repair & Replacement Projects

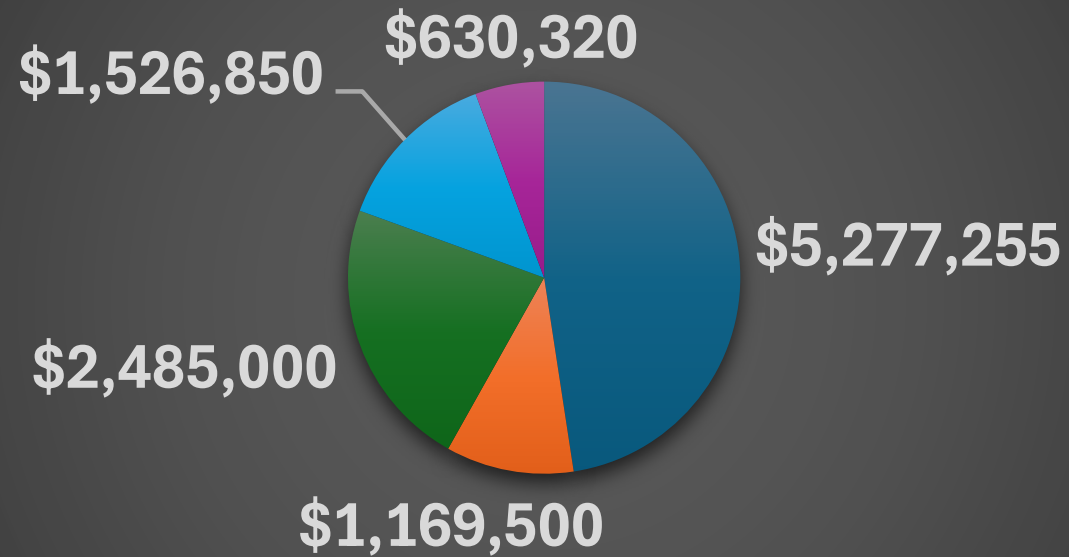


Schedule of Repair & Replacement Projects

	2026	2027	2028	2029	2030	Total
Cottam Wells	\$ 300,000	\$ 4,900,000	\$ -	\$ -	\$ -	\$ 5,200,000
Crystal Creek	100,000	100,000	100,000	100,000	100,000	500,000
Kolob Reservoir	300,000	-	-	-	-	300,000
Treatment Plant	7,181,000	1,400,000	4,000,000	-	-	12,581,000
Quail/Sand Hollow	1,145,000	350,000	200,000	1,100,000	1,100,000	3,895,000
Regional Pipeline	90,000	-	-	-	-	90,000
Sand Hollow Wells	1,275,000	700,000	750,000	750,000	4,750,000	8,225,000
Toquerville Pipeline	2,300,000	1,620,000	-	-	-	3,920,000
Total	\$ 12,691,000	\$ 9,070,000	\$ 5,050,000	\$ 1,950,000	\$ 5,950,000	\$ 34,711,000



2026 Budgeted Operating Costs



■ General Operations

■ Water Treatment Plant

■ Miscellaneous Facilities

■ Sand Hollow Regional System

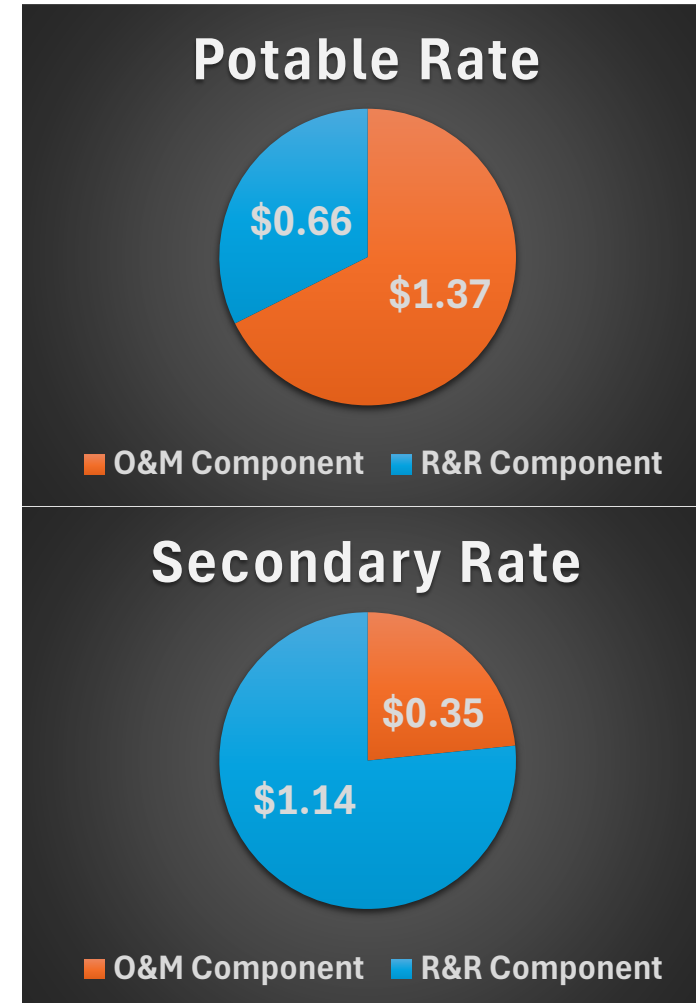
■ Quail Creek/Sand Hollow System



Proposed 2026 Rate Components

Proposed 2026 Rates

Expense	Potable	Secondary
Operations & Maintenance	\$ 1.37	\$ 0.35
Repair & Replacement	1.60	0.18
Addition to/(Use of) Reserves	(0.97)	0.96
TOTAL	\$ 2.03	\$ 1.49



2. Public hearing to consider a rate increase for regional non-potable (secondary) wholesale rate

- Jacob Sullivan, WCWCD Finance Manager
- For discussion



2. Consider a resolution adopting the regional potable wholesale rate increase

- Jacob Sullivan, WCWCD Finance Manager
- For action



Item 2 - Recommendation

Move to approve the resolution authorizing a \$0.11 per 1,000 gallons rate increase for wholesale potable water from \$1.92 to \$2.03 effective July 1, 2026.



4. Consider a resolution adopting the regional non-potable (secondary) wholesale rate increase

- Jacob Sullivan, WCWCD Finance Manager
- For action



Item 4 - Recommendation

Move to approve the resolution authorizing a \$0.11 per 1,000 gallons rate increase for wholesale non-potable water from \$1.38 to \$1.49 effective July 1, 2026.

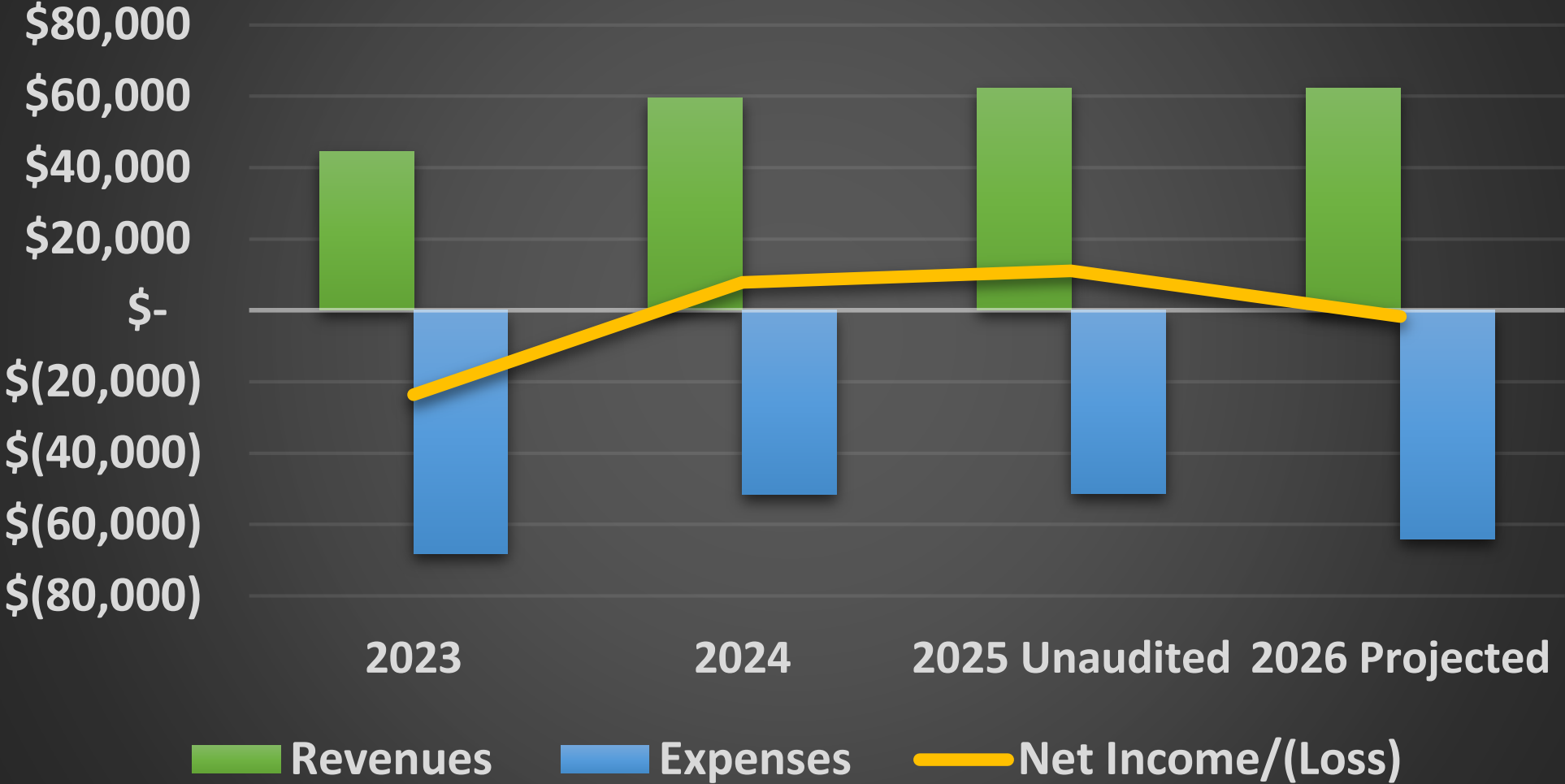


5. Public hearing to consider a rate increase for wastewater service in Pinion Hills

- Jacob Sullivan, WCWCD Finance Manager
- For discussion



Pinion Hills Income/Loss Trend



Pinion Hills Income/Loss Trend

	2023	2024	2025 Unaudited	2026 Projected
Revenues	\$44,534	\$59,442	\$62,417	\$62,417
Expenses:				
Operations & Maintenance	64,784	48,385	49,013	61,179
Utilities	1,803	2,071	1,876	2,000
Water Quality Tests	1,559	1,086	408	1,000
Total Expenses	68,146	51,542	51,297	64,179
Net Income/(Loss)	\$(23,615)	\$7,900	\$11,120	\$(1,762)



Pinion Hills Proposed Rate Increase

Current recommended increase (5%)

\$1.93 per month per connected parcel

From \$38.50 to \$40.43

\$1.10 per month per unconnected parcel

From \$22.00 to \$23.10

- Projected revenues for 2026 would increase to \$66,200
- Excess revenues, if any, would be saved for future repair & replacement projects



6. Consider a resolution approving the rate increase for wastewater service in Pinion Hills

- Jacob Sullivan, WCWCD Finance Manager
- For action



Item 6 - Recommendation

Move to approve the resolution authorizing a rate increase for the Pinion Hills Wastewater System of \$1.93 per connected parcel and \$1.10 per unconnected parcel per month effective March 2, 2026.



7. Consider which types of land-use developments that adopt Ultra Water Efficiency Standards

- Zach Renstrom WCWCD General Manager
- For action



Item 7 - Recommendation

Move to authorize a discounted impact fee of \$11,413 per ERC for the following categories of development:

new subdivisions; individual lots (with no size limit); and unbuilt lots in platted subdivisions existing as of March 2, 2026.

So long as the development complies with the UWES standards and requirements set forth by the District.”



8. Public hearing to consider an update to the Excess Water Use Surcharge threshold for new residential connections subject to the Ultra Water Efficiency Standards

- Jodi Richins, WCWCD General Counsel
- For discussion



9. Consider a resolution authorizing an update to the Excess Water Use Surcharge thresholds for new residential connections subject to the Ultra Water Efficiency Standards

- Jodi Richins, WCWCD General Counsel
- For action



Residential Thresholds for New Connections

Season	Winter (December, January, February)	Spring (March, April,)	Summer (May, June, July, August, September)	Fall (October, November)
Potable Only Residential Connection	8,000 gallons per month	15,000 gallons per month	20,000 gallons per month	15,000 gallons per month
Potable and Non-Potable Residential Connection	8,000 gallons per month	8,000 gallons per month	8,000 gallons per month	8,000 gallons per month
<u>Ultra Water Efficient Connection</u>	<u>8,000 gallons per month</u>	<u>8,000 gallons per month</u>	<u>8,000 gallons per month</u>	<u>8,000 gallons per month</u>



Item 9 - Recommendation

Move to approve a resolution authorizing an update to the Excess Water Use Surcharge threshold for new connections subject to the Ultra Water Efficiency Standards



10. Policy discussion on impact fee collections with dormant meters

- Stacy Young – SUHBA (Southern Utah Home Builders Association)
- For discussion

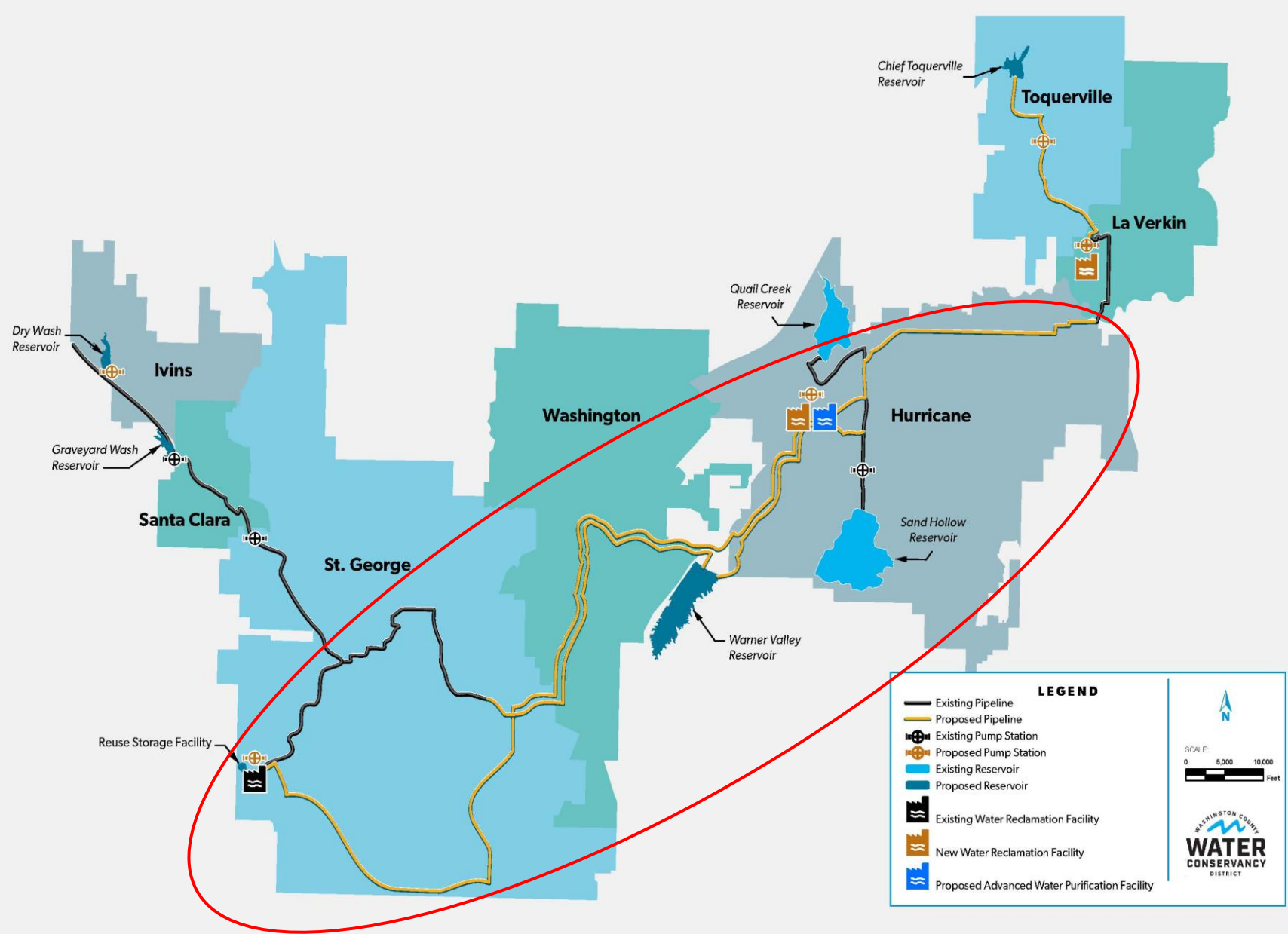


11. Consider approval of engineering design contracts with Horrocks, JUB, Sunrise, Alpha, Civil Science, RB&G, and Hansen Luce for Regional Reuse Purification System Conveyance Components Project

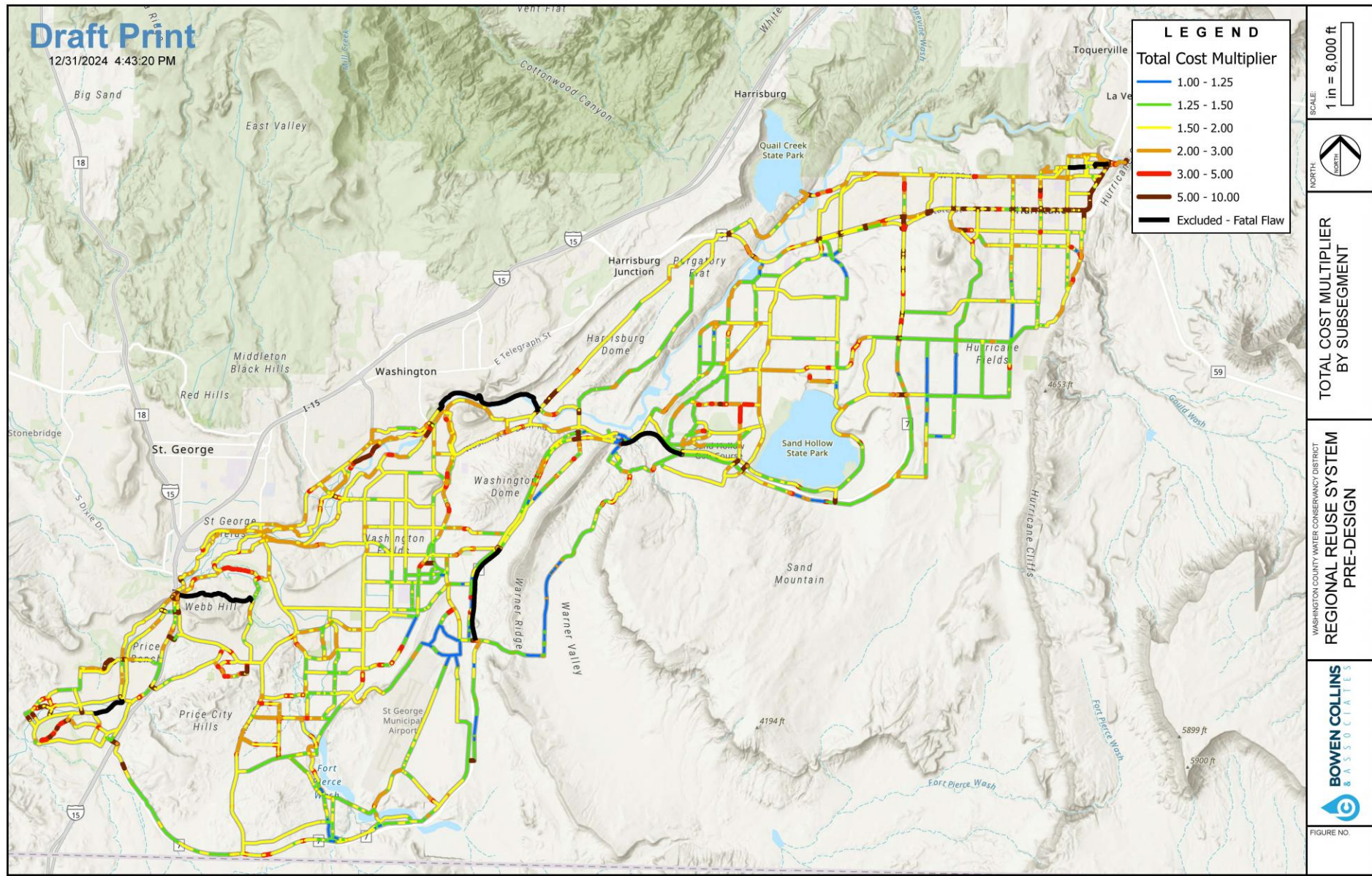
- Trinity Stout, WCWCD Reuse Project Manager
- For action



A Regional System



Pipeline Alignment Study



NEPA Update



Legend

- Pump Station**
- Existing Pump Station
 - Proposed Pump Station
- Proposed Pipeline Alignment

Data

1. Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
2. Data Source: Stantec, USGS (Auto-Corrected 9M DEM 2008)
3. Background: Esri Hybrid World Imagery 04/07/2023



Project Location
Washington Co, Utah

Client/Project
Washington County Regional Reuse Program

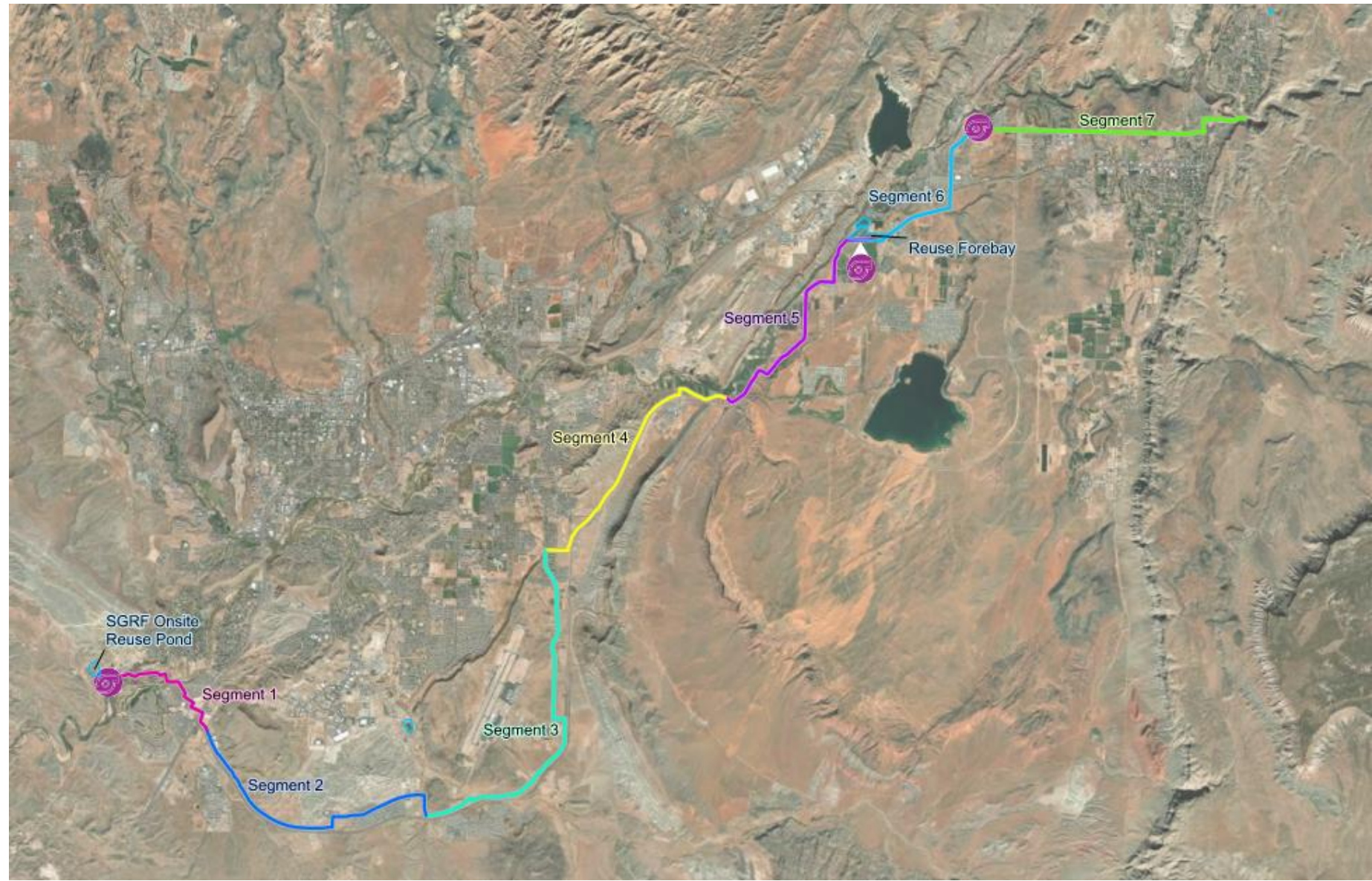
Prepared by JA on 5/13/2025
TR by CS on 5/13/2025
M by EC on 5/13/2025
183201727

Title

Pipeline Alignments



Preferred Alignment and Project Segments



Timeline

Pre-Solicitation Conference:
June 2025

Finalize PDR and Design Packages:
July 2025

Baseline Studies:
Survey and Mapping – August 2025
ROW Acquisition – September 2025
Preliminary Geotech – September 2025

Project Management Support:
September/October 2025

Design Consultants – Conveyance:
December 2025



SOQ Review and Selection

- Review Process
 - 18 Submissions
 - Committee (Program Partners and OA)
 - WCWCD, ACSSD, St. George, Stantec
 - Scored on:
 - Qualifications, Knowledge and Experience, Management Plan, Letters of Reference



Scope of Work and Fee Proposal

- Initial Scoping Meeting
- Scope and Fee Clarification Letters
- Scope and Fee Negotiation
 - Effort led by Consulting PMs, with direction and support from Reuse Program
 - Total fee reduced by \$7.2 M without sacrificing scope or schedule
 - All contracts are hourly, not to exceed



Scope of Work and Fee Proposal

- Segment 1: Horrocks
- Length: 16,200 l.f. 36" DIP
- Complexities:
 - Virgin River crossing
 - Trenchless crossing @ I-15
- PM: Bob Lamoreaux
- Contract Amount: \$1,402,738
- Contract includes hourly rates for continued project support



Scope of Work and Fee Proposal

- Segment 2: J-U-B Engineers
- Length: 30,300 l.f. 36" DIP
- Complexities:
 - UDOT coord. @ Exit 1 SR-7
 - Potential trenchless installation
- PM: Bob Lamoreaux
- Contract Amount: \$1,196,400
- Contract includes hourly rates for continued project support



Scope of Work and Fee Proposal

- Segment 3: Sunrise Engineering
- Length: 35,700 l.f. 36" DIP
- Complexities:
 - Active development
 - Congested utility corridor
 - Fort Pearce Wash crossing
- PM: Bob Lamoreaux
- Contract Amount: \$1,193,900
- Contract includes hourly rates for continued project support



Scope of Work and Fee Proposal

- Segment 4: Alpha Engineering
- Length: 25,800 l.f. 36" DIP
- Complexities:
 - UDOT and BLM utility corridor
 - Stand pipe/hydraulic control
- PM: Brad Robbins
- Contract Amount: \$829,920
- Contract includes hourly rates for continued project support



Scope of Work and Fee Proposal

- Segment 5: Civil Science
- Length: 25,000 l.f. 36" DIP
- Complexities:
 - Active Development
 - BLM Coordination
 - Connection @ Reuse Forebay
- PM: Brad Robbins
- Contract Amount: \$1,003,500
- Contract includes hourly rates for continued project support



Scope of Work and Fee Proposal

- Segment 6: Hansen Allen & Luce
- Length: 17,700 l.f. 30" DIP
- Complexities:
 - Active Development
 - Congested utility corridor
 - Crossing @ SR-9
- PM: Brett John
- Contract Amount: \$1,258,154
- Contract includes hourly rates for continued project support



Scope of Work and Fee Proposal

- Segment 7: Sunrise Engineering
- Length: 27,700 l.f. 30" DIP
- Complexities:
 - Multiple delivery locations
 - Crossing @ SR-9
 - Congested utility corridor
 - Corridor for future Quail Creek Pipe
- PM: Brett John
- Contract Amount: \$998,900
- Contract includes hourly rates for continued project support



Scope of Work and Fee Proposal

- Reuse Forebay: RB&G
- Size: Approx. 150 acre-feet
- Complexities:
 - Retrofitting ACSSD Ponds 1 and 2
- Scope includes geotechnical work, ESDC, construction observation, and materials testing
- PM: Brad Robbins
- Contract Amount: \$2,094,005
- Contract includes hourly rates for continued project support



Scope of Work and Fee Proposal

- Pump Stations: Alpha Engineering
- White Dome Intermediate/Tank
 - 23 MGD
- Reuse Forebay Pump Station
 - 16 MGD
- Ag Exchange Intermediate/Tank
 - 16 MGD
- PM: Brett John
- Contract Amount: \$1,252,718
- Contract includes hourly rates for continued project support



Selected Firms

Pipeline Segment	Engineer	Fee Proposal
1	Horrocks	\$1,402,738
2	JUB	\$1,196,400
3	Sunrise	\$1,193,900
4	Alpha	\$829,920
5	Civil Science	\$1,003,500
6	HAL	\$1,258,154
7	Sunrise	\$998,900
Reuse Forebay	RB&G	\$2,094,005
Pump Stations	Alpha	\$1,252,718
Total Fee:		\$11,230,235

**Engineering
Design and
Engineering
Services During
Construction**

Item 11– Recommendation

Move to approve the Agreements for Engineering Services as presented

Pipeline Segment	Engineer	Fee Proposal
1	Horrocks	\$1,402,738
2	JUB	\$1,196,400
3	Sunrise	\$1,193,900
4	Alpha	\$829,920
5	Civil Science	\$1,003,500
6	HAL	\$1,258,154
7	Sunrise	\$998,900
Reuse Forebay	RB&G	\$2,094,005
Pump Stations	Alpha	\$1,252,718
Total Fee:		\$11,230,235



12. Consider approval of professional design contract with Method Studio for the AWP Demonstration Facility and Garden Project

- Trinity Stout, WCWCD Reuse Project Manager
- For action



AWP Demonstration Facility

Increase understanding and awareness of One Water and potable reuse.

New facilities:

- Education Building
- AWP Demonstration Equipment
- AWP Portable Trailer
- Conservation Garden



Education Building

Purpose

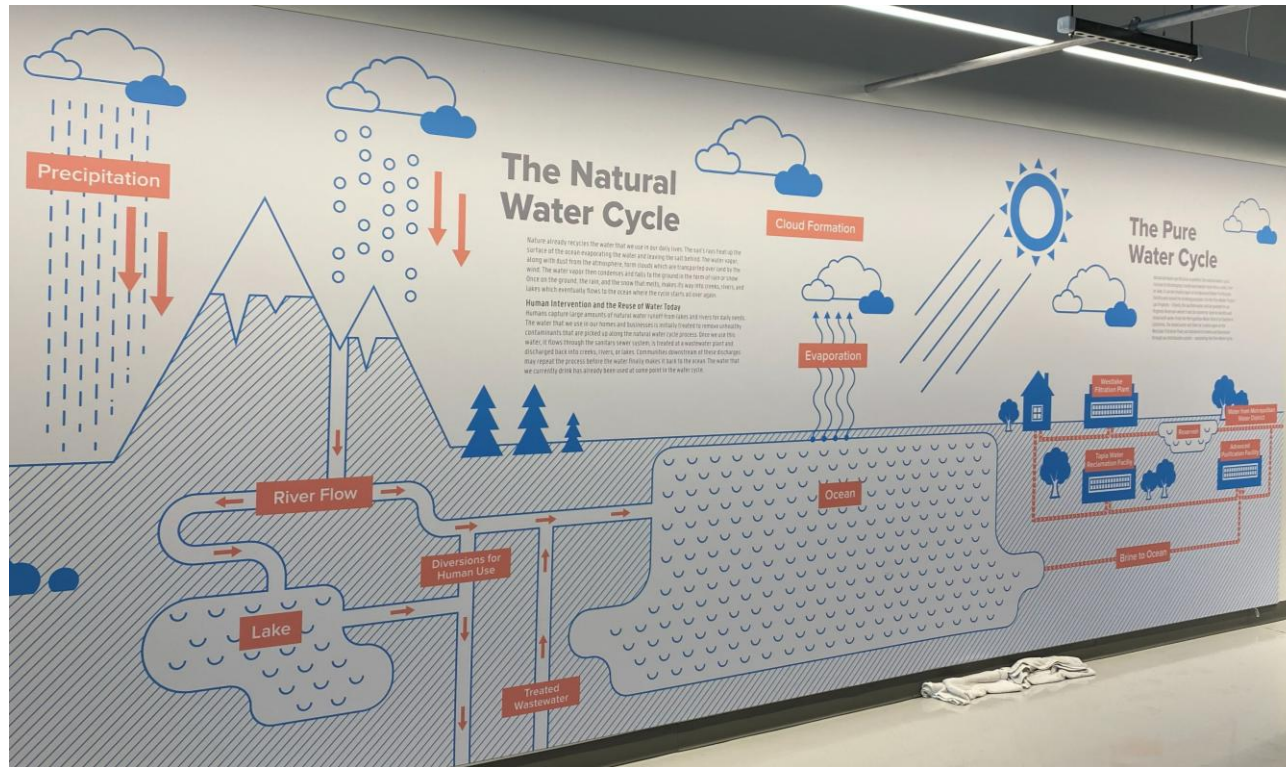
Space to receive One Water Washington County tours and learn about potable reuse



Las Virgenes Pure Water Demo Calabasas, CA



Education Building



Las Virgenes Pure Water Demo Calabasas, CA

Key Scoping Points

- Design a building capable of hosting tours, trainings, and seminars.
- Incorporate educational features such as signage, artwork, and exhibits.
- Integrate architectural, structural, HVAC, and electrical systems tailored to the needs of the facilities, including AWP Demonstration Equipment.



AWP Demo Equipment

Purpose

Opportunity for public to learn about and taste test purified water at education building



Reverse Osmosis Pilot Skid Canton, OH



AWP Portable Trailer

Purpose

Opportunity for public to learn about and taste test purified water at locations throughout Washington County

Trailer will replicate treatment process but will not contain AWP equipment



Portable AWP Trailer Phoenix, AZ



Conservation Garden

Purpose

Interactive garden featuring water-efficient desert landscapes, meandering trails, shade structures, and gathering spaces



Red Hills Desert Garden redhillsdesertgarden.com



Conservation Garden



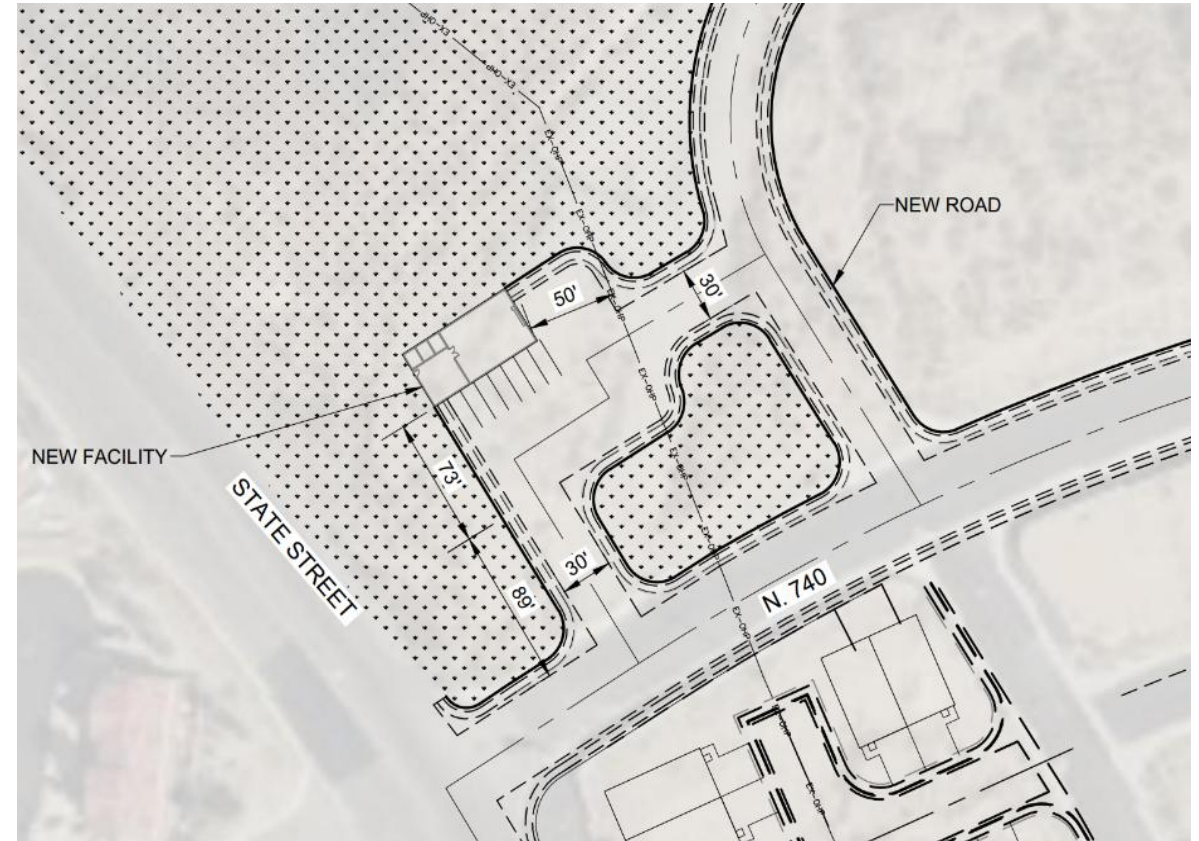
Key Scoping Points

- Design a demonstration garden using water-wise plants
- Develop grading, irrigation, and planting plans
- Ensure accessibility and integration with education building
- Incorporate educational features such as signage, interactive exhibits, and outdoor instruction areas

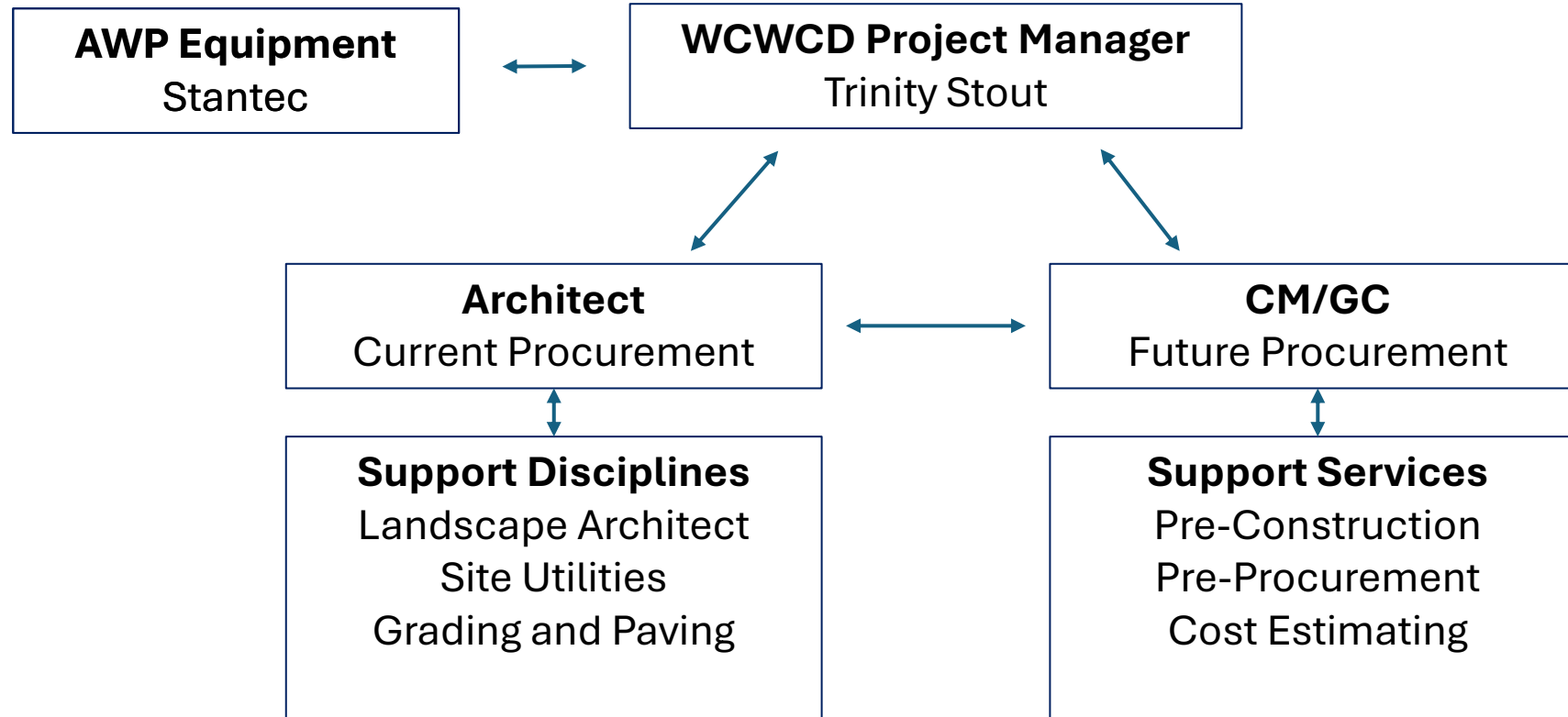


Pre-Design Work Completed to Date

- Land acquisition underway
- Civil site concept drawing
- Basis of design report for AWP demonstration equipment
- Site geotech work underway



Collaborative Delivery Project Org Chart



SOQ Review and Selection

- Review Process
 - 5 Submissions
 - Committee (Program Partners and OA)
 - WCWCD, ACSSD, St. George, Stantec
 - Scored on:
 - Qualifications, Knowledge and Experience, Management Plan, Letters of Reference
- Selected Firm: Method Studio



Scope of Work and Fee Proposal

Method Studio

- Subconsultants:
 - Civil Engineer – Alpha Engineering
 - Water Reuse Consultant – Brown & Caldwell
 - Landscape Architect – Colwell Shelor
 - Structural Engineer – KPFF
 - Electrical Engineer – RESOLUT
- Contract Amount: \$352,858.00
- Contract includes hourly rates for continued project support



Item 12 – Recommendation

Move to approve the Agreement for Professional Design Services with Method Studio for \$352,858.00



13. Manager's Report

- Zach Renstrom, WCWCD General Manager
- For discussion



14. Consider approval of February 2, 2026, board meeting minutes

- Ed Bowler, WCWCD Chairman
- For action



Item 14 - Recommendation

Move to approve February 2, 2026, board meeting minutes



Thank you for participating in this board meeting



wcwcd.gov



info@wcwcd.gov

