Town of Leeds

Agenda
Town of Leeds Town Council
Wednesday, September 8, 2021

PUBLIC NOTICE is hereby given that the Town of Leeds Town Council will hold a **PUBLIC MEETING** on Wednesday, September 8, 2021 at 7:00 PM.

If you are interested in participating remotely via Zoom, please contact Town Hall at 879-2447 or email Clerk@LeedsTown.org for the Zoom details.

Regular Meeting 7:00pm.

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Declaration of Abstentions or Conflicts
4. Consent Agenda:
   a. Tonight's Agenda
   b. Meeting Minutes of August 11, 2021
5. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).
6. Announcements:
   a. Meet the Candidates Night, Wednesday September 29 at 7pm, Leeds Town Hall (and Zoom)
7. Public Hearing: None
8. Special Presentation, Zach Renstrom, General Manager, Washington County Water Conservancy District, Water Conservation in New Development
9. Action Items:
   a. Discussion and Possible Action Regarding Master Agreement for Consulting Services with Sunrise Engineering
   b. Discussion and Possible Action Regarding General Plan/Master Transportation Plan Update
   c. Discussion and Possible Action Regarding Expanded Easement through Town land off of Majestic Mountain Road leading towards Parcel L-3-1-7-1110
10. Discussion Items:
    a. Main Street Curb and Gutter Plan Review
    b. Fourth Quarter Budget Review
11. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).
12. Staff Reports
13. Closed Meeting: A Closed Meeting may be held for any item identified under Utah Code section 52-4-205.
14. Adjournment

The Town of Leeds will make reasonable accommodations for persons needing assistance to participate in this public meeting. Persons requesting assistance are asked to call the Leeds Town Hall at 879-2447 at least 24 hours prior to the meeting.
The Town of Leeds is an equal opportunity provider and employer.
Certificate of Posting; The undersigned Clerk/Recorder does hereby certify that the above notice was posted September 7, 2021 at these public places being at **Leeds Town Hall**, **Leeds Post Office**, the **Utah Public Meeting Notice website** http://pmn.utah.gov, and the **Town of Leeds website** www.leedstown.org.

Aseneth Steed, Clerk/Recorder

MASTER AGREEMENT

FOR

CONSULTING SERVICES

TOWN OF LEEDS

AND

SUNRISE ENGINEERING, INC.

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TOWN OF LEEDS
AND
SUNRISE ENGINEERING, INC.

MASTER AGREEMENT FOR CONSULTING SERVICES

This Master Agreement for Consulting Services (this "Agreement") is entered into by and between the TOWN OF LEEDS ("CLIENT") and SUNRISE ENGINEERING, INC. ("CONSULTANT") to be effective as of the _____ day of _____ 2021.

CLIENT and CONSULTANT agree as follows:

ARTICLE 1. PURPOSE AND EFFECT OF THIS AGREEMENT

1.1 Work Releases. It is the intention of CLIENT to award to CONSULTANT projects for the performance of consulting services (a "Relevant Project") through the execution by CLIENT and CONSULTANT of Work Releases substantially in the form attached hereto as Exhibit "A" (a "Work Release") that reference this Agreement and incorporate into the Work Release for the Relevant Project the terms, conditions, promises and obligations of this Agreement. It is understood and agreed that CLIENT shall have no legal obligation or duty created by the execution of this Agreement to award any project to CONSULTANT as a Relevant Project or to execute any Work Release with CONSULTANT. Nothing in this Agreement is to be construed as granting to CONSULTANT exclusive rights to perform any or all of CLIENT's requirements for consulting services. It is understood and agreed that CONSULTANT shall have no legal obligation or duty created by the execution of this Agreement to accept the award of any project offered to CONSULTANT by CLIENT as a Relevant Project or to execute any Work Release with CLIENT. Nothing in this Agreement is to be construed to require CONSULTANT to perform any or all of CLIENT's requirements for consulting services.

1.2 The Consulting Services Contract. If CLIENT and CONSULTANT execute a Work Release for a Relevant Project that incorporates by reference this Agreement, this Agreement and the Work Release and any modifications made to this Agreement and/or the Work Release made by CLIENT and CONSULTANT in writing with respect to the Relevant Project (collectively, this Agreement, the Work Release and any written modifications to this Agreement and/or the Work Release with respect to the Relevant Project are collectively referred to as the "Consulting Services Contract") shall form the entire and integrated agreement between CLIENT and CONSULTANT for CONSULTANT's consulting services for the Relevant Project as described in the Consulting Services Contract (the "Services").

1.3 Conflicts Between Agreement and Work Release. In the event of any direct conflict between the terms, conditions, promises and/or obligations of this Agreement and the terms, conditions, promises and/or obligations of a Work Release for a Relevant Project that incorporates this Agreement by reference, the terms, conditions, promises and obligations of the Work Release for the Relevant Project shall supersede and replace the directly conflicting terms, conditions, promises and obligations of this Agreement, but only with regard to the Relevant Project.

1.4 Term of Agreement. The term of this Agreement shall be for a period of one year from the effective date of this Agreement. This Agreement shall automatically be extended

for additional one-year terms provided that neither party to this Agreement, nor its successors or assigns, terminates this Agreement.

1.5 Effect of Termination of Work Release. The termination of a Work Release as to a Relevant Project shall not terminate this Agreement or the Consulting Services Contract in respect to any Relevant Project the subject of a Work Release that has not been terminated.

1.6 Effect of Termination of this Agreement. This Agreement and the Consulting Services Contract shall remain in effect and binding upon CLIENT and CONSULTANT after the effective date of the termination of this Agreement as to any Relevant Project for which CONSULTANT is performing Services after the effective date of the termination of this Agreement. The Consulting Services Contract for a Relevant Project shall remain in effect and binding upon CLIENT and CONSULTANT after the effective date of the termination of this Agreement and/or the Consulting Services Contract for a Relevant Project as to any and all terms, conditions, promises or obligations of this Agreement and the Consulting Services Contract for a Relevant Project that are intended by the parties to survive the completion of the Services with respect to the Relevant Project and/or are intended to survive the termination of the Consulting Services Contract for a Relevant Project.

1.7 Execution of New Agreement for Consulting Services. This Agreement shall not be binding on CLIENT or CONSULTANT as to any project for which a Work Release has been executed by CLIENT and CONSULTANT which Work Release incorporates by reference another agreement between CLIENT and CONSULTANT, even if this Agreement has not been terminated.

1.8 Prior Services. If any of the Services are performed by CONSULTANT or CONSULTANT's Subconsultants (defined in Section 2.2 of this Agreement) prior to the effective date of this Agreement and/or the Work Release for the Relevant Project, such Services shall be governed by the terms, conditions, promises and obligations of the Consulting Services Contract to the same extent as if such Services had been performed after the effective date of this Agreement and the Work Release for the Relevant Project.

ARTICLE 2. CONSULTANT'S RESPONSIBILITIES

2.1 CONSULTANT's Services CONSULTANT shall perform the Services for each Relevant Project as are described in the Work Release for that Relevant Project. This Agreement shall be incorporated by reference into each Work Release for a Relevant Project to be governed by the terms, conditions, promises and obligations of this Agreement.

2.2 Right to Retain Subconsultants. CONSULTANT may use the services of subconsultants in the performance of the Services ("CONSULTANT's Subconsultants") when, in the CONSULTANT's sole opinion, it is appropriate to do so. Such persons and entities include, but are not limited to, specialized consultants and testing laboratories. CONSULTANT's use of subconsultants in the performance of a Change in Services (defined in Section 6.1 of this Agreement) shall not be unreasonably restricted by CLIENT, provided, however, CONSULTANT shall not use subconsultants to perform Changes in Services without prior written notice to CLIENT. CONSULTANT will engage the services of the subconsultants, if any, required to be engaged by CONSULTANT in the Work Release for the Relevant Project to perform the Services. CLIENT shall furnish the services of all other consultants reasonably required for the Relevant Project (but not required to perform CONSULTANT's Services), unless CLIENT and CONSULTANT mutually agree that CONSULTANT shall engage such

additional consultants as a Change in Services. Nothing in this Section 2.2 shall be construed to require that CONSULTANT agree to engage any additional consultants as a Change in Services.

2.3 Standard of Skill and Care. The Services (whether performed by CONSULTANT or CONSULTANT's Subconsultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by professionals of the same discipline in the state in which the Relevant Project is located on projects of similar size and scope and under like circumstances. CONSULTANT shall be responsible for all services provided under the Consulting Services Contract, whether such services are provided directly by CONSULTANT or by CONSULTANT's Subconsultants. CONSULTANT disclaims that any warranties, expressed or implied, are made or intended by CONSULTANT regarding the quality, fitness, accuracy, suitability or completeness of the CONSULTANT's Services or the Instruments of Service (defined in Section 5.1 of this Agreement) or regarding any other matter.

2.4 Compliance with Laws. CONSULTANT and/or CONSULTANT's Subconsultants shall review laws, codes and regulations applicable to the Services and shall exercise the standard of skill and care required by Section 2.3 of this Agreement to comply with the laws, codes and regulations applicable to the Services. CONSULTANT specifically disclaims any express warranty or warranty implied by operation of law that the Services for the Relevant Project comply with applicable laws, codes and regulations as these laws, codes and regulations are interpreted by governmental authorities with jurisdiction of the Relevant Project or by finders of fact in dispute resolution proceedings. CONSULTANT and/or CONSULTANT's Subconsultants shall respond in the performance of the Services to requirements communicated to CONSULTANT by government authorities having jurisdiction over the Relevant Project.

2.5 Reliance on CLIENT Furnished Information. CONSULTANT and CONSULTANT's Subconsultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by CLIENT and CLIENT's consultants, agents and representatives, and CONSULTANT and CONSULTANT's Subconsultants shall have no duty to investigate the accuracy or completeness of such services or information. CONSULTANT shall provide prompt written notice to CLIENT if CONSULTANT or CONSULTANT's Subconsultants become aware of any errors, omissions or inconsistencies in the services or information furnished by CLIENT.

2.6 Non-Negligent Errors. If the Services for a Relevant Project require the preparation by CONSULTANT and/or CONSULTANT's Subconsultants of drawings, specifications, surveys, plats, maps, reports, studies, or other documents for the planning or construction of improvements to real property (collectively, "Planning or Construction Documents"), CLIENT acknowledges that there is no perfect set of Planning or Construction Documents and that inconsistencies, conflicts, errors and omissions in the Planning or Construction Documents will occur despite the exercise by CONSULTANT and CONSULTANT's Subconsultants of the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services. CLIENT acknowledges and agrees that subject to the limitations and conditions of Article 10 of this Agreement, CONSULTANT is liable to CLIENT only for those damages suffered by CLIENT caused by inconsistencies, conflicts, errors or omissions in the Planning or Construction Documents caused by the negligence or intentionally wrongful conduct of CONSULTANT or CONSULTANT's Subconsultants.

2.7 Construction Phase Services. When the Services for a Relevant Project include contract or construction administration services for the construction of improvements to real property, the terms and conditions of any construction contract (the "Construction Contract")

between CLIENT and a contractor constructing the improvements for the Relevant Project ("Contractor") shall be consistent with the Consulting Services Contract regarding CONSULTANT's obligations to perform contract or construction administration services, and shall not purport to require services of CONSULTANT different than or in addition to the Services required of CONSULTANT by the Consulting Services Contract. CONSULTANT is not a party to the Construction Contract, and the Consulting Services Contract shall be the sole and exclusive description of CONSULTANT's Services and CONSULTANT's duties and obligations with respect to CONSULTANT's Services.

2.8 Observations of the Work. If CONSULTANT is required by the Consulting Services Contract to make any observations or inspections of the work or services performed by a Contractor to construct any improvements for a Relevant Project (the "Work"), CONSULTANT agrees to perform such observations or inspections using the skill and care required by Section 2.3 of this Agreement solely for the purpose of endeavoring to ascertain if the Work is being constructed in accordance with CLIENT's Construction Contract with Contractor. By performing such observations or inspections, CONSULTANT does not warrant or guarantee to CLIENT that the Work conforms to the requirements of the Construction Contract, CONSULTANT does not accept or assume any responsibility or liability for any acts or omissions of Contractor or accept or assume any duties or liabilities to Contractor with respect to the Work not performed in accordance with the Construction Contract, and Contractor is not relieved of Contractor's obligations to perform the Work in accordance with the Construction Contract by CONSULTANT's Services. CONSULTANT shall have no duty or responsibility to CLIENT, Contractor or any other person or entity to observe or inspect Contractor's means, methods, techniques or sequences of construction, or Contractor's safety programs or procedures, all of which shall be the exclusive responsibility of Contractor. CONSULTANT shall have no power or authority to stop the Work. The power and authority to stop the Work is possessed exclusively by CLIENT. CONSULTANT and CONSULTANT's Subconsultants shall have no responsibility or liability for injuries to persons (including death), damage to property or economic loss caused by Contractor's operations under the Construction Contract, whether at the site of the Relevant Project or off the site of the Relevant Project except to the extent such injuries, damages or losses are caused by the negligence of CONSULTANT and/or CONSULTANT's Subconsultants. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT and CONSULTANT's Subconsultants and their past and current officers, directors, partners, members, employees, agents and consultants, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon the operations of the Contractor or its subcontractors, sub-subcontractors of any tier, suppliers, representatives or agents under the Construction Contract whether at the site of the Relevant Project or off the site of the Relevant Project including, without limitation, defects or deficiencies in the Work, injuries to persons (including death), damages to property or economic loss, except to the extent caused by the negligence or willful misconduct of the parties being indemnified. CLIENT and CONSULTANT agree that the obligations set forth in this Section 2.8 shall survive completion of CONSULTANT's Services for a Relevant Project, termination of this Agreement and/or a Work Release incorporating by reference this Agreement, and/or final payment for CONSULTANT's Services for a Relevant Project.

2.9 Site Operations. If a Contractor is involved with the Relevant Project, CLIENT agrees that Contractor shall be solely and completely responsible for the conditions at all locations where the Work is performed and at all times that the Work is performed (including Work performed outside of normal business or working hours), including the safety of all persons and property during performance of the Work, and compliance with any applicable

health and safety laws or regulations, including the laws and regulations of the United States Occupational Safety and Health Administration ("OSHA") and any similar state or local governmental agencies. It is understood and agreed that CONSULTANT shall not be responsible for jobsite safety, and that CONSULTANT shall not be responsible for the health or safety of any persons other than CONSULTANT's own employees.

2.10 Soils Conditions. Unless the Services specifically require CONSULTANT to perform or to engage a subconsultant to perform a soils investigation, to provide or to engage a subconsultant to provide a soils report, or to perform or to engage a subconsultant to perform soils testing, CONSULTANT makes no representations concerning soils conditions and CONSULTANT shall have no responsibility or liability for the making or failure to make soils investigations or reports, or to the performance or failure to perform any soils testing.

2.11 Interpretations and Decisions. If CONSULTANT is required by the Consulting Services Contract to evaluate whether Contractor's Work conforms to the requirements of the Construction Contract or to evaluate claims by Contractor or CLIENT to adjustments of the contract price to be paid to Contractor for the Work (the "Contract Price") or the contract time afforded to Contractor to perform the Contractor's Work (the "Contract Time") or any other claims by Contractor or CLIENT for relief under the Construction Contract, or if the Construction Contract between CLIENT and Contractor requires CONSULTANT to evaluate any Work of the Contractor or any claims for relief under the Construction Contract and CONSULTANT agrees to evaluate any Work or claims upon request of CLIENT and/or Contractor, or if CONSULTANT otherwise agrees to evaluate any Work or claims, then CONSULTANT shall evaluate such Work or claims as an unbiased neutral, and such evaluations and decisions made by CONSULTANT shall be rendered in good faith and with impartiality. CLIENT agrees that CONSULTANT shall not be liable to CLIENT or Contractor for any evaluations or decisions of such Work or claims made by CONSULTANT in good faith. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless CONSULTANT and CONSULTANT's past and current officers, directors, partners, members, employees and agents, and each of them, from and against any claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any evaluation or decision of Work or claims made by CONSULTANT, except to the extent caused by the negligence or willful misconduct of the parties being indemnified. CLIENT and CONSULTANT agree that the obligations set forth in this Section 2.11 shall survive completion of CONSULTANT's Services for a Relevant Project, termination of this Agreement and/or a Work Release incorporating by reference this Agreement, and/or final payment for CONSULTANT's Services for a Relevant Project.

2.12 Opinions of Probable Project or Construction Costs. If CONSULTANT's Services include preparing or evaluating CLIENT's budgets for project costs, construction costs or other costs or include providing CONSULTANT's opinions of probable project costs, construction costs or other costs, CLIENT understands that CONSULTANT has no control over regional economies, the granting of governmental entitlements or approvals or the costs required to obtain governmental entitlements or approvals, the availability or cost of land, the availability or cost of materials or labor, or the competitive climate existing at the time of the procurement of labor, materials, land, or other requirements for the Relevant Project, or over the methods of pricing of labor, materials, land, or other requirements for the Relevant Project by those providing them, including any Contractors, and that the preparations or evaluations by CONSULTANT of CLIENT's budgets for project costs, construction costs or other costs and/or the CONSULTANT'S opinions of probable project costs, construction costs or other costs are

CONSULTANT's professional judgment based on experience and training. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions or evaluations as compared to actual project costs, construction costs or other costs, and CONSULTANT does not represent or warrant that actual project costs, construction costs or other costs will not vary from CLIENT's budget for the Relevant Project or from opinions of probable project costs, construction costs or other costs or from evaluations of CLIENT's budgets prepared or agreed to by CONSULTANT.

2.13 Unknown Conditions. Conditions, obstacles or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risks to CONSULTANT and/or CONSULTANT's Subconsultants, or their employees or agents, in the performance of the Services not known to CONSULTANT when the Work Release for the Relevant Project was executed ("Unknown Conditions"). If Unknown Conditions are encountered, CONSULTANT shall promptly notify CLIENT of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and CONSULTANT shall consult with CLIENT regarding possible actions, including: (i) suspend the Services and/or the Work until the Unknown Conditions are further studied by CLIENT, and the additional risks imposed by the Unknown Conditions are eliminated by CLIENT or are reduced by CLIENT to levels acceptable to both CONSULTANT and CLIENT; (ii) complete the Services in accordance with the scope of Services described in the Work Release, if to do so is agreed by both CONSULTANT and CLIENT to be practical; (iii) agree to a Change in Services (defined in Section 6.1 of this Agreement); or (iv) agree to a termination of the Work Release for CLIENT's convenience.

2.14 Hazardous Materials. CLIENT agrees to give a written disclosure to CONSULTANT prior to the execution of a Work Release of any hazardous materials or toxic substances existing in, on or near the Relevant Project site known to CLIENT that may present a potential for harm to human health, the environment or equipment. Unless otherwise provided in the Consulting Services Contract, CONSULTANT and CONSULTANT's Subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Relevant Project site, unless the hazardous materials or toxic substances were brought to the Relevant Project site by CONSULTANT or CONSULTANT's Subconsultants. CONSULTANT shall have the duty and responsibility to report to CLIENT the presence and location of any hazardous materials or toxic substances at the Relevant Project site which CONSULTANT or CONSULTANT's Subconsultants discover. In the event CONSULTANT or any other person or entity encounters hazardous materials or toxic substances at the Relevant Project site, or should it become known that such materials or substances are present at the Relevant Project site or its adjacent areas that may affect the performance of CONSULTANT's Services, CONSULTANT may, at its option, and without liability for consequential or other damages, suspend performance of the Services until CLIENT retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT and CONSULTANT's Subconsultants and their past and current officers, directors, partners, members, employees, agents and consultants, and each of them, from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any hazardous materials or toxic substances in any form at the Relevant Project site, except to the extent such claims, liabilities, damages, costs

or expenses are adjudicated to be caused by hazardous materials or toxic substances brought to the Relevant Project site by CONSULTANT or CONSULTANT's Subconsultants.

2.15 Certificates. CONSULTANT shall not be required in the performance of the Services to execute certificates that would require knowledge, services or responsibilities beyond the scope of the Consulting Services Contract. Any certificate or certification provided by CONSULTANT pursuant to the Consulting Services Contract is a statement of professional opinion based on CONSULTANT's knowledge, information and belief and is not an affirmation or warranty of any existing fact or condition.

2.16 Confidentiality. Except for disclosures reasonably necessary to perform the Services of a Relevant Project, CONSULTANT shall maintain the confidentiality of any information obtained from or through CLIENT and specifically designated as confidential by CLIENT, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. CONSULTANT shall require of CONSULTANT's Subconsultants similar agreements to maintain the confidentiality of information obtained from or through CLIENT and specifically designated as confidential by CLIENT.

2.17 Conflicts of Interest. Except with CLIENT's knowledge and consent, CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that will compromise CONSULTANT's professional judgment with respect to the Relevant Project.

2.18 Promotional Materials. CONSULTANT shall have the right to include photographic or artistic representations of the Relevant Project and of the Services among CONSULTANT's promotional and professional materials. CONSULTANT shall be given reasonable access to the completed Relevant Project to make such photographs and artistic representations. However, CONSULTANT's photographic or artistic representations shall not include CLIENT's confidential or proprietary information, if CLIENT has previously advised CONSULTANT in writing of the specific information considered by CLIENT to be confidential or proprietary. CLIENT shall provide professional credit to CONSULTANT for CONSULTANT's Services when such services are referenced in CLIENT's publications, public reports or promotional materials for the Relevant Project, including identification of CONSULTANT on any construction or promotional signs for the Relevant Project.

2.19 Independent Contractor. CONSULTANT shall perform the Services as an independent contractor, and all persons employed by CONSULTANT as CONSULTANT's employees shall be employees of CONSULTANT, not employees of CLIENT in any respect. CONSULTANT may not bind CLIENT except as specifically authorized by CLIENT in the Consulting Services Contract or in another writing. Nothing in this Agreement is intended to, nor shall it be construed to, create a fiduciary relationship between CLIENT and CONSULTANT or to impose any fiduciary duties or obligations on CONSULTANT with respect to the performance of the Services.

ARTICLE 3. SCHEDULE FOR SERVICES

3.1 Work Release Schedule and Updates The schedule for the performance by CONSULTANT of the Services for a Relevant Project shall be stipulated in the Work Release for the Relevant Project. CONSULTANT shall periodically update this schedule as the Relevant Project proceeds. The updated schedule shall reflect adjustments to the Relevant Project milestone dates, including the time for performance of the Services, due to Changes in Services

(defined in Section 6.1 of this Agreement) and Relevant Project delays not within the control of CONSULTANT. The updated schedule shall be submitted to the CLIENT for approval, which approval shall not be unreasonably withheld. Time limits established by this schedule approved by CLIENT shall not, except for reasonable cause, be exceeded by CONSULTANT or CLIENT. CONSULTANT shall not be responsible for delays in the schedules caused by CLIENT (including changes in the Relevant Project time parameters, Changes in Services, changes in the Work or changes in the Relevant Project budgets), CLIENT's other consultants, Contractor, governmental authorities with jurisdiction over the Relevant Project, or others not subject to the control of CONSULTANT.

3.2 Force Majeure. If CONSULTANT is delayed at any time in the commencement or progress of the Services (1) by labor disputes, fire, unusual delay in deliveries, disputations to the supply chain, unavoidable casualties, epidemics or pandemics, or governmental orders restricting manpower or working days or hours, restricting CONSULTANT's means or methods of performing the Services, or partially or wholly shutting down Consultant's places of business or business; (2) resulting from mediation or binding dispute resolution procedures; or (3) by other causes beyond the CONSULTANT's control, then the applicable schedule for the performance of CONSULTANT's Services shall be equitably extended for such time as fairly reflects the delay caused to CONSULTANT's performance of the Services by such causes.

ARTICLE 4. CONSIDERATION AND PAYMENT

4.1 Consideration. For satisfactory performance of the Services of a Relevant Project, CLIENT shall pay CONSULTANT consideration in the form of fees and expenses in the amounts and using the methods of calculation described in the Work Release for the Relevant Project. Compensation for the Services of a Relevant Project shall be made in accordance with one of three methods, as follows: (i) a negotiated lump sum; (ii) on the basis of hourly rates and reimbursable expenses as described in the Work Release for the time and expenses incurred in the performance of the Services; or (iii) some other mutually agreed upon compensation method described in the Work Release. The specific method of compensation shall be agreed in the Work Release for the Relevant Project.

4.2 Invoices. All invoices submitted to CLIENT for Services performed for a Relevant Project shall contain references to the date of this Agreement and the number of the Work Release issued for the Services. Invoices shall be submitted for the Services of a Relevant Project as required by the Work Release for that Relevant Project. If required by the Work Release, invoices shall contain copies of supporting documents and proof of expenditures on behalf of CLIENT. Unless otherwise required by the Work Release for a Relevant Project, payments on account of Services rendered and for reimbursable expenses incurred shall be made monthly within fifteen (15) calendar days of the presentation of CONSULTANT's invoice for Services. No deduction shall be made from CONSULTANT's compensation on account of claims or damages other than those for which CONSULTANT has been adjudged to be liable including, without limitation, on account of claims by or against CLIENT by third parties (including Contractors), on account of project costs, construction costs or other costs exceeding CLIENT's budgets or CONSULTANT's estimates of probable project costs, construction costs, or other costs, on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work,

4.3 Interest. CLIENT agrees to pay to CONSULTANT interest at the rate of twelve percent (12%) per annum on the unpaid balance due for Services from and after the date payment is due pursuant to the terms of the Consulting Services Contract.

ARTICLE 5. OWNERSHIP AND RIGHTS IN INSTRUMENTS OF SERVICE

5.1 Instruments of Service. Drawings, specifications, studies, surveys, plats, maps, land use planning descriptions or proposals, reports and other documents, including those in electronic form, prepared by CONSULTANT and CONSULTANT's Subconsultants for a Relevant Project are instruments of service (the "Instruments of Service") for use solely with respect to the Relevant Project. CONSULTANT and CONSULTANT's Subconsultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of the Work Release for a Relevant Project, CONSULTANT grants to CLIENT a nonexclusive license to reproduce CONSULTANT's and CONSULTANT's Subconsultant's Instruments of Service for the Relevant Project solely for purposes of the Relevant Project, provided that this license is subject to and conditioned on CLIENT complying with all its obligations under the Consulting Services Contract, including prompt payment to CONSULTANT of all consideration when due under the Consulting Services Contract. CONSULTANT agrees to procure the authorization of CONSULTANT's Subconsultants to the granting of the conditional license regarding the Instruments of Service of CONSULTANT's Subconsultants stated herein above. Except for the license granted in this Section 5.1, no other license or right shall be deemed granted or implied under this Agreement or the Consulting Services Contract.

5.2 Authorized Use. CLIENT shall be permitted by the license granted in Section 5.1 of this Agreement to authorize others associated with the Relevant Project to reproduce and use the Instruments of Service, or portions thereof, provided such reproduction and use is solely for purposes of the Relevant Project including, without limitation, Contractors, subcontractors, sub-subcontractors and material or equipment suppliers. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Relevant Project is not to be construed as publication in derogation of the reserved rights of CONSULTANT and CONSULTANT's Subconsultants.

5.3 Restrictions on Use. CLIENT shall not use the Instruments of Service for future additions or alterations to the Relevant Project or for other projects, unless CLIENT obtains the prior written agreement of CONSULTANT and CONSULTANT's Subconsultants. Any unauthorized use or modification of the Instruments of Service shall be at CLIENT's sole risk and without liability to CONSULTANT or CONSULTANT's Subconsultants.

5.4 Electronic Data Protocols. Prior to CONSULTANT providing to CLIENT any Instruments of Service in electronic form or CLIENT providing to CONSULTANT any electronic data for incorporation into the Instruments of Service, CLIENT and CONSULTANT shall by separate written agreement set forth the specific conditions and protocols governing the format and delivery of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in the Consulting Services Contract.

5.5 Indemnity for Unauthorized Use. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless CONSULTANT and CONSULTANT's Subconsultants and their past and current officers, directors, partners, members, employees, agents and consultants, and each of them, from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by CLIENT or any person or entity that obtained the Instruments of Service from or through CLIENT, CLIENT's other consultants or CLIENT's agents or representatives.

5.6 Survival of Obligations. CLIENT and CONSULTANT agree that the obligations set forth in this Article 5 shall survive completion of CONSULTANT's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for CONSULTANT's Services for a Relevant Project.

ARTICLE 6. CHANGE IN SERVICES

6.1 Accomplishing Changes in Services. A change in CONSULTANT's Services for a Relevant Project (a "Change in Services") may be accomplished after the execution of this Agreement and the Work Release for the Relevant Project without invalidating the Consulting Services Contract (i) if the Change in Services is mutually agreed in writing by CLIENT and CONSULTANT, (ii) if the Change in Services is caused by one of the circumstances described in Section 6.2 of this Agreement, CONSULTANT gives CLIENT prompt written notice of the circumstance and the Change in Services required thereby, and CLIENT does not give prompt written notice to CONSULTANT that CLIENT has determined that all or a part of the Change in Services is not required, or (iii) CONSULTANT is requested by CLIENT or compelled by a third party to provide evidence in relation to the Services as described in Section 6.3 of this Agreement. If CLIENT gives CONSULTANT prompt written notice that a Change in Services is not required due to one or more of the circumstances described in Section 6.2 of this Agreement, CONSULTANT shall have no obligation to provide those services. If CLIENT does not give prompt written notice to CONSULTANT that a Change in Services is not required after receiving a written notice from CONSULTANT of a circumstance described in Section 6.2 of this Agreement and the Change in Services required thereby, CLIENT shall be deemed to have authorized CONSULTANT to perform the Change in Services. Except for a Change in Services due to the fault of CONSULTANT, a Change in Services shall entitle CONSULTANT to: (a) an equitable adjustment in CONSULTANT's compensation described in the Work Release for the Relevant Project (including fees and reimbursable expenses), as such compensation has been modified by previous Changes in Services, if the Change in Services affects CONSULTANT's costs for performance of the Services, as modified by the Change in Services; and/or (b) an equitable adjustment in the schedule described in the Work Release for the Relevant Project, as such schedule has been modified by previous Changes in Services, if the Change in Services affects CONSULTANT's time for performance of the Services, as modified by the Change in Services.

6.2 Circumstances Justifying a Change in Services. If any of the following circumstances affect CONSULTANT's Services for the Relevant Project, CONSULTANT shall be entitled to an adjustment in CONSULTANT's schedule and compensation as provided in Section 6.1 of this Agreement.

.1 A change in the instructions or approvals given by CLIENT that necessitate a change in the CONSULTANT's Services including, without limitation, revisions in Instruments of Service;

.2 Enactment or revision of codes, laws or regulations or official interpretations which necessitate a change in the CONSULTANT's Services including, without limitation, changes to previously prepared Instruments of Service;

.3 Decisions of CLIENT not rendered in a timely manner;

.4 Significant change in the Relevant Project including, but not limited to, size, quality, complexity, CLIENT's schedule or budget, or the delivery or procurement method; and

.5 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where CONSULTANT is a party thereto.

6.3 Providing Evidence. Intentionally omitted.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

7.1 Obligation to Make Payment CLIENT shall make timely payment of compensation, including fees and reimbursable expenses, to CONSULTANT for the Services.

7.2 Obligation to Provide Information. CLIENT shall provide to CONSULTANT full information in a timely manner regarding requirements for and limitations on the Relevant Project. CLIENT shall promptly make available to CONSULTANT all records and information within the custody or control of CLIENT identified by CONSULTANT as being necessary for the performance by CONSULTANT of the Services.

7.3 Obligation to Provide Professional Services. CLIENT shall furnish the services of the consultants, if any, reasonably required for the Relevant Project that CONSULTANT is not required to engage in the performance of the Services. CLIENT shall also furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Relevant Project to meet CLIENT's needs and interests.

7.4 Obligation to Give Notices. CLIENT shall provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or defect in the CONSULTANT's Services for the Relevant Project, including any errors, omissions or inconsistencies in CONSULTANT's Instruments of Service. CLIENT shall provide prompt written notice to CONSULTANT whenever CLIENT becomes aware of events or circumstances that affect the CONSULTANT's Services, including events or circumstances that affect the schedule for the performance of CONSULTANT's Services.

7.5 Obligation to Give Evidence of Financial Arrangements. At the written request of CONSULTANT, CLIENT shall promptly furnish to CONSULTANT reasonable evidence that financial arrangements have been made by CLIENT to fulfill CLIENT's obligations to CONSULTANT under the Consulting Services Contract.

7.6 Obligation to Provide Access. CONSULTANT shall have access to the Relevant Project site and to all areas where the Work is performed or located. CLIENT shall procure all permits, licenses, rights-of-entry and access for CONSULTANT to enter upon and to perform Services at any public or private property required for CONSULTANT to perform the Services.

7.7 Other Obligations of the Consulting Services Contract CLIENT shall perform all other obligations of CLIENT with respect to the Relevant Project described elsewhere in this Agreement or in the Work Release.

ARTICLE 8. INDEMNIFICATION

8.1 CONSULTANT's General Agreement to Indemnify. Subject to the limitations and conditions of Sections 2.8 and 2.11 and Article 10 of this Agreement, to the fullest extent permitted by law CONSULTANT agrees to indemnify and hold harmless CLIENT and CLIENT's consultants, and their past and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits,

losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss adjudicated to have been caused by any negligent act, error or omission or intentionally wrongful conduct of CONSULTANT or CONSULTANT's Subconsultants or their employees or agents in the performance of the Services.

8.2 CLIENT's General Agreement to Indemnify. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT agrees to indemnify and hold harmless CONSULTANT and CONSULTANT's Subconsultants, and their past and current officers, directors, partners, members, employees, agents and consultants, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss adjudicated to have been caused by any negligent act, error or omission or intentionally wrongful conduct of CLIENT or CLIENT's consultants or their employees or agents except to the extent caused by the negligence or willful misconduct of the parties being indemnified.

8.3 CONSULTANT's Agreement to Indemnify for Infringement. Subject to the limitations and conditions of Sections 2.8 and 2.11 and Article 10 of this Agreement, to the fullest extent permitted by law CONSULTANT agrees to indemnify and hold harmless CLIENT and CLIENT's consultants, and their present and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages caused by infringement or violation of any patent or copyright arising from CONSULTANT's Services.

8.4 CLIENT's Agreement to Indemnify for Infringement. CLIENT represents and warrants to CONSULTANT and CONSULTANT's Subconsultants that CLIENT has ownership of, or the legal authorization or license to use any surveys, maps, studies, reports, drawings, specifications, design details or other documents delivered by CLIENT or CLIENT's agents or representatives to CONSULTANT or CONSULTANT's Subconsultants for use in connection with the Relevant Project. Notwithstanding anything in Section 8.3 of this Agreement to the contrary, CONSULTANT shall not be required to indemnify or hold harmless CLIENT or CLIENT's consultants, or their past or current officers, directors, partners, members, employees or agents, or each of them, from or against any claims, demands, suits, losses, costs or damages caused by infringement or violation of a patent or copyright (i) arising from any breach of the CLIENT's representation or warranty contained in the first sentence of this Section 8.4 of this Agreement, (ii) arising from a particular survey, map, study, report, drawing, detail, or specification or to a particular design, product, or system required by CLIENT to be included in the Relevant Project and/or the Instruments of Service; (iii) arising from modifications to the Instruments of Service by CLIENT or CLIENT's consultants, agents or employees without authorization of such modifications by CONSULTANT, or (iv) arising from modifications to the Relevant Project by CLIENT or CLIENT's consultants, agents or employees after acceptance of the Relevant Project constructed in substantial accordance with the Instruments of Service. If any suit, claim or proceeding for infringement or violation of a patent or copyright is based in whole or in part upon any of the events set forth in the preceding sentence, subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless CONSULTANT and CONSULTANT's Subconsultants, and their past and current officers, directors, partners, members, employees, agents and consultants, and each of them, from and against any and all claims, demands, suits, losses, costs and damages caused by the alleged infringement or violation of the patent or copyright.

8.5 Survival of Obligations. CLIENT and CONSULTANT agree that the obligations set forth in this Article 8 shall survive completion of CONSULTANT's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for CONSULTANT's Services for a Relevant Project.

ARTICLE 9. INSURANCE

9.1 CONSULTANT's Insurance Coverages. CONSULTANT agrees to procure prior to commencing the Services of a Relevant Project insurance policies with insurance coverages as specified below and with insurance limits not less than specified below:

.1	Commercial General Liability Insurance	
	Combined Single Limits per occurrence (covering bodily injury liability and property damage liability)	$1,000,000
	Annual Aggregate	$2,000,000
.2	Comprehensive Automobile Liability Insurance	
	Combined Single Limits per accident (including bodily injury liability and property damage liability)	$1,000,000
.3	Worker's Compensation Insurance	Statutory limits required by law
.4	Employer's Liability Insurance	$1,000,000
.5	Professional Liability Insurance	$1,000,000 per claim; $2,000,000 annual aggregate

9.2 Professional Liability Insurance. CONSULTANT's professional liability insurance is procured on a claims-made basis, expense within limits. The policy of insurance is not project specific. CONSULTANT agrees to continue its Professional Liability Insurance in place without interruption for a period of not less than two (2) years from the date final payment is due to CONSULTANT for the Services of a Relevant Project. The available insurance limits of the Professional Liability Insurance at any given time are dependent on the payment by the insurance carrier of claims and claim expenses during the applicable policy year.

9.3 CLIENT Named as Additional Insured. CONSULTANT's Commercial General Liability Insurance and CONSULTANT's Comprehensive Automobile Liability Insurance, as described in Section 9.1 of this Agreement, shall include provisions or endorsements naming CLIENT as an additional insured.

ARTICLE 10. CLAIMS AND LIABILITIES

10.1 Consequential Damages Waiver. CONSULTANT and CLIENT mutually waive as to one another and as to the present and current officers, directors, partners, members,

employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of relating to the Consulting Services Contract or the performance or non-performance of the Services. For purposes of this consequential damages waiver, the CLIENT's consequential damages shall include, without limitation, damages incurred by the CLIENT for rental expenses, for losses of use, for losses of revenue, income and/or profit, for losses of financing, for costs of financing, for losses of business opportunities, for losses of reputation or good will, and for losses of management or employee productivity or of the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Consulting Services Contract or suspension of Services in accordance with Article 12 of this Agreement.

10.2 Limitation of Liability. CONSULTANT shall procure and maintain the insurance coverages required by Article 9 of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, the total liability in the aggregate of CONSULTANT and CONSULTANT's past and current officers, directors, partners, members, employees, agents and consultants to CLIENT and anyone claiming by, through or under CLIENT, or to any third parties (including, without limitation, any contractors, subcontractors, suppliers or consultants providing any work or services to the Relevant Project or their employees or agents), for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way relating to a Relevant Project, the Work Release for a Relevant Project or the Services of a Relevant Project, from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability, or breach of contract or warranty (whether express or implied) of CONSULTANT or CONSULTANT's Subconsultants or their respective past or current officers, directors, partners, members, employees, agents or consultants, or any of them (hereinafter collectively, "Claims"), shall not exceed the total of the unexhausted and available insurance limits outlined in Section 9.1 (the "Limitation of Liability").

10.3 Indemnity for Claims Exceeding Limitation of Liability. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT and CONSULTANT's Subconsultants, and their past and current officers, directors, partners, members, employees, agents and consultants, and each of them, from and against any liability arising or resulting from Claims in excess of the Limitation of Liability except to the extent caused by the negligence or willful misconduct of the parties being indemnified.

10.4 Certificate of Merit. Intentionally omitted.

10.5 Betterment. Subject to the limitations and conditions of Sections 2.8, 2.11, 10.1, 10.2, 10.3, and 10.4 of this Agreement, CONSULTANT shall be liable to CLIENT for damages suffered by CLIENT caused by failure of CONSULTANT or CONSULTANT's Subconsultants to exercise the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services for a Relevant Project. CLIENT acknowledges and agrees that if CLIENT would have paid greater costs or expenses including, without limitation, greater costs and expenses of development or construction of the improvements of the Relevant Project, if CONSULTANT and/or CONSULTANT's Subconsultants had exercised the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services for the Relevant Project, such greater costs and expenses as would have been incurred by CLIENT in the absence of negligence or intentionally wrongful conduct of CONSULTANT and/or CONSULTANT's Subconsultants shall be deducted from CLIENT's claims for damages as "value added" or "betterment".

10.6 Survival of Obligations. CLIENT and CONSULTANT agree that the obligations set forth in this Article 10 shall survive completion of CONSULTANT's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for CONSULTANT's services for a Relevant Project.

ARTICLE 11. DISPUTE RESOLUTION

11.1 Non-Binding Mediation Any claim, dispute or other matter in question arising out of or relating to this Agreement or the Consulting Services Contract shall be subject to non-binding mediation as a condition precedent to arbitration (if the parties mutually agree to arbitration after the dispute arises) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of CONSULTANT's Services, CONSULTANT may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation, by arbitration (if the parties mutually agree to arbitration after the dispute arises) or by litigation in courts of proper jurisdiction. CLIENT and CONSULTANT shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Request for non-binding mediation shall be in writing and delivered to the other party to the Consulting Services Contract. If the parties mutually agree to a mediator, the mediation shall be administered by such mediator or a dispute resolution service associated with such mediator. If the parties do not mutually agree to a mediator within fourteen (14) calendar days of delivery of the written request for mediation, the request shall be filed with the American Arbitration Association. The request may be made concurrently with the filing of a binding dispute resolution proceeding, but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of delivery of the request for mediation to the other party, unless stayed for a longer period by agreement of the parties, court order or order of an arbitrator (if the parties mutually agree to arbitration after the dispute arises). The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the applicable Relevant Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event either party to the dispute has need of material information in the possession of the other party in order to prepare for mediation, CLIENT and CONSULTANT shall attempt in good faith to agree on procedures for the expedited exchange of information, with the help of the mediator, if required.

11.2 Binding Dispute Resolution. Unless otherwise provided in the Work Release, all claims, counterclaims, disputes and other matters in question between CLIENT and CONSULTANT arising out of or related to this Agreement or the Consulting Services Contract, or the breach of this Agreement or the Consulting Services Contract, or the Services performed pursuant thereto, shall be decided in such binding dispute resolution proceedings as CLIENT and CONSULTANT shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the applicable Relevant Project is located. Prior to engaging in arbitration (if the parties mutually agree to arbitration after the dispute arises) or litigation, the parties shall endeavor to resolve the dispute by non-binding mediation in accordance with the provisions of Section 11.1 of this Agreement.

11.3 Continued Performance of Services. If the PARTIES elect for the CONSULTANT to continue to perform the Services of the Relevant Project pending the

resolution of a dispute, CLIENT shall continue to make payments to CONSULTANT of all amounts due CONSULTANT under the Consulting Services Contract that are not in dispute.

ARTICLE 12. SUSPENSION AND TERMINATION

12.1 CONSULTANT's Termination/Suspension of Services for Non-Payment. If CLIENT fails to make payments to CONSULTANT for the Services of a Relevant Project in accordance with the Consulting Services Contract, such failure shall be considered substantial nonperformance and cause for termination of the Work Release for the Relevant Project pursuant to Section 12.4 of this Agreement or, at CONSULTANT's option, cause for suspension by CONSULTANT of performance of the Services for the Relevant Project. If CONSULTANT elects to suspend the Services for the Relevant Project, prior to suspension of the Services, CONSULTANT shall give seven (7) calendar days' prior written notice to CLIENT. If the default is not cured by CLIENT in such seven (7) day period after the receipt by CLIENT of such written notice, CONSULTANT may suspend the Services for the Relevant Project until the default is cured, or until CONSULTANT terminates the applicable Work Release for cause pursuant to Section 12.4 of this Agreement. In the event of a suspension of the Services for a Relevant Project, CONSULTANT shall have no liability to CLIENT for delays or damages caused CLIENT because of such suspension of the Services. Before resuming the Services, CONSULTANT shall be paid all sums due prior to the suspension of the Services, and any expenses incurred in the interruption and resumption of CONSULTANT's Services. CONSULTANT's fees and expenses for resuming the Services and the time schedules for the performance of the Services shall be equitably adjusted.

12.2 Suspension of Services for CLIENT's Convenience. CLIENT may, by written notice to CONSULTANT, direct CONSULTANT to suspend performance of any or all of the Services of a Relevant Project for a period of time specified in the written notice. If such suspension is not occasioned by the fault or negligence of CONSULTANT, then CONSULTANT shall be compensated for extra fees and costs incurred due to such suspension of CONSULTANT's Services of the Relevant Project. Upon receipt of a written notice from CLIENT directing CONSULTANT to suspend the performance of the Services of a Relevant Project, CONSULTANT shall (i) discontinue the Services in accordance with CLIENT's notice, (ii) unless otherwise provided in CLIENT's notice, enter into no further subcontracts, and (iii) unless otherwise provided in CLIENT's notice, suspend all CONSULTANT's existing subcontracts. If CLIENT suspends all or any portion of the Services of a Relevant Project, whether by a single notice for a consecutive period of suspension or by multiple notices for non-consecutive periods of suspension, for a period of time exceeding in the aggregate 120 calendar days, CONSULTANT may, at CONSULTANT's sole option, terminate the Consulting Services Contract for the Relevant Project for cause pursuant to Section 12.4 of this Agreement.

12.3 Termination for Convenience. This Agreement and/or any Work Release may be terminated by CLIENT for CLIENT's convenience and without cause upon delivery to CONSULTANT of a written notice of such termination for convenience. This Agreement (but not any Work Release) may be terminated by CONSULTANT for CONSULTANT's convenience and without cause upon delivery to CLIENT of a written notice of such termination for convenience.

12.4 Termination for Cause. A Work Release for a Relevant Project may be terminated by either party for cause should the other party fail substantially to perform in accordance with the terms of the Consulting Services Contract through no fault of the party initiating the termination, if within ten (10) calendar days after the receipt of a written notice of default from the party initiating the termination, the party in default does not cure the defaults.

12.5 Compensation Due Upon Termination. In the event of the termination of this Agreement or a Work Release not due to the fault of CONSULTANT, CONSULTANT shall be compensated for the Services performed prior to termination, together with reimbursable expenses then due and all expenses directly attributable to the termination for which CONSULTANT is not otherwise compensated. In the event of a termination of this Agreement or a Work Release by CLIENT for CLIENT's convenience, and without cause, CONSULTANT waives any claim for anticipated profit on the value of the Services not performed by CONSULTANT. In the event of a termination of a Work Release by either party for cause, subject to the limitations and conditions of Article 10 of this Agreement, the terminating party shall be entitled to recover from the defaulting party all damages caused by the defaulting party's breach of the Consulting Services Contract and the termination of the Work Release, including, in the case of a termination by CONSULTANT for cause, CONSULTANT's anticipated profit on the value of the Services not performed by CONSULTANT (which shall not be considered a consequential loss or damage).

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1 Notices. All notices given pursuant to this Agreement and the Consulting Services Contract shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other national-recognized express courier providing next business day delivery ("Overnight Courier"). If notice is given by personal service, written notice must be delivered in person to the individual or to a managing agent of the corporate office of a corporation for which notice is intended. If notice is given by United States mail, it must be sent by United States certified mail, return receipt requested, postage prepaid, and it must be addressed to the person or corporate office of a corporation for which notice is intended. If notice is given by an Overnight Courier, written notice must be sent delivery charge prepaid, delivery receipt requested, and it must be addressed to the person or corporate office of a corporation for which notice is intended. All notices pursuant to this Agreement and the Consulting Services Contract shall be deemed given upon the earlier of the following: (i) the date of personal delivery of the notice to the person or managing agent of the corporate office for which the notice is intended, as evidenced by a sworn statement of the person personally delivering the notice, stating the name of the person to whom the notice was delivered and the date of delivery; (ii) the date the notice is postmarked, if the notice is sent by United States certified mail; or (iii) the date the notice is placed with an Overnight Courier, if the notice is sent by Overnight Courier. If the last day for giving any notice or taking any action required or permitted under this Agreement or the Consulting Services Contract falls on a Saturday, Sunday or legal holiday (in the state where the Relevant Project is located), the last day for giving such notice or taking such action shall be the next legal business day. All notices given pursuant to this Agreement and the Consulting Services Contract shall be deemed received upon the earlier of: (i) the date of actual delivery, as evidenced by a writing; (ii) three (3) business days after the date the notice is postmarked, if the notice is sent by United States certified mail; or (iii) one (1) business day after the date the notice is placed with an Overnight Courier, if the notice is sent by Overnight Courier. Except as modified by a party by giving the other party written notice of a change, notices shall be given as follows:

.1 Notice to CLIENT shall be delivered or addressed to:

(a) CLIENT's Designated Representative for the Relevant Project identified in the Work Release at the address for such CLIENT's Designated Representative as set forth in the Work Release, and

(b) _____, CLIENT's Senior Representative
[Address of CLIENT's Senior Representative]

.2 Notice to CONSULTANT shall be delivered or addressed to:

(a) CONSULTANT's Designated Representative for the Relevant Project identified in the Work Release, at the address for such CONSULTANT's Designated Representative as set forth in the Work Release, and

(b) _____, CONSULTANT's Senior Representative
[Address of CONSULTANT's Senior Representative]

13.2 Assignments. Neither CLIENT nor CONSULTANT shall assign this Agreement or the Consulting Services Contract or any right, interest or claim for damages arising under this Agreement or the Consulting Services Contract without the written consent of the other, except that CLIENT may make a conditional collateral assignment of the Consulting Services Contract to an institutional lender providing financing for the Relevant Project, conditioned on CLIENT's default in its obligations to such lender regarding the financing for the Relevant Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume CLIENT's rights and obligations under the Consulting Services Contract. If CONSULTANT's Services are affected or delayed by CLIENT's default or the assignment of the Consulting Services Contract to the lender, CONSULTANT's fees for the remaining Services of the Relevant Project and the time schedules for the performance of the remaining Services of the Relevant Project shall be equitably adjusted. The CLIENT and CONSULTANT intend the prohibition of the assignment of the Consulting Services Contract and/or any claims arising under the Consulting Services Contract without the written consent of the other party set forth in this Section 13.2 to be applicable to such assignments whether made before or after the completion of the CONSULTANT's Services for the Relevant Project, the termination of this Agreement or a Work Release incorporating by reference this Agreement, and/or the final payment for the CONSULTANT's Services for the Relevant Project.

13.3 Persons Bound. CLIENT and CONSULTANT, respectively, bind themselves, their partners, members, successors, assigns and legal representatives to the other party to this Agreement with respect to all terms, conditions, promises and obligations of this Agreement and the Consulting Services Contract.

13.4 Third Party Beneficiaries. Nothing contained in this Agreement or the Consulting Services Contract shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's Services under this Agreement and the Consulting Services Contract are being performed solely for CLIENT's benefit, and no other person or entity shall have any claim against CONSULTANT arising under this Agreement or the Consulting Services Contract or arising from the performance or non-performance of the Services.

13.5 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the terms, conditions, promises or obligations of this Agreement or the Consulting Services Contract or to exercise any rights under this Agreement or the Consulting Services Contract shall not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon such terms, conditions, promises, obligations or rights on any future occasion.

13.6 Severability. Any provisions of this Agreement or the Consulting Services Contract prohibited, or rendered unenforceable, by any local, state or federal law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement and the Consulting Services Contract.

13.7 Employment Fees. During the term of this Agreement and for one (1) year thereafter, CLIENT shall not, directly or indirectly, employ or engage as independent contractor any person who is then-employed by CONSULTANT, or solicit any such person to leave his or her employment with CONSULTANT, or induce, attempt to induce or encourage in any way any such person to terminate his or her employment with CONSULTANT; provided that, the foregoing covenant shall not apply to any general solicitation not expressly targeted to the person(s) in question. In the event of a material breach of this Section 13.7, CONSULTANT will be entitled to obtain temporary and permanent injunctive relief to enforce the provisions hereof, but which relief shall not diminish the right of CONSULTANT to claim and recover damages, or to seek and obtain any other relief available to it at law or in equity, in addition to injunctive relief.

13.8 Governing Law. This Agreement and the Consulting Services Contract shall be governed by the laws of the state in which the Relevant Project is located, exclusive of its conflict of laws rules.

13.9 Execution. This Agreement and each Work Release shall be executed by duly authorized representatives of the parties. Those persons executing this Agreement and the Work Releases which incorporate by reference this Agreement represent and warrant to the other party that they are duly authorized to execute this Agreement and the Work Releases and to bind the party for whom they have signed to the terms, conditions, promises and obligations of this Agreement and the Work Releases.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized representatives, this Agreement in duplicate on the respective dates indicated below.

TOWN OF LEEDS

ATTEST:_____ By:_____

Name: _____

Name:_____ Title:_____

Title:_____ Date:_____

SUNRISE ENGINEERING, INC.

By:_____

ATTEST:_____ Name: _____

Name:_____ Title: _____

Title:_____ Date:_____

Town of Leeds
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '19 - Jun 20	Jul '20 - Jun 21	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
CHARGES FOR SERVICES					
Charges for Services Other					
Charges for Copies and Fax	0.00	0.00	25.00	-25.00	0.0%
GRAMA Request	11.20	0.00	50.00	-50.00	0.0%
Charges for Services Other - Other	5.00	0.00	75.00	-75.00	0.0%
Total Charges for Services Other	16.20	0.00	150.00	-150.00	0.0%
Cemetery Revenue					
Burial Fees	825.00	550.00	2,000.00	-1,450.00	27.5%
Lot Sales	800.00	2,000.00	800.00	1,200.00	250.0%
Total Cemetery Revenue	1,625.00	2,550.00	2,800.00	-250.00	91.07%
Sanitation Revenue					
Curbside Recycling	7,661.64	7,688.61	7,000.00	688.61	109.84%
Sanitation Revenue - Other	53,118.81	55,198.10	53,000.00	2,198.10	104.15%
Total Sanitation Revenue	60,780.45	62,886.71	60,000.00	2,886.71	104.81%
Total CHARGES FOR SERVICES	62,421.65	65,436.71	62,950.00	2,486.71	103.95%
CONTRIBUTIONS & TRANSFERS					
Princess fund raiser	0.00	0.00	0.00	0.00	0.0%
Contributions	0.00	0.00	0.00	0.00	0.0%
Debt Service	0.00	0.00	0.00	0.00	0.0%
Donations/Grants					
WCSSD RECYCLE CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.0%
Cemetery Donations	0.00	0.00	0.00	0.00	0.0%
Donations	806.62	0.00	0.00	0.00	0.0%
Historical					
Tithing House	0.00	0.00	0.00	0.00	0.0%
CLG GRANT	10,000.00	0.00	0.00	0.00	0.0%
Historical - Other	0.00	227.41	0.00	227.41	100.0%
Total Historical	10,000.00	227.41	0.00	227.41	100.0%
Donations/Grants - Other	250.00	0.00	0.00	0.00	0.0%
Total Donations/Grants	11,056.62	227.41	0.00	227.41	100.0%
General Fund					
Dividend Check ULGT	0.00	0.00	0.00	0.00	0.0%
General Fund - Other	0.00	0.00	141,103.00	-141,103.00	0.0%
Total General Fund	0.00	0.00	141,103.00	-141,103.00	0.0%
Reconciliation Adjustment	0.00	0.00	0.00	0.00	0.0%
Total CONTRIBUTIONS & TRANSFERS	11,056.62	227.41	141,103.00	-140,875.59	0.16%
IMPACT FEES INCOME					
Impact Fee Public Safety Income	0.00	0.00	0.00	0.00	0.0%
Impact Fee Roads Income	19,770.00	29,882.00	13,180.00	16,702.00	226.72%
Impact Fees Park Income	7,800.00	11,700.00	5,200.00	6,500.00	225.0%
Total IMPACT FEES INCOME	27,570.00	41,582.00	18,380.00	23,202.00	226.24%
INTERGOVERNM'L REVENUE					

Town of Leeds
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '19 - Jun 20	Jul '20 - Jun 21	Budget	$ Over Budget	% of Budget
WCSSD RECYCLE REVENUES	0.00	0.00	0.00	0.00	0.0%
Class C Road Funds	59,572.28	49,374.30	175,000.00	-125,625.70	28.21%
Court Fines	18,296.09	17,673.51	10,000.00	7,673.51	176.74%
Federal Grants	0.00	0.00	0.00	0.00	0.0%
Leeds Area SSD 911 Fees	0.00	0.00	3,801.00	-3,801.00	0.0%
Leeds Area SSD payment	0.00	18,543.00	6,181.00	12,362.00	300.0%
Liquor Fund Allotment	0.00	0.00	0.00	0.00	0.0%
State Grants	0.00				
1a0000 · CARES	0.00	55,721.00	0.00	55,721.00	100.0%
State Grants - Other	0.00	0.00	329,920.00	-329,920.00	0.0%
Total State Grants	0.00	55,721.00	329,920.00	-274,199.00	16.89%
Total INTERGOVERNM'L REVENUE	77,868.37	141,311.81	524,902.00	-383,590.19	26.92%
LICENSES & PERMITS					
General Plan Amendment Appl.	0.00	0.00	0.00	0.00	0.0%
Liquor	0.00	500.00	0.00	500.00	100.0%
Encroachment Permits	855.00	375.00	125.00	250.00	300.0%
Animal Licenses	140.00	230.00	200.00	30.00	115.0%
Annexation Fees	0.00	0.00	0.00	0.00	0.0%
Building Inspection Fees	616.37	900.00	200.00	700.00	450.0%
Building Permits	29,449.02	39,659.98	10,000.00	29,659.98	396.6%
Business Licenses	525.00	735.00	600.00	135.00	122.5%
Conditional Use Permits	100.00	100.00	100.00	0.00	100.0%
Developments Fees	0.00	0.00	0.00	0.00	0.0%
Application Anendment	0.00	0.00	0.00	0.00	0.0%
Misc. Licenses, Permits & Fees	902.15	750.00	0.00	750.00	100.0%
Professional Services Revenues					
Engineering Fees	0.00	0.00	0.00	0.00	0.0%
Legal Fees	0.00	0.00	0.00	0.00	0.0%
Professional Services Revenues - Oth	0.00	0.00	0.00	0.00	0.0%
Total Professional Services Revenues	0.00	0.00	0.00	0.00	0.0%
Subdivision Applications	725.00	850.00	0.00	850.00	100.0%
Zone Change Applications	1,000.00	0.00	0.00	0.00	0.0%
LICENSES & PERMITS - Other	0.00	0.00	0.00	0.00	0.0%
Total LICENSES & PERMITS	34,312.54	44,099.98	11,225.00	32,874.98	392.87%
MISC. REVENUE					
Miscellaneous Revenue Other					
Returned Check Fees	0.00	25.00	50.00	-25.00	50.0%
Developer Expense Reimbursement	0.00	0.00	0.00	0.00	0.0%
MISC REVENUE uncategorized inco	75.72	42.52	0.00	42.52	100.0%
Miscellaneous Revenue Other - Other	0.00	0.00	0.00	0.00	0.0%
Total Miscellaneous Revenue Other	75.72	67.52	50.00	17.52	135.04%
Interest Earnings on accounts					
Interest Income Parks Fund	1,315.31	315.76	700.00	-384.24	45.11%
Interest Income Roads Fund	2,009.27	417.22	1,050.00	-632.78	39.74%

Town of Leeds
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '19 - Jun 20	Jul '20 - Jun 21	Budget	$ Over Budget	% of Budget
Interest Capital Imp Fund	2,489.50	342.92	950.00	-607.08	36.1%
Interest Inc Public Safety Fund	104.50	10.56	0.00	10.56	100.0%
Interest Income General Fund	12,162.25	1,952.50	6,500.00	-4,547.50	30.04%
Interest Income Other	0.00	0.00	450.00	-450.00	0.0%
Interest Income Historical Fund	22.07	4.30	10.00	-5.70	43.0%
Interest Income Roads B&C Fund	1,839.29	574.27	600.00	-25.73	95.71%
Interest Inc Sidewalks & Gutter	381.63	88.93	180.00	-91.07	49.41%
Interest Earnings on accounts - Other	1,202.89	2,275.59	0.00	2,275.59	100.0%
Total Interest Earnings on accounts	21,526.71	5,982.05	10,440.00	-4,457.95	57.3%
Rents & Concessions					
Community Celebrations	32.00	0.00	0.00	0.00	0.0%
4th July Revenues	1,154.00	0.00	1,000.00	-1,000.00	0.0%
Princess Pageant Fund-Raiser	0.00	0.00	0.00	0.00	0.0%
Rent and Deposit on Pavilion	600.00	175.00	750.00	-575.00	23.33%
Wild West Days in Leeds	450.00	0.00	0.00	0.00	0.0%
Rents & Concessions - Other	0.00	0.00	0.00	0.00	0.0%
Total Rents & Concessions	2,236.00	175.00	1,750.00	-1,575.00	10.0%
Total MISC. REVENUE	23,838.43	6,224.57	12,240.00	-6,015.43	50.85%
Tax Revenues					
Property and RAP Tax Revenues					
Prior Years' Taxes - Delinquent	2,520.97	1,710.99	1,000.00	710.99	171.1%
Penalties	17.93	102.65	10.00	92.65	1,026.5%
Interest on taxes	26.73	4.94	5.00	-0.06	98.8%
Gen. Sales & Use Taxes	126,997.86	162,633.74	75,000.00	87,633.74	216.85%
Gen. Property Taxes - Current	72,358.28	66,250.75	64,147.00	2,103.75	103.28%
Fee-in-Lieu of Property Taxes	4,377.95	6,043.69	3,200.00	2,843.69	188.87%
RAP Taxes	12,053.77	14,738.03	7,500.00	7,238.03	196.51%
Property and RAP Tax Revenues - Oth	0.00	0.00	0.00	0.00	0.0%
Total Property and RAP Tax Revenues	218,353.49	251,484.79	150,862.00	100,622.79	166.7%
Franchise Taxes					
Municipal Energy Tax	39,199.83	41,855.93	40,000.00	1,855.93	104.64%
Municipal Telecom License Tax	5,789.17	4,250.56	8,000.00	-3,749.44	53.13%
Franchise Taxes - Other	5,703.39	8,312.72	4,000.00	4,312.72	207.82%
Total Franchise Taxes	50,692.39	54,419.21	52,000.00	2,419.21	104.65%
Tax Revenues - Other	0.00	0.00	0.00	0.00	0.0%
Total Tax Revenues	269,045.88	305,904.00	202,862.00	103,042.00	150.79%
Total Income	506,113.49	604,786.48	973,662.00	-368,875.52	62.12%
Cost of Goods Sold					
50000 · Cost of Goods Sold	0.00	0.00	0.00	0.00	0.0%
Total COGS	0.00	0.00	0.00	0.00	0.0%
Gross Profit	506,113.49	604,786.48	973,662.00	-368,875.52	62.12%
Expense					
6570 · Bank Service Charges	0.00	10.00			
Leeds area SSD impact fees		0.00	0.00	0.00	0.0%

Town of Leeds
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '19 - Jun 20	Jul '20 - Jun 21	Budget	$ Over Budget	% of Budget
Construction/impact Expenses	0.00				
Impact Roads Spent	0.00	0.00	0.00	0.00	0.0%
Impact Parks Spent		0.00	0.00	0.00	0.0%
Impact Public Safety Spent	0.00	0.00	0.00	0.00	0.0%
Construction/impact Expenses - Other	0.00	0.00	0.00	0.00	0.0%
Total Construction/impact Expenses	0.00	0.00	0.00	0.00	0.0%
Budget Increase in Fund Balance	0.00	0.00	0.00	0.00	0.0%
CULTURE & RECREATION EXPENSE					
4th July fireworks	559.72	0.00	2,500.00	-2,500.00	0.0%
Beautification project	0.00	0.00	0.00	0.00	0.0%
Cemetery Expenses					
Cemetary Water Expense	480.00	485.00	480.00	5.00	101.04%
Landscape/Irrigation	0.00	75.00	0.00	75.00	100.0%
Lot buy-back	0.00	0.00	0.00	0.00	0.0%
Open/close grave	775.00	400.00	2,000.00	-1,600.00	20.0%
Cemetery Expenses - Other	18.73	0.00	250.00	-250.00	0.0%
Total Cemetery Expenses	1,273.73	960.00	2,730.00	-1,770.00	35.17%
Historical-Tithing House	0.00	0.00	0.00	0.00	0.0%
Historical Preservation					
CCC Camp	19,015.34	106.46	0.00	106.46	100.0%
Historical Preservation - Other	0.00	0.00	0.00	0.00	0.0%
Total Historical Preservation	19,015.34	106.46	0.00	106.46	100.0%
Culture & Recreation Costs					
Community Celebrations	617.94	0.00	0.00	0.00	0.0%
Refund back on Peach Pavillon	300.00	225.00	150.00	75.00	150.0%
Wild West Days	5,737.50	0.00	0.00	0.00	0.0%
Arbor Day	0.00	0.00	0.00	0.00	0.0%
Easter	0.00	247.16	300.00	-52.84	82.39%
Princess Pageant	0.00	0.00	1,000.00	-1,000.00	0.0%
Washington Co Fair	0.00	0.00	1,300.00	-1,300.00	0.0%
Culture & Recreation Costs - Other	0.00	0.00	0.00	0.00	0.0%
Total Culture & Recreation Costs	6,655.44	472.16	2,750.00	-2,277.84	17.17%
Total CULTURE & RECREATION EXPENSE	27,504.23	1,538.62	7,980.00	-6,441.38	19.28%
GENERAL GOVERNMENT EXPENSES					
Administration					
Administration General					
CARES Act Funds	0.00	30,606.52	0.00	30,606.52	100.0%
LASSD BOND	6,181.00	6,181.00	6,181.00	0.00	100.0%
Liability Insurance & Bonds	22,426.69	709.19	20,000.00	-19,290.81	3.55%
Prisbrey Dispute	0.00	0.00	0.00	0.00	0.0%
Planning & Zoning	0.00	0.00	2,000.00	-2,000.00	0.0%
Materials					
CARES Act	0.00	299.97	0.00	299.97	100.0%
Materials - Other	106.18	0.00	2,000.00	-2,000.00	0.0%

Town of Leeds
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '19 - Jun 20	Jul '20 - Jun 21	Budget	$ Over Budget	% of Budget
Total Materials	106.18	299.97	2,000.00	-1,700.03	15.0%
Meals	212.36	0.00	0.00	0.00	0.0%
Dues & Subscriptions	735.01	2,717.53	0.00	2,717.53	100.0%
Building Maintenance	2,164.80	1,242.60	23,000.00	-21,757.40	5.4%
Bldg Permit Surcharge Fees	0.00	-14.53	0.00	-14.53	100.0%
Banking Fees	100.00	0.00	100.00	-100.00	0.0%
Power	2,081.53	3,160.15	2,200.00	960.15	143.64%
Gas	429.02	559.36	1,000.00	-440.64	55.94%
Water-Admin	480.00	500.37	480.00	20.37	104.24%
Phone	2,822.46	3,024.14	3,000.00	24.14	100.81%
Reconciliation Discrepancies	0.00	0.00	0.00	0.00	0.0%
Uncategorized Expenses	0.00	0.00	0.00	0.00	0.0%
Travel & Training	0.00	0.00	3,000.00	-3,000.00	0.0%
Administration General - Other	0.00	54.80	3,801.00	-3,746.20	1.44%
Total Administration General	37,739.05	49,041.10	66,762.00	-17,720.90	73.46%
Admin Office Supplies					
Copier Lease	0.00	0.00	0.00	0.00	0.0%
Postage/Shipping	767.50	1,185.75	1,200.00	-14.25	98.81%
Admin Office Supplies - Other	2,705.57	1,666.72	5,000.00	-3,333.28	33.33%
Total Admin Office Supplies	3,473.07	2,852.47	6,200.00	-3,347.53	46.01%
4142 · Admin Wages					
Unemployment Insurance	100.00	297.24	1,200.00	-902.76	24.77%
Admin Wages	0.00	0.00	0.00	0.00	0.0%
Employee Benefits	0.00	0.00	12,000.00	-12,000.00	0.0%
Payroll Expense	0.00	0.00	0.00	0.00	0.0%
Payroll Processing	840.00	840.00	1,000.00	-160.00	84.0%
Payroll taxes	6,260.65	5,758.75	6,200.00	-441.25	92.88%
4142 · Admin Wages - Other	33,930.32	34,771.77	41,000.00	-6,228.23	84.81%
Total 4142 · Admin Wages	41,130.97	41,667.76	61,400.00	-19,732.24	67.86%
Total Administration	82,343.09	93,561.33	134,362.00	-40,800.67	69.63%
Legislative					
Codification	0.00	0.00	7,200.00	-7,200.00	0.0%
Dues and Subscriptions	1,686.67	0.00	3,750.00	-3,750.00	0.0%
Total Legislative	1,686.67	0.00	10,950.00	-10,950.00	0.0%
Professional Services General					
Professional Services Admin					
Planner	6,300.00	7,080.00	7,000.00	80.00	101.14%
Computer Technology	683.74	851.12	4,500.00	-3,648.88	18.91%
Information Technology	637.00	567.00	4,000.00	-3,433.00	14.18%
Engineering	438.00	6,219.25	5,000.00	1,219.25	124.39%
Building Inspections	7,500.00	8,020.00	7,000.00	1,020.00	114.57%
Silver Point Estates	0.00	0.00	0.00	0.00	0.0%
Grapevine Wash Development	0.00	0.00	0.00	0.00	0.0%
Silver Eagale	0.00	0.00	0.00	0.00	0.0%

Town of Leeds
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '19 - Jun 20	Jul '20 - Jun 21	Budget	$ Over Budget	% of Budget
Accounting	630.00	0.00	900.00	-900.00	0.0%
Professional Services Admin - Ot	0.00	0.00	0.00	0.00	0.0%
Total Professional Services Admin	16,188.74	22,737.37	28,400.00	-5,662.63	80.06%
Professional Services					
Public & Legal Notices-General	295.48	294.79	2,000.00	-1,705.21	14.74%
Legal					
Prosecutor-Public Defender	8,717.52	15,754.00	10,000.00	5,754.00	157.54%
Legal - Other	18,825.00	22,401.22	22,000.00	401.22	101.82%
Total Legal	27,542.52	38,155.22	32,000.00	6,155.22	119.24%
General Plan	0.00	0.00	71,000.00	-71,000.00	0.0%
Audit	4,984.95	4,605.00	5,000.00	-395.00	92.1%
Early Appeal	0.00	0.00	0.00	0.00	0.0%
Elections	978.93	0.00	0.00	0.00	0.0%
Independent Contractor	0.00	0.00	0.00	0.00	0.0%
Professional Services - Other	0.00	0.00	0.00	0.00	0.0%
Total Professional Services	33,801.88	43,055.01	110,000.00	-66,944.99	39.14%
Total Professional Services General	49,990.62	65,792.38	138,400.00	-72,607.62	47.54%
Total GENERAL GOVERNMENT EXPENSES	134,020.38	159,353.71	283,712.00	-124,358.29	56.17%
HIGHWAYS & STREETS					
Class B & C Road Funds	0.00	-10,262.11	135,000.00	-145,262.11	-7.6%
CONSTRUCTION	0.00	0.00	0.00	0.00	0.0%
Equipment	331.62	0.00	6,000.00	-6,000.00	0.0%
Fuel for Truck	942.32	1,069.00	1,300.00	-231.00	82.23%
Main Street Project	3,597.76	7,344.00	342,000.00	-334,656.00	2.15%
Project Engineering	0.00	0.00	0.00	0.00	0.0%
Repair & Maintenance	3,382.32	1,888.69	15,000.00	-13,111.31	12.59%
Utilities Street Lights	4,574.33	3,867.06	5,000.00	-1,132.94	77.34%
4401 · Highway & Street Wages	11,101.05	12,957.75	13,000.00	-42.25	99.68%
Total HIGHWAYS & STREETS	23,929.40	16,864.39	517,300.00	-500,435.61	3.26%
Parks					
Parks/Public Works					
TreeCityUSA	5,550.00	75.34	1,724.00	-1,648.66	4.37%
Building repairs/maintenance	0.00	547.35	1,000.00	-452.65	54.74%
Park Equipment	0.00	0.00	0.00	0.00	0.0%
CARES	0.00	0.00	0.00	0.00	0.0%
Park Equipment - Other	0.00	603.31	1,500.00	-896.69	40.22%
Total Park Equipment	0.00	603.31	1,500.00	-896.69	40.22%
Park improvements	0.00	99.23	10,000.00	-9,900.77	0.99%
Park Maintenance					
CARES Act		1,415.60			
Park Maintenance - Other	1,526.64	1,135.09	3,000.00	-1,864.91	37.84%
Total Park Maintenance	1,526.64	2,550.69	3,000.00	-449.31	85.02%
Shop Repairs/Maintenence	23.97	110.39	750.00	-639.61	14.72%
Silver Reef Highlands Park	0.00	0.00	500.00	-500.00	0.0%

Town of Leeds
Profit & Loss Budget vs. Actual
July 2020 through June 2021

	Jul '19 - Jun 20	Jul '20 - Jun 21	Budget	$ Over Budget	% of Budget
Truck Fuel & Maintenance	1,415.55	0.00	500.00	-500.00	0.0%
Water & Utilities	934.00	939.00	900.00	39.00	104.33%
4601 · Public Works Wages	29,768.00	30,086.75	30,000.00	86.75	100.29%
Total Parks/Public Works	39,218.16	35,012.06	49,874.00	-14,861.94	70.2%
SANITATION EXPENSE					
Dumpster	1,227.00	1,315.45	1,500.00	-184.55	87.7%
BluCan- Recylcable	6,926.64	8,143.03	7,500.00	643.03	108.57%
Garbage	44,074.85	49,723.45	49,000.00	723.45	101.48%
SANITATION EXPENSE - Other	0.00	200.00			
Total SANITATION EXPENSE	52,228.49	59,381.93	58,000.00	1,381.93	102.38%
Total Expense	276,900.66	272,160.71	916,866.00	-644,705.29	29.68%
Net Ordinary Income	229,212.83	332,625.77	56,796.00	275,829.77	585.65%
Net Income	**229,212.83**	**332,625.77**	**56,796.00**	**275,829.77**	**585.65%**

LEEDS TOWN

CENTER STREEET DRAINAGE FROM MAIN STREET TO VALLEY ROAD
ENGINEERS ESTIMATE, SEPT 8, 2021

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	24" STORM DRAIN PIPE	720	LF	$ 70.00	$ 50,400.00
2	STORM DRAIN INLETS	3	EA	$ 3,000.00	$ 9,000.00
3	DOUBLE BOX IN MAIN	1	EA	$ 6,000.00	$ 6,000.00
4	ASPHALT PATCH	5000	SF	$ 6.00	$ 30,000.00
5	DESIGN FEES	1	LS	$ 5,000.00	$ 5,000.00
6	ADMIN COSTS	1	LS	$ 2,000.00	$ 2,000.00
7	REMOVALS & REPAIRS	1	LS	$ 5,000.00	$ 5,000.00
8	DRIVEWAY REPAIR	2400	SF	$ 5.00	$ 12,000.00
9	MOBILIZATION	1	LS	$ 2,500.00	$ 2,500.00
10	CONTINGENCY	1	LS	$ 15,000.00	$ 15,000.00
				TOTAL	$ 136,900.00

VALLEY ROAD DRAINAGE FROM CENTER STREET TO DISCHARGE POINT PAST MULBERRY
ENGINEERS ESTIMATE, SEPT 8, 2021

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	24" STORM DRAIN PIPE	1580	LF	$ 70.00	$ 110,600.00
2	STORM DRAIN INLETS	3	EA	$ 3,000.00	$ 9,000.00
3	OUTLET STRUCTURE	1	EA	$ 2,500.00	$ 2,500.00
4	ASPHALT PATCH	600	SF	$ 6.00	$ 3,600.00
5	DESIGN FEES	1	LS	$ 5,000.00	$ 5,000.00
6	ADMIN COSTS	1	LS	$ 2,000.00	$ 2,000.00
7	REMOVALS & REPAIRS	1	LS	$ 5,000.00	$ 5,000.00
8	DRIVEWAY REPAIR	3000	SF	$ 5.00	$ 15,000.00
9	MOBILIZATION	1	LS	$ 2,500.00	$ 2,500.00
10	CONTINGENCY	1	LS	$ 20,000.00	$ 20,000.00
				TOTAL	$ 175,200.00
				PROJECT TOTAL	**$ 312,100.00**

LEEDS MAIN STREET NOTES

SITE VISIT August 30, 2021

- Check cost of 3' fence vs. 42" fence at **190 N** (already at 36", may need to add an 8" block to RW)
- Raise water meter at **190 N**
- Raise Irrigation at **190 N**
- No need to raise sidewalk at **186 N** and **182 N**
- No need to raise water meters at **180 N**
- Raise sidewalk at **180 N**
- Landscaping agreement with the city ("irrigation installed into landscaping can ruin the roads")
- Turn arounds every 200 feet (5 ft sections)
- Remove trip hazards
- ADA **90 N** (Cherry = SW ADA - In Line Detail)
- Shorten Owners Gate at **90 N**
- Raise water meter at **90 N**
- Two Tenths above curb at **90 N** (or tenth above)
- 9 ½ ft from end of curb to end of sidewalk at **90 N**
- Marks are fiber optic
- Raise water meter at **72 N**
- Add RW sheet (right-of-way)
- Raise water meter at **56 N**
- Random irrigation line at **56 N**
- Could add treatment at **56 N** (6" Pour a curb - detail)
- 1 TR, 9 Foot at **56 N**
- 2 16" steps at **56 N**
- Find water meter at **48 N**
- Easement agreement from property owners
- Bump sidewalk at **30 N**
- Construction easement handle fences
- Bump fence at **30 N**?
- 3 to 4 steps at **30 N**
- **Center Street** ADA on both sides

- Drainage easement to river or pipe?
- **Center Street** raise asphalt overlay to 3 inches (SS it)
- Raise lid at **Center Street**
- 10 inches of fall in 40 feet (2 %) on **Center Street**
- 6" curb on sidewalk to left at **Center Street**
- Water meter on other side? At **15 S**
- Wrought iron fence at **15 S**
- At least 4 to 5 steps at **15 S** unless other ideas are brought about
- Raise water meter at **43 S**
- Two diamond blocks at **43 S**
- Relocating fence but retain links at **43 S** (fence made of PVC pipe)
- Add detail to TR treatment
- Rock wall at **81 S**
- Red cinders at **95 S** (REALLY NEED TO DO THIS ONE)
- Needs treatment at **95 S** (2 Tr, 9 Foot)
- Needs treatment at **105 S**
- Soil + 3 of cinders at **105 S**
- Remove ramps of SW, keep low SW at **105 S**
- Raise drain at **115 S**
- 3 treatments at **115 S**
- Might be a phase 2 at **155 S**
- Hedges may be taken out or cut 2 ft at **175 S**
- 1 TR, 9 Foot at **195 S**
- ADA at **Mulberry Street**
- Ditch on side of the road at **Mulberry Street**
- Retaining wall at **217 S**
- Raise water meter at **217 S**
- 1 TR, 9 Foot at **235 S**
- Remove Juniper Tree at **235 S**
- Reset vinyl fence at **235 S**
- 141 SW Footage at **235 S**
- Add SW Footage at **255 S**
- **Backside road**: pipes went from 24" to 15" to 12"

TITLE SHEET FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

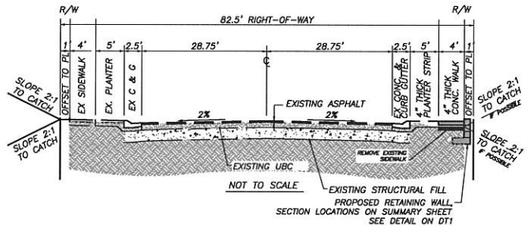
LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

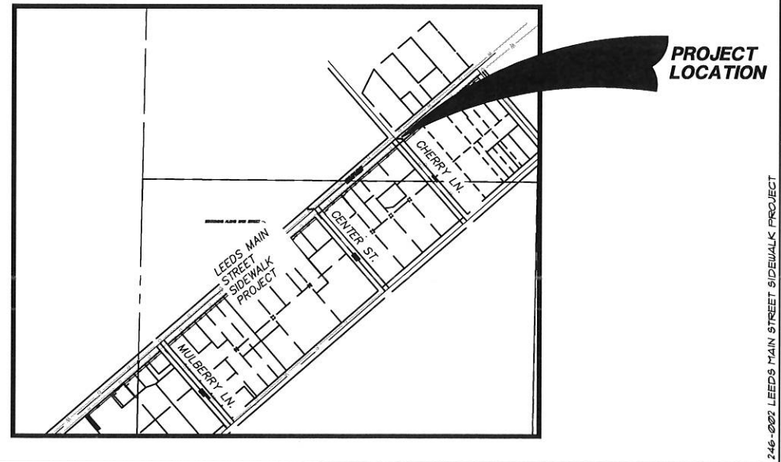
CONTACT INFORMATION

UDOT CONTACT	TRACY MANSON	(435)-590-0252
LEEDS TOWN	WAYNE PETERSON	(201)-218-8196
ENGINEER	KARL RASMUSSEN	(435)-680-0816

SHEET INDEX

SHEET	DESCRIPTION
T1	TITLE SHEET
TS1	TYPICAL SECTION SHEET
SM1	SUMMARY SHEET
C1	SITE PLAN
C2-C6	UTILITY PLAN
C7-C11	GRADING PLAN
PP1-PP9	PLAN & PROFILE PLAN
D1	DETAIL SHEET 1





Know what's below. Call 811 before you dig.

811

BLUE STAKES OF UTAH 811 BLUESTAKES.ORG

NOTICE!

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NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8567

TITLE SHEET FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

JOB NO.
246-002

SHEET NO:
T1

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

SUMMARY SHEET FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

PHASE 1 IMPROVEMENTS

ADDRESS	NAME	PHONE #	SW FOOTAGE	DW	TR, 9 FOOT	LOT SW	FT	ST	RW	RW FOOTAGE
190 N Main St	ROCK STAR INVESTEMENTS L C			0						
186 N Main St	ROCK STAR INVESTEMENTS L C			2						
182 N Main St	JENSEN SCOTT & AMANDA			2						
180 N Main St	WESTERN LAND GROUP LLC SERIS II			2						
140 N Main St	STONEKING HELEN MARIE TR			1						
110 N Main St	WILKINSON FRED S & JUDY TRS, DIMARTINO GLENN, WILKINSON LORI			0						
90 N Main St	90 NORTH LLC			0						
72 N Main St	WORLEY DENISE RENEE			1						
56 N Main St	HALL KARL A & BRENDA K			1						
48 N Main St	DEMILLE BRENT KNIGHT & COLLEEN GIBSON TRS			1						
30 N Main St	FRY LANCE A & PAMELA J		137.5	1	1	1	4	1		
15 S Main St	HAYES SCOTT & TANA		100	0		1	4	1		
25 S Main St	STIRLING LYMAN F TR, HAYES TANA TR		111	1					1	111
33 S Main St	DILLON SPENCER & JAYCEE		77.2	1	1				1	77.2
43 S Main St	PEINE RUSSELL G & CONNIE A TRS			1						
51 S Main St	CALL TINA L, ENCE CHOLI C		78.7	1	2				1	78.7
61 S Main St	BENNION KERRY J & KEENA L TRS									
81 S Main St	BENNION KERRY J & KEENA L, BATEMAN ERIONDA & AARON		71.7	1		FLAT WORK			1	71.7
95 S Main St	BATEMAN ERIONDA & AARON		75	1						
105 S Main St	BUTLER JACK & MITZI SEUSS TRS		118	2	2					
115 S Main St	BECK JOHN W & ELSIE		55	3	3					
155 S Main St	JOHNSON STEVEN & KELLY RAE TRS		NA	1	1	1	4	1		
175 S Main St	JONES R BRANT & TIFFANY ANN		164.4	1		1	5	1		
195 S Main St	JONES R BRANT & TIFFANY		103.2	1						
217 S Main St	ONLEY JAMES R & JULIE C		77	1	1					
225 S Main St	SULLIVAN HOLLY & ZACHERY NED		145.4	1	1	1	5	1		
235 S Main St	VASQUEZ JIM & KATHRYN									
255 S Main St	MCCULLOUGH VANESSA KAY									
TOTAL			1314.1	27	12	5		5	4	338.6

DW=	DRIVEWAY
TR=	TREATMENT
SW=	SIDEWALK
FT=	SIDEWALK WIDTH FOOTAGE
ST=	SIDEWALK STEP
RW=	RETAINING WALL

PHASE 2 REMAINING IMPROVEMENTS

ADDRESS			SW FOOTAGE	DW	TR, 9 FOOT	LOT SW	FT	ST	RW	RW FOOTAGE
190 N			98.1			1	4	1		
180 N			46.5	2						
90 N			167.5			1	4	1		
72 N			125.5	2		1	4	1		
56 N			65	1		1	4	1		
48 N			90.5	1		1	4	1		
235 S			141.3	1		1	6	1		
255 S			NA	2		1	5	1		
TOTAL			734.4	9	0	7		7	0	0

ITEM #	DESCRIPTION	QTY	UNIT
1	MOBILIZATION	1	LS
2	REMOVAL OF CONCRETE	5256.4	SF
3	FILL MATERIAL FOR SIDEWALK	3500	CY
4	NEW 4' SIDEWALK	5256.4	SF
5	ADA TURNAROUNDS	7	EA
6	RETAINING WALLS	900	LF
7	WROUGHT IRON HANDRAIL	680	LF
8	SIDEWALK LOT STEPS	5	EA
9	SIDEWALK REPAIR IN LOTS	200	SF
10	DRIVEWAY REPAIR	500	SF
11	ADA RAMP RECONSTRUCTION	2	EA
12	9 FOOT DRIVEWAY TREATMENT	12	EA
13	LANDSCAPE REPAIR	5000	SF

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-0567

SUMMARY SHEET FOR:
LEEDS MAIN STREET SIDEWALK PROJECT
LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

JOB NO.
246-002

SHEET NO:
SM1

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

CONSTRUCTION NOTES

POWER (1-10):

[1] EXISTING OVERHEAD POWER

COMMUNICATION (11-19)

[41] EXISTING PHONE LINE

[42] INSTALL COMMUNICATION SERVICE LINE

GAS (21-30):

[21] EXISTING 2"ø GAS MAIN SERVICE LINE

WATER (31-40):

[31] EXISTING WATER DISTRICT 10" MAIN

[32] EXISTING LDWA WATERLINE

[33] EXISTING FIRE HYDRANT

[34] EXISTING WATER SERVICE

[35] EXISTING WATER MANHOLE LID

[36] EXISTING IRRIGATION LINE

[38] EXISTING IRRIGATION VALVE



40 0 40

SCALE IN FEET

Know what's below. Call 811 before you dig.

811

BLUE STAKERS OF UTAH

NOTICE!

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UTILITY PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

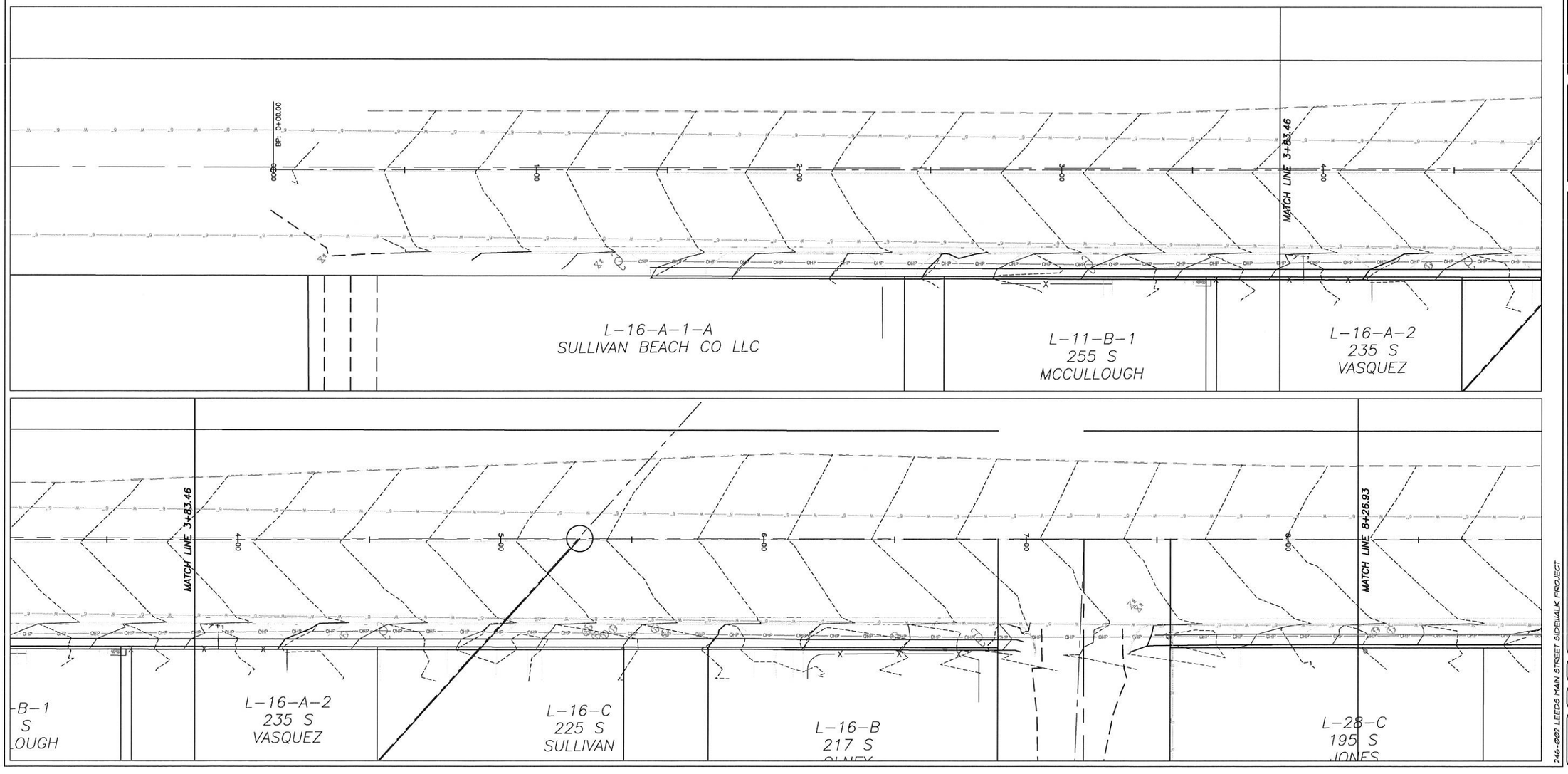
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LEEDS, WASHINGTON COUNTY, UTAH 84746

CENTURYLINK PHONE NOTES

1. DEVELOPER TO PROVIDE ALL TRENCH AND CENTUYRLINK WILL PROVIDE 4" CONDUIT. CONTACT LUIS @ (435)632-6553 1 WEEK IN ADVANCE
2. INSIDE TERMINATION: DEVELOPER TO PROVIDE 4'X8' PLYWOOD BACKBOARD AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
   OUTSIDE TERMINATION: DEVELOPER TO PROVIDE 30"X 30"X10" WEATHERPROOF BOX AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
3. CONTACT CENTURYLINK ENGINEER AT (385)479-7339 OR BRAXTON.PETERSON@CENTURYLINK.COM 45 DAYS BEFORE ANY SERVICE IS REQUIRED TO SETUP SITE VISIT AND REPORT ANY CHANGES TO JUC APPROVED PLANS
4. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

LEGEND

- EXISTING WATER DISTRICT LINE
- EXISTING IRRIGATION LINE
- EXISTING OVERHEAD POWER
- EXISTING PHONE LINE
- EXISTING LDWA WATER LINES
- EXISTING EXISTING NATURAL GAS
- EXISTING WATER MANHOLE
- EX 3/4" WATER LATERAL & METER
- EX FIRE HYDRANT
- EX WATER VALVE
- EX WATER VALVE



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LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

JOB NO.
246-002

SHEET NO.
C2

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

CONSTRUCTION NOTES

POWER (1-10):

1 EXISTING OVERHEAD POWER

COMMUNICATION (11-19)

41 EXISTING PHONE LINE

42 INSTALL COMMUNICATION SERVICE LINE

GAS (21-30):

21 EXISTING 2"ø GAS MAIN SERVICE LINE

WATER (31-40):

31 EXISTING WATER DISTRICT 10" MAIN

32 EXISTING LDWA WATERLINE

33 EXISTING FIRE HYDRANT

34 EXISTING WATER SERVICE

35 EXISTING WATER MANHOLE LID

36 EXISTING IRRIGATION LINE

36 EXISTING IRRIGATION VALVE

N W E S

40 0 40

SCALE IN FEET

Know what's below. Call 811 before you dig. 811 BLUE STAKES OF UTAH UTAH NOTIFICATION CENTER, INC.

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UTILITY PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

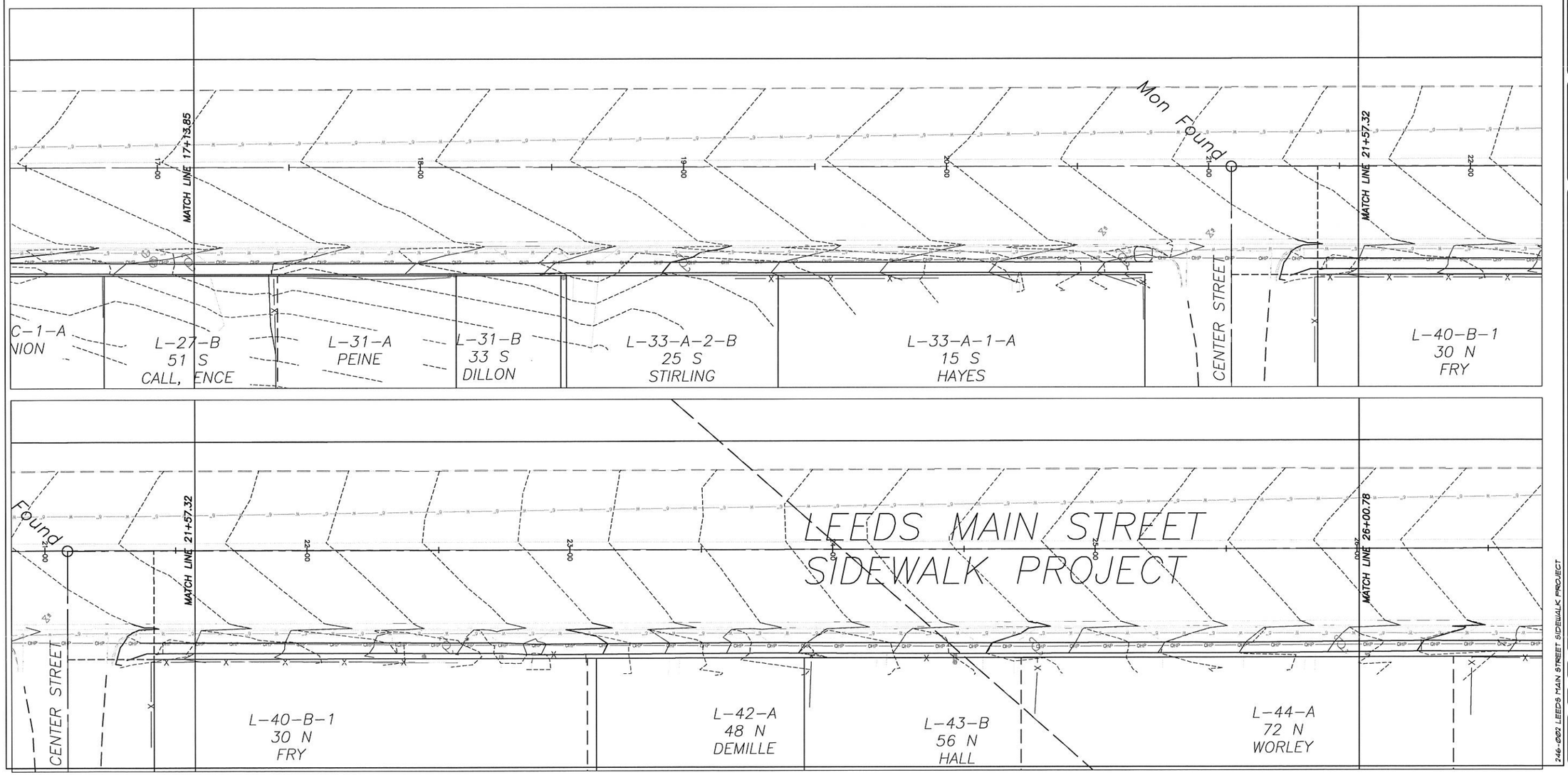
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LEEDS, WASHINGTON COUNTY, UTAH 84746

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1. DEVELOPER TO PROVIDE ALL TRENCH AND CENTUYRLINK WILL PROVIDE 4" CONDUIT. CONTACT LUIS @ (435)632-6553 1 WEEK IN ADVANCE
2. INSIDE TERMINATION: DEVELOPER TO PROVIDE 4'X8' PLYWOOD BACKBOARD AND A #6 GROUND WIRE TO BUILDING NEUTRAL
   OUTSIDE TERMINATION: DEVELOPER TO PROVIDE 30"X 30"X10" WEATHERPROOF BOX AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
3. CONTACT CENTURYLINK ENGINEER AT (385)479-7339 OR BRAXTON.PETERSON@CENTURYLINK.COM 45 DAYS BEFORE ANY SERVICE IS REQUIRED TO SETUP SITE VISIT AND REPORT ANY CHANGES TO JUC APPROVED PLANS
4. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

LEGEND

- EXISTING WATER DISTRICT LINE
- EXISTING IRRIGATION LINE
- EXISTING OVERHEAD POWER
- EXISTING PHONE LINE
- EXISTING LDWA WATER LINES
- EXISTING EXISTING NATURAL GAS
- EXISTING WATER MANHOLE
- EX 3/4" WATER LATERAL & METER
- EX FIRE HYDRANT
- EX WATER VALVE
- EX WATER VALVE



NO	DESCRIPTION	DATE	BY

REVISIONS

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-0507

UTILITY PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'/HALF

JOB NO.
246-002

SHEET NO:
C4

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

UTILITY PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

CONSTRUCTION NOTES

POWER (1-10):

1. EXISTING OVERHEAD POWER

COMMUNICATION (11-19)

41. EXISTING PHONE LINE
42. INSTALL COMMUNICATION SERVICE LINE

GAS (21-30):

21. EXISTING 2"ø GAS MAIN SERVICE LINE

WATER (31-40):

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32. EXISTING LDWA WATERLINE
33. EXISTING FIRE HYDRANT
34. EXISTING WATER SERVICE
35. EXISTING WATER MANHOLE LID
36. EXISTING IRRIGATION LINE
38. EXISTING IRRIGATION VALVE

CENTURYLINK PHONE NOTES

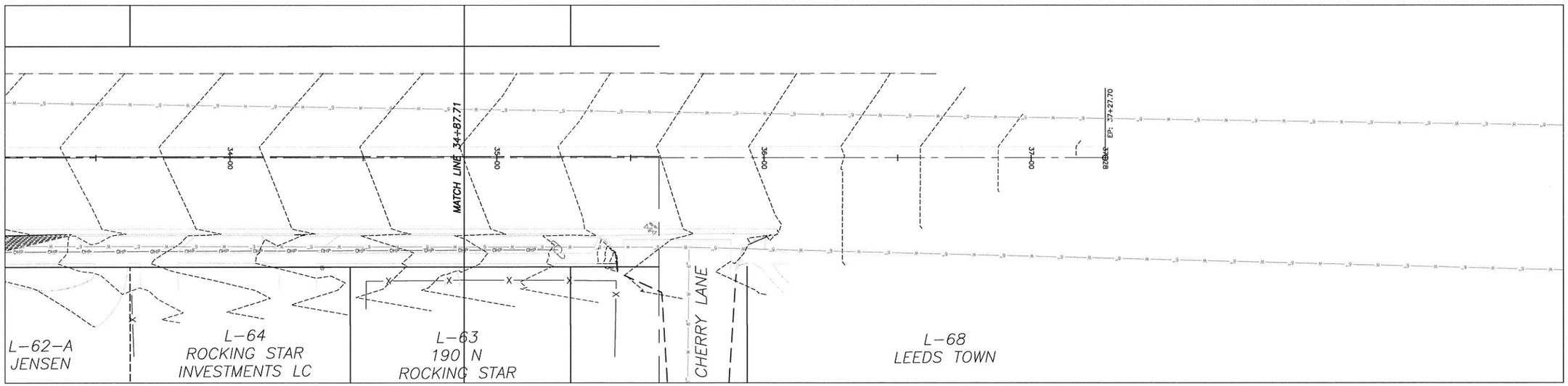
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LEGEND

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- EXISTING IRRIGATION LINE
- EXISTING OVERHEAD POWER
- EXISTING PHONE LINE
- EXISTING LDWA WATER LINES
- EXISTING EXISTING NATURAL GAS
- EXISTING WATER MANHOLE
- EX 3/4" WATER LATERAL & METER
- EX FIRE HYDRANT
- EX WATER VALVE
- EX WATER VALVE

40 0 40
SCALE IN FEET

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811 BLUE STAKING OF UTAH
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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8501

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LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'/HALF

JOB NO.
246-001

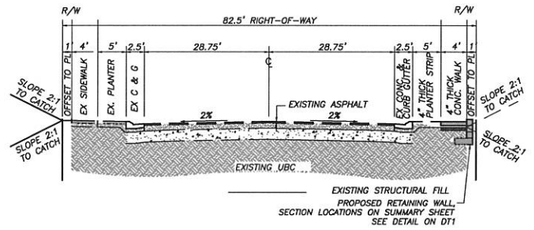
SHEET NO:
C6

246-001 LEEDS MAIN STREET SIDEWALK PROJECT

GRADING PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746



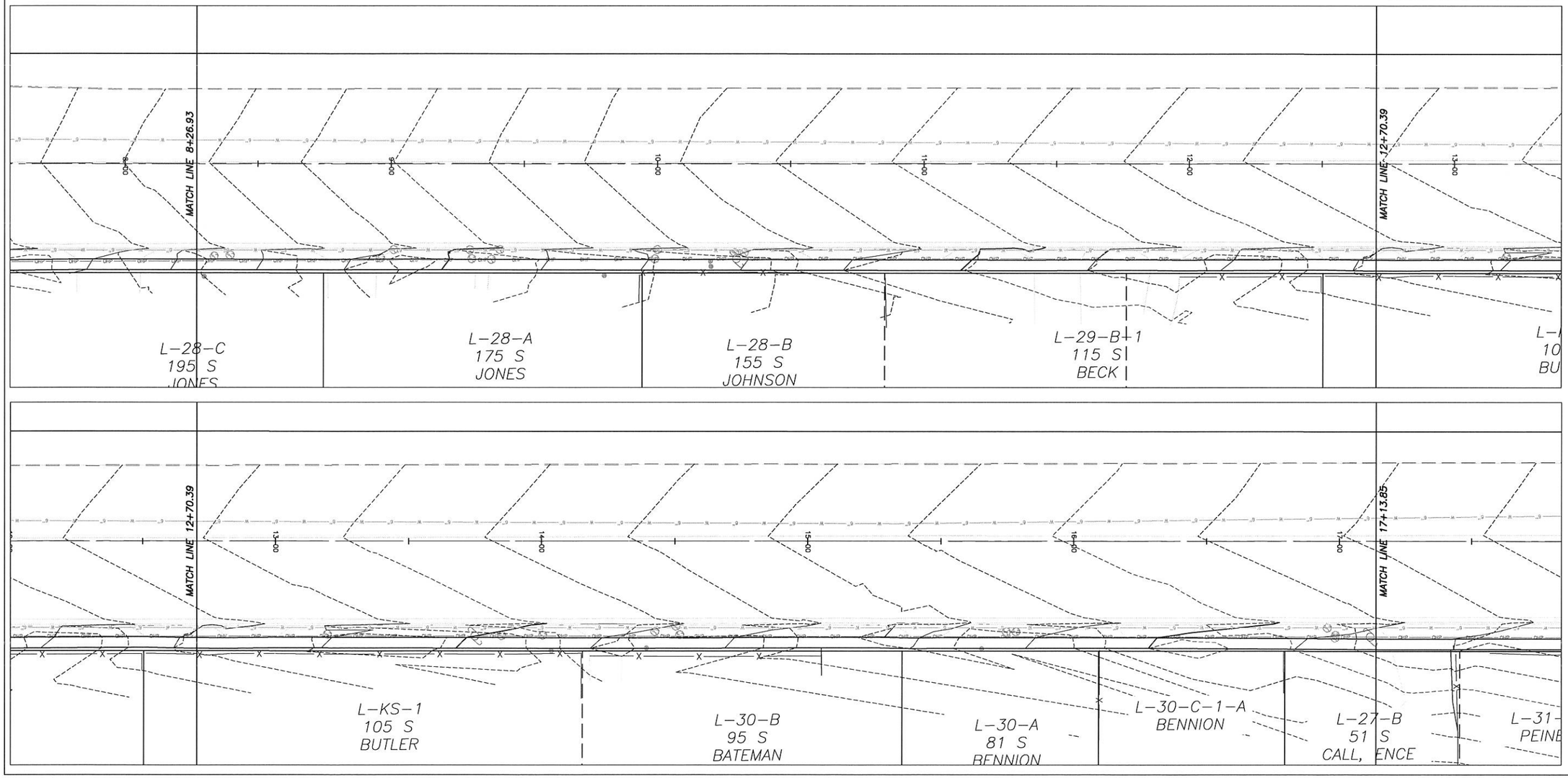


LEGEND

- EXISTING WATER DISTRICT LINE
- EXISTING IRRIGATION LINE
- EXISTING OVERHEAD POWER
- EXISTING PHONE LINE
- EXISTING LDWA WATER LINES
- EXISTING EXISTING NATURAL GAS
- EXISTING WATER MANHOLE
- EX 3/4" WATER LATERAL & METER
- EX FIRE HYDRANT
- EX WATER VALVE
- EX WATER VALVE
- PROPOSED CONCRETE SIDEWALK

Know what's below. Call 811 before you dig.
811
BLUE STAKERS OF UTAH
UTAH ASSOCIATION ONE-CALL INC.

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.



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NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8367

PROVALUE ENGINEERING

GRADING PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

JOB NO.
246-002

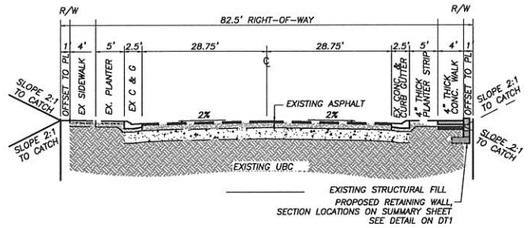
SHEET NO:
C8

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

GRADING PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

40 0 40
SCALE IN FEET

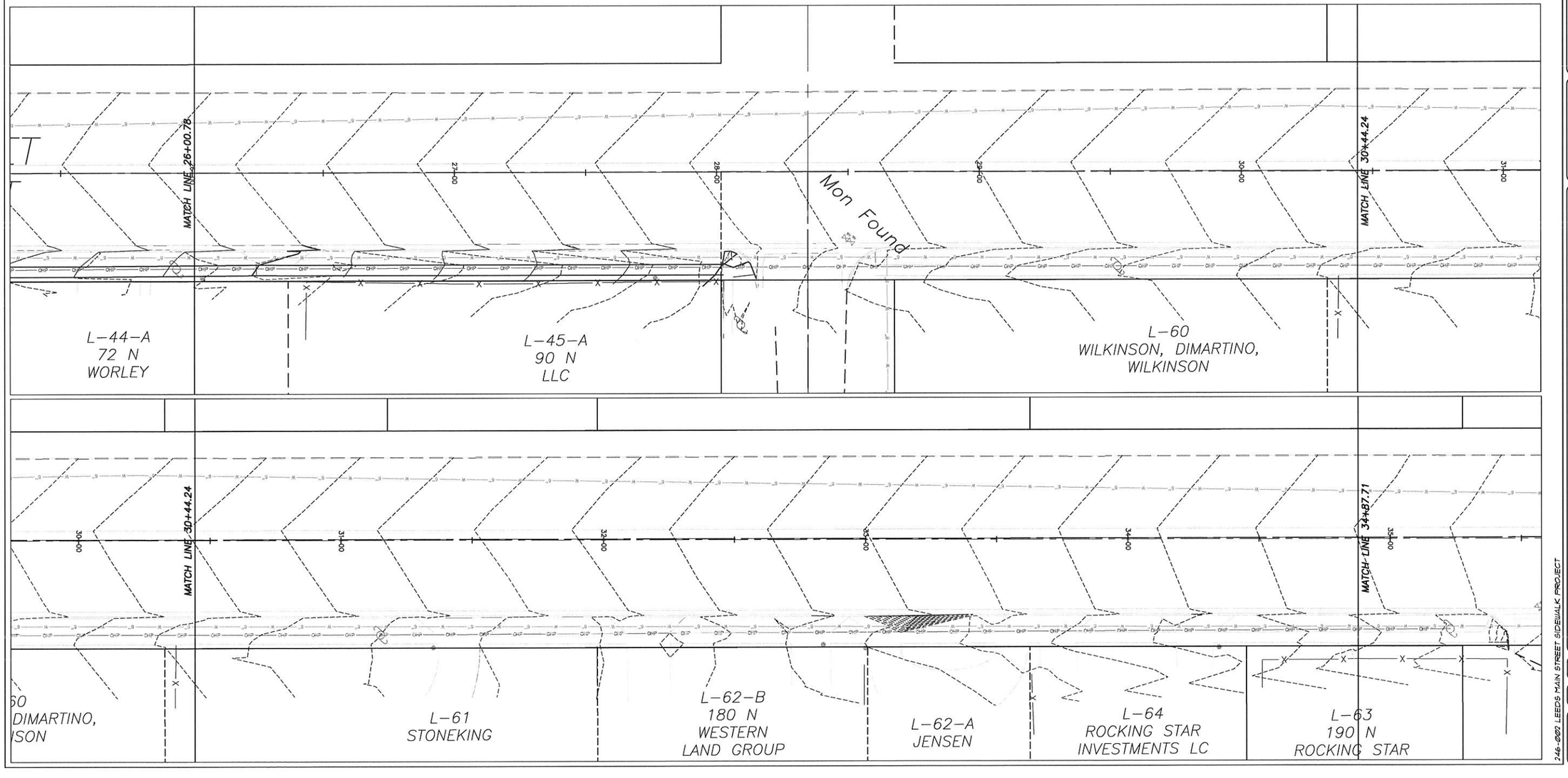


LEGEND

- EXISTING WATER DISTRICT LINE
- EXISTING IRRIGATION LINE
- EXISTING OVERHEAD POWER
- EXISTING PHONE LINE
- EXISTING LDWA WATER LINES
- EXISTING EXISTING NATURAL GAS
- EXISTING WATER MANHOLE
- EX 3/4" WATER LATERAL & METER
- EX FIRE HYDRANT
- EX WATER VALVE
- EX WATER VALVE
- PROPOSED CONCRETE SIDEWALK

Know what's below. Call 811 before you dig.
811 BLUE STAKING OF UTAH BLUE MARKING DIXIE, INC.

NOTICE!
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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone (435) 656-9057

GRADING PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

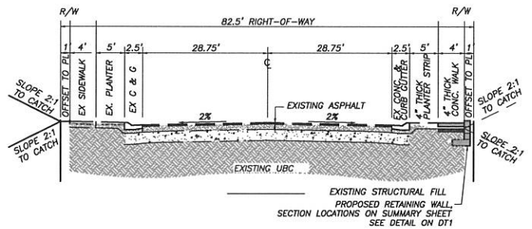
LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

JOB NO.
246-001

SHEET NO.
C10

246-001 LEEDS MAIN STREET SIDEWALK PROJECT



PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

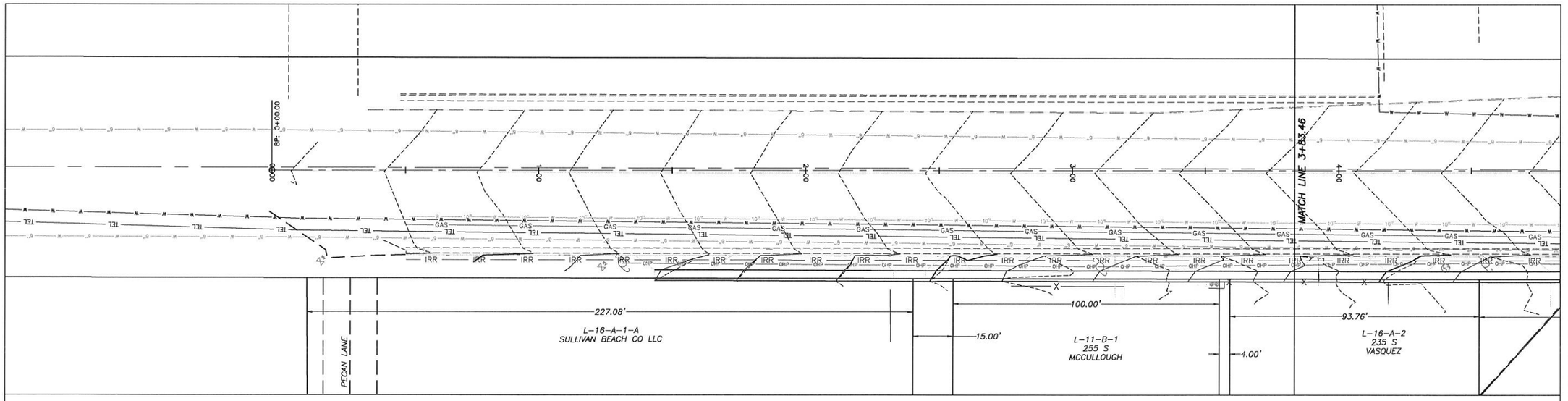
LEGEND

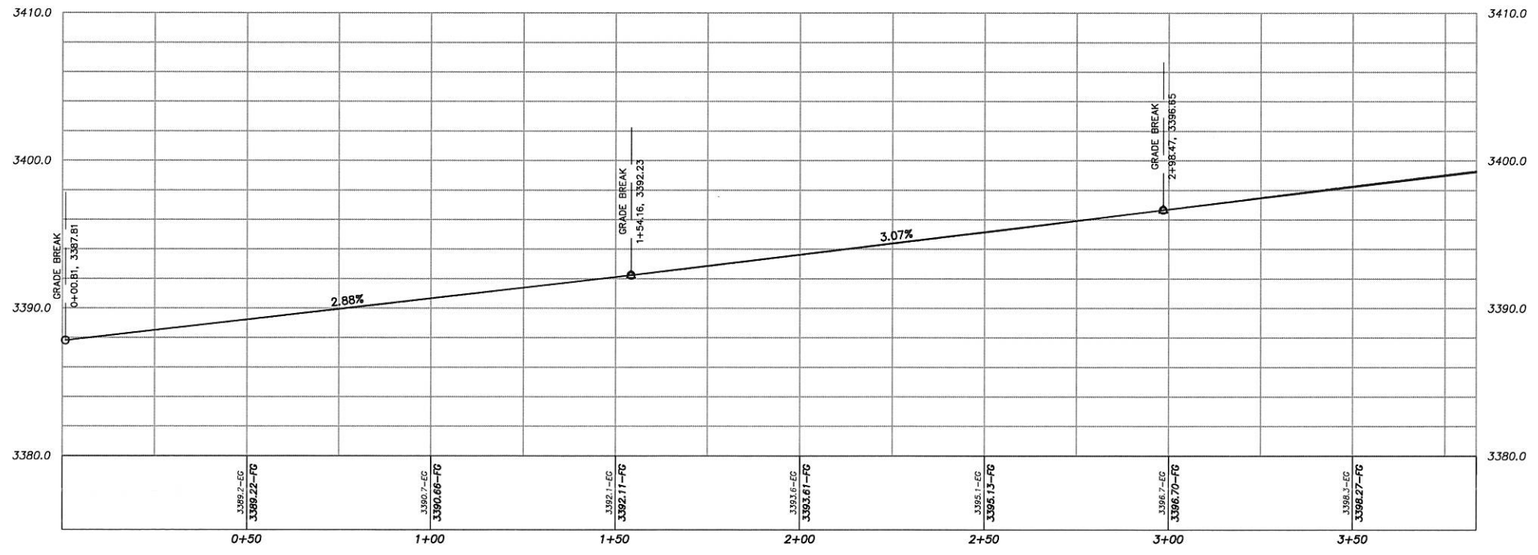
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING FENCE
- SECTION LINE
- OHP — OVERHEAD POWER
- CENTERLINE
- EXISTING CONCRETE
- W 8" — EXISTING WATERLINE, SIZE SHOWN
- GAS — EXISTING GAS

N W E S

20 0 20
SCALE IN FEET

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246-002 LEEDS MAIN STREET SIDEWALK PROJECT

NO	DESCRIPTION	DATE	BY

REVISIONS

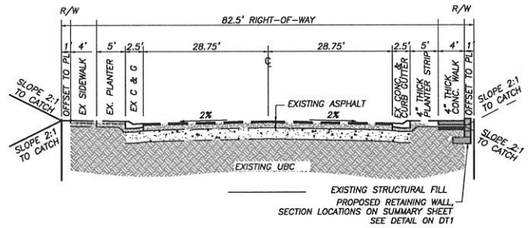
PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone 1-435-668-8057

PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT
LOCATED IN SECTION 12, T41S, R14W SECTION 7, T41S, R13W, SLB&M

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

JOB NO.
246-002

SHEET NO:
PP-1

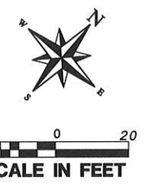


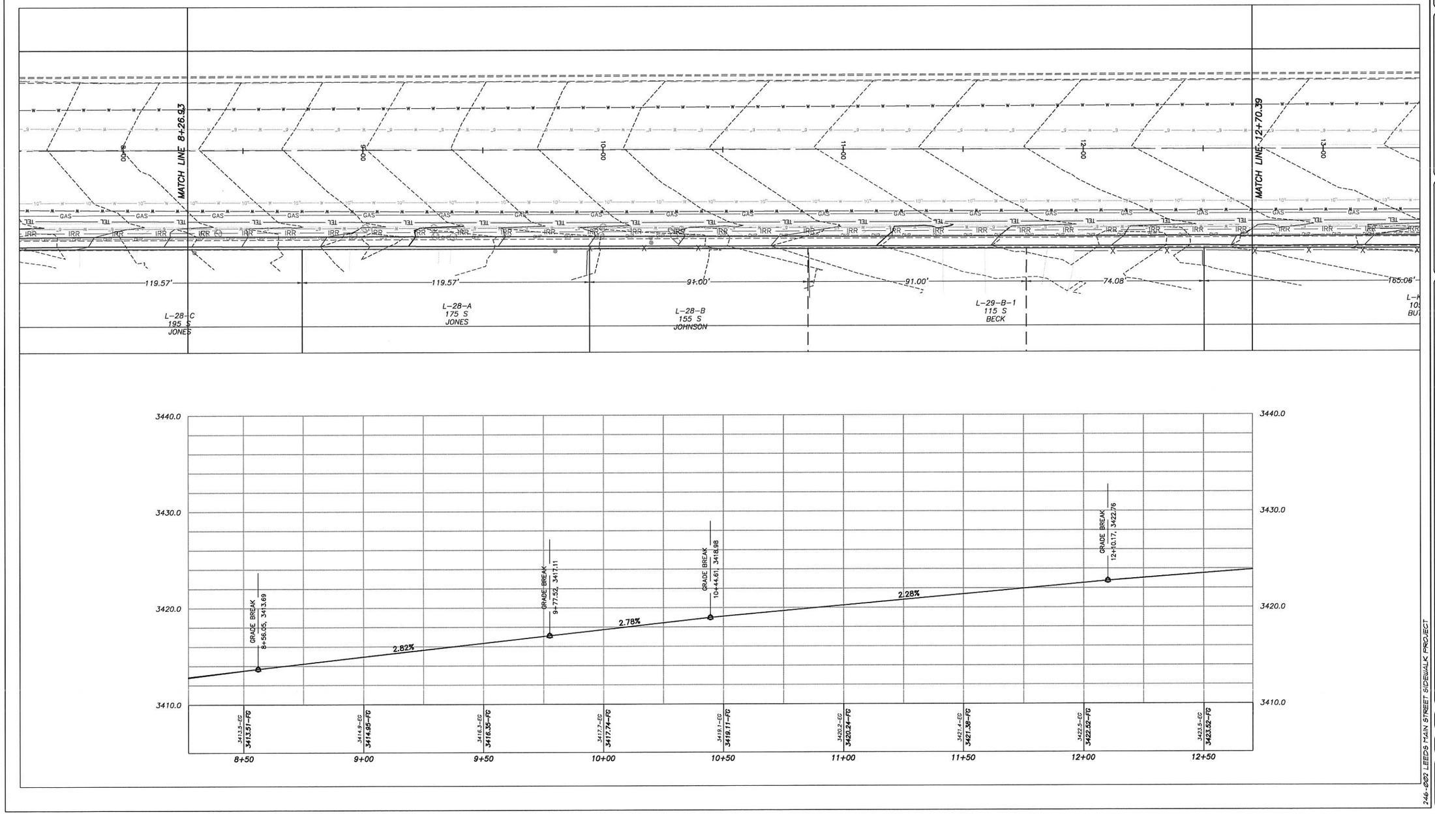
PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- x — x — EXISTING FENCE
- SECTION LINE
- OHP — OVERHEAD POWER
- CENTERLINE
- EXISTING CONCRETE
- W — 8" — EXISTING WATERLINE, SIZE SHOWN
- GAS — EXISTING GAS





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Phone: (435) 656-0007

PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT
LOCATED IN SECTION 12, T41S, R14W, SECTION 7, T41S, R13W, SLB&M

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

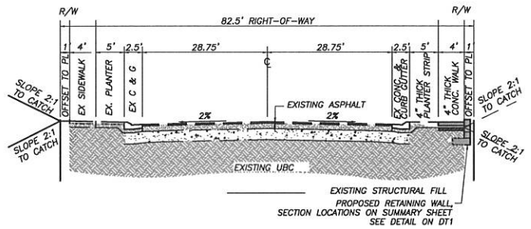
JOB NO.
246-002

SHEET NO:
PP-3

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

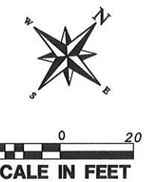
PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

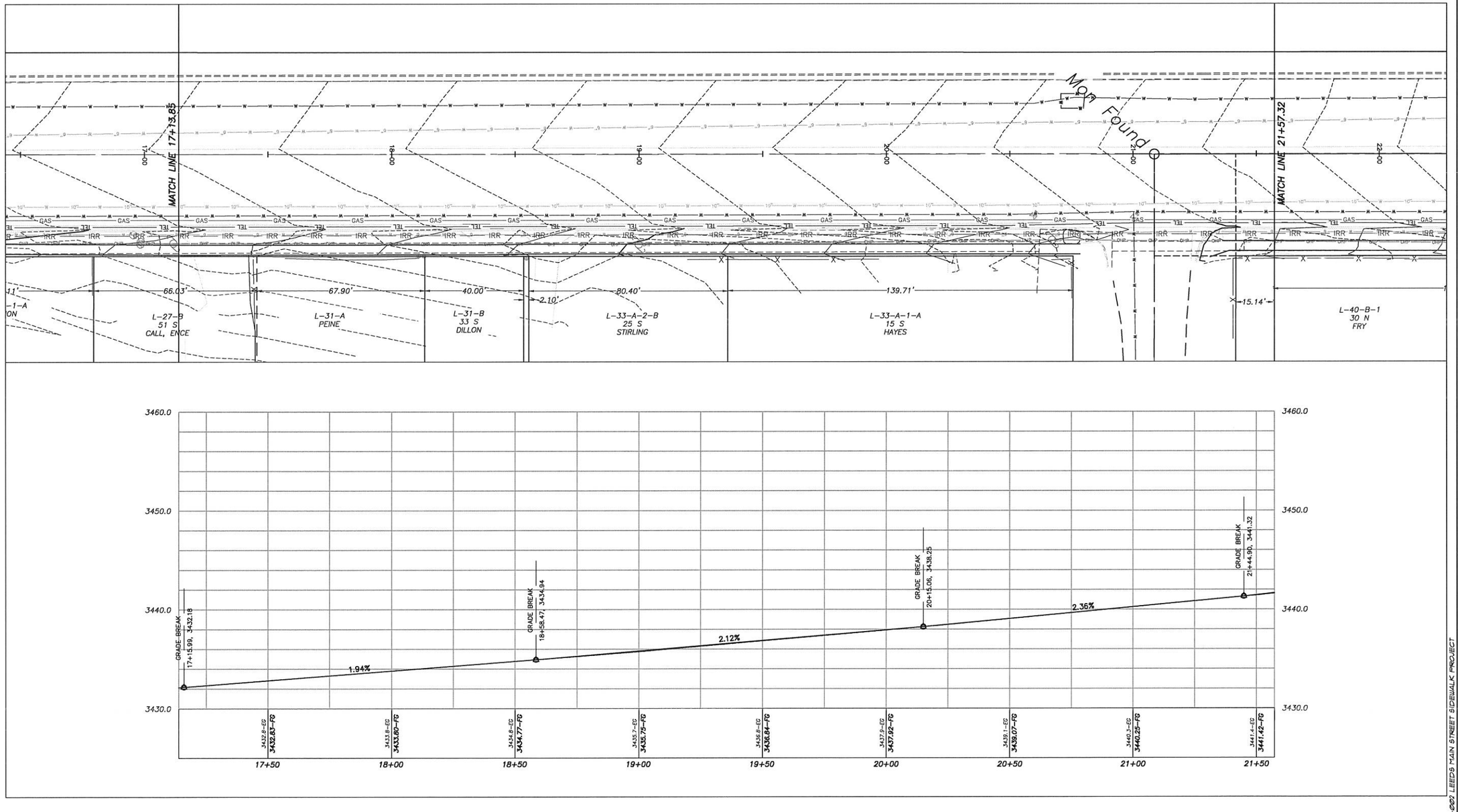
LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING FENCE
- SECTION LINE
- OVERHEAD POWER
- CENTERLINE
- EXISTING CONCRETE
- EXISTING WATERLINE, SIZE SHOWN
- EXISTING GAS





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Phone: (435) 668-8567

PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT
LOCATED IN SECTION 12, T41S, R14W SECTION 7, T41S, R13W, SLB&M

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

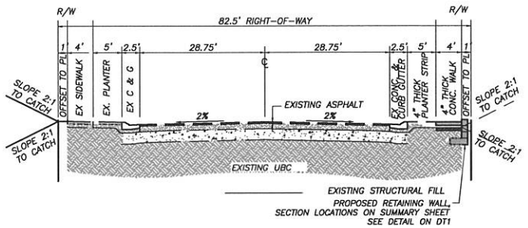
JOB NO.
246-002

SHEET NO:
PP-5

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

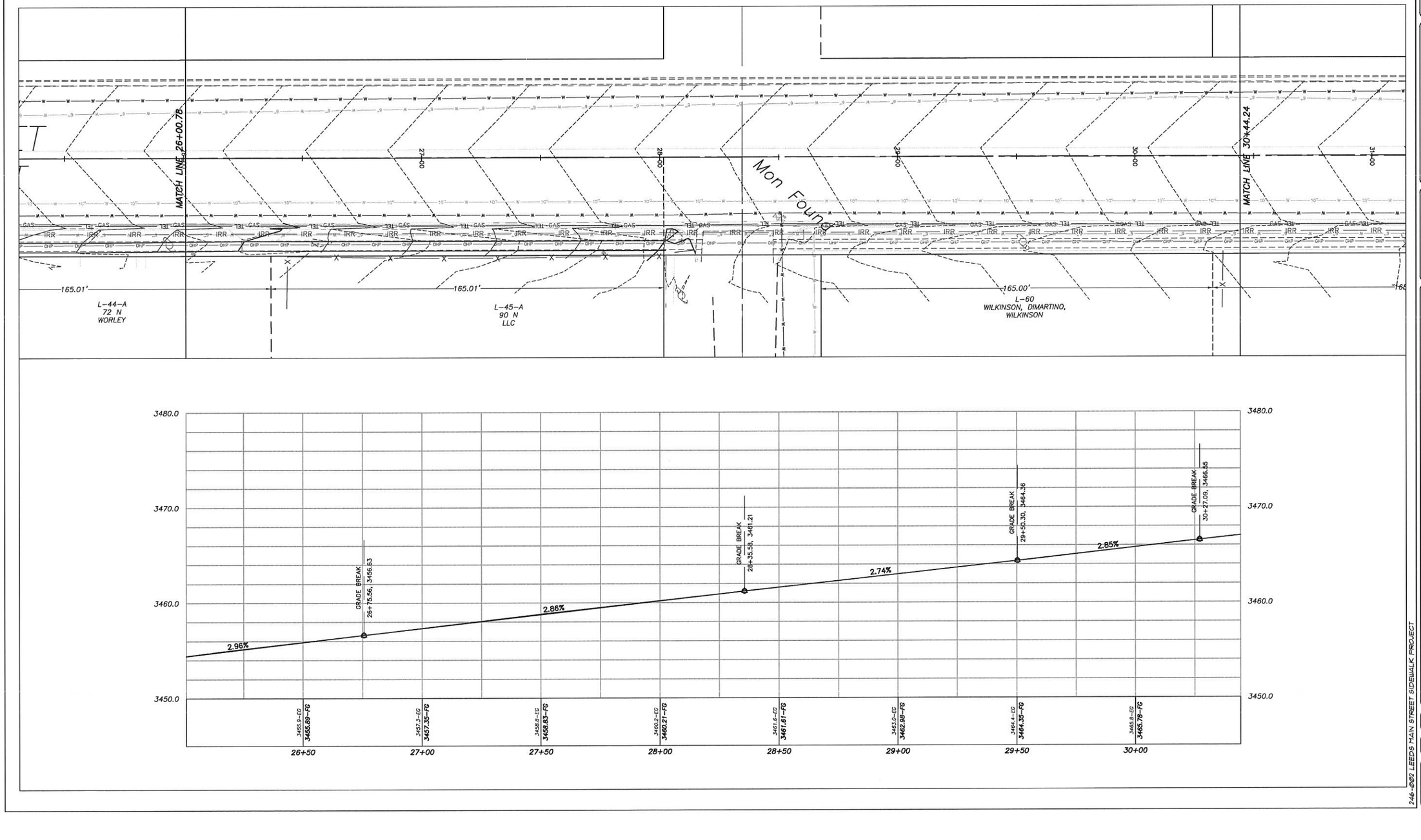
LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- x x EXISTING FENCE
- SECTION LINE
- OHP OVERHEAD POWER
- CENTERLINE
- EXISTING CONCRETE
- W 8" EXISTING WATERLINE, SIZE SHOWN
- GAS EXISTING GAS





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Phone: (435) 668-8567

PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT
LOCATED IN SECTION 12, T41S, R14W SECTION 7, T41S, R13W, SLB&M

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

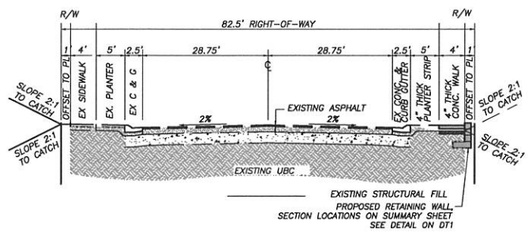
JOB NO.
246-002

SHEET NO.
PP-7

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

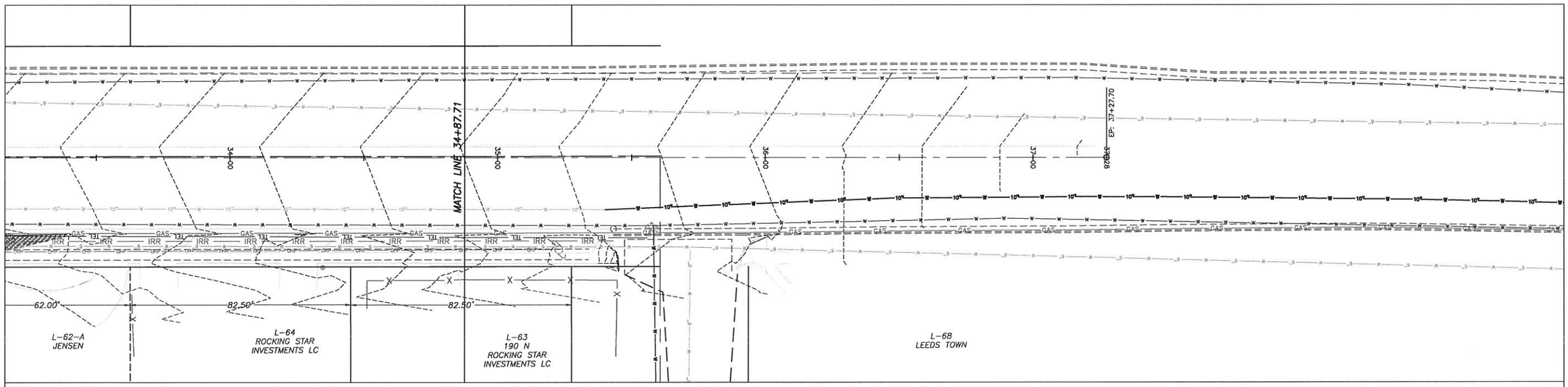
LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

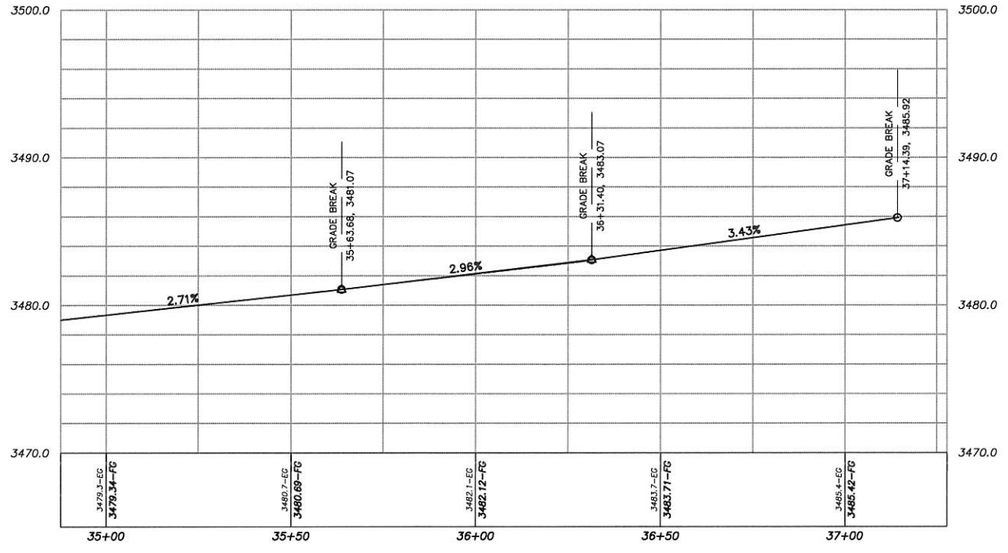


LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- x — x — EXISTING FENCE
- SECTION LINE
- OHP — OVERHEAD POWER
- CENTERLINE
- EXISTING CONCRETE
- W — 8" — EXISTING WATERLINE, SIZE SHOWN
- GAS — EXISTING GAS







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Hurricane City, Utah 84737
Phone: (435) 668-8521

PLAN & PROFILE FOR:
LEEDS MAIN STREET SIDEWALK PROJECT
LOCATED IN SECTION 12, T41S, R14W, SECTION 7, T41S, R13W, SLB&M

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

JOB NO.
246-002

SHEET NO.
PP-9

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

STORM DRAIN PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

CONSTRUCTION NOTES

POWER (1-10):

1. EXISTING OVERHEAD POWER

COMMUNICATION (11-19)

41. EXISTING PHONE LINE
42. INSTALL COMMUNICATION SERVICE LINE

GAS (21-30):

21. EXISTING 2"ø GAS MAIN SERVICE LINE

WATER (31-40):

31. EXISTING WATER DISTRICT 10" MAIN
32. EXISTING LDWA WATERLINE
33. EXISTING FIRE HYDRANT
34. EXISTING WATER SERVICE
35. EXISTING WATER MANHOLE LID
36. EXISTING IRRIGATION LINE
36. EXISTING IRRIGATION VALVE

Know what's below. Call 811 before you dig.
811
BLUE STAKES OF UTAH

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

CENTURYLINK PHONE NOTES

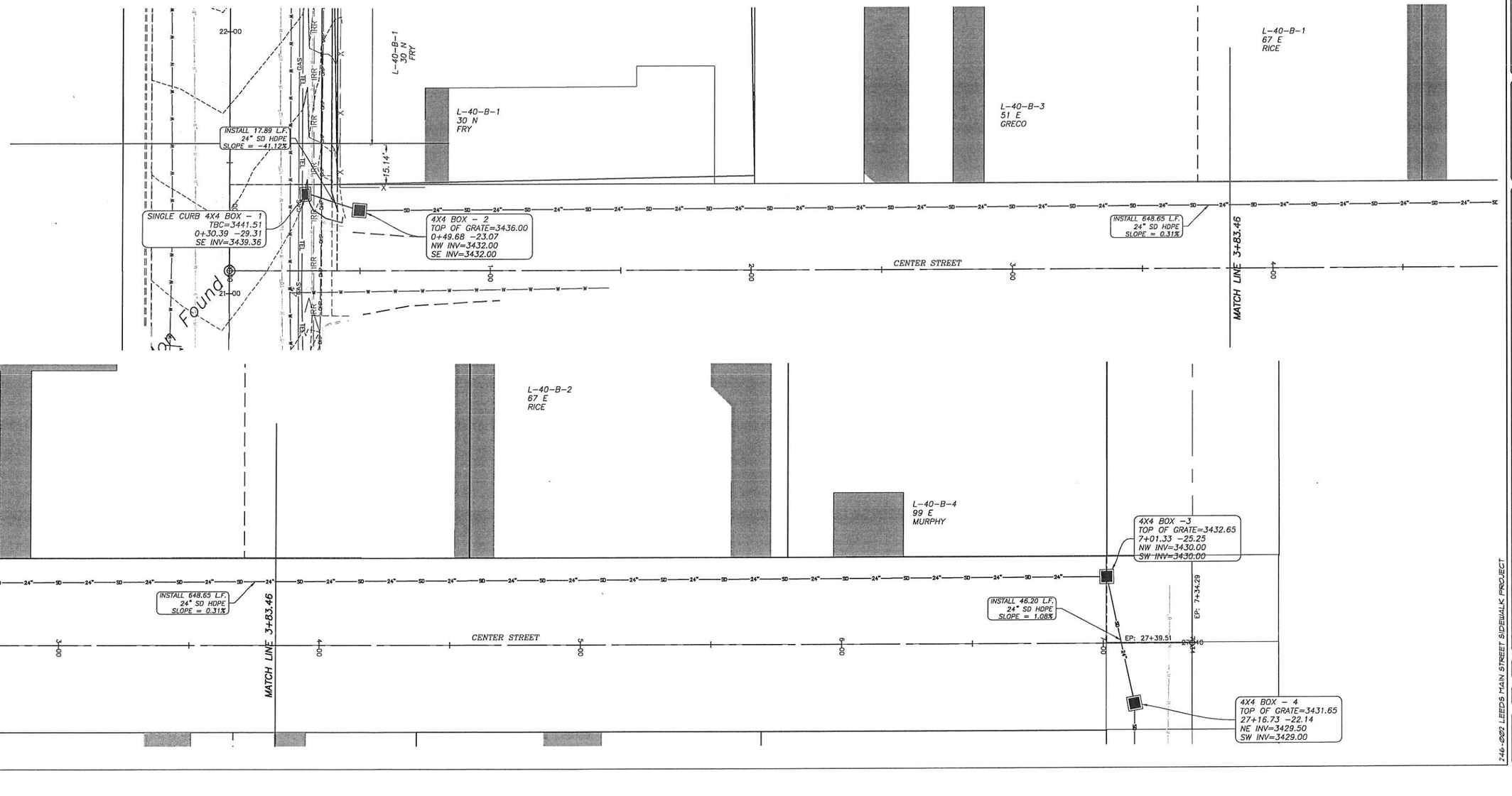
1. DEVELOPER TO PROVIDE ALL TRENCH AND CENTURYLINK WILL PROVIDE 4" CONDUIT. CONTACT LUIS @ (435)632-6553 1 WEEK IN ADVANCE
2. INSIDE TERMINATION: DEVELOPER TO PROVIDE 4'X8' PLYWOOD BACKBOARD AND A #6 GROUND WIRE TO BUILDING NEUTRAL
   OUTSIDE TERMINATION: DEVELOPER TO PROVIDE 30"X 30"X10" WEATHERPROOF BOX AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
3. CONTACT CENTURYLINK ENGINEER AT (385)479-7339 OR BRAXTON.PETERSON@CENTURYLINK.COM 45 DAYS BEFORE ANY SERVICE IS REQUIRED TO SETUP SITE VISIT AND REPORT ANY CHANGES TO JUC APPROVED PLANS
4. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

LEGEND

- EXISTING WATER DISTRICT LINE
- EXISTING IRRIGATION LINE
- EXISTING OVERHEAD POWER
- EXISTING PHONE LINE
- EXISTING LDWA WATER LINES
- EXISTING EXISTING NATURAL GAS
- PROPOSED STORM DRAIN
- EXISTING DRIVEWAY
- EXISTING WATER MANHOLE
- EX 3/4" WATER LATERAL & METER
- EX FIRE HYDRANT
- EX WATER VALVE
- EX WATER VALVE

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SCALE IN FEET



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NO.	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-0507

UTILITY PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

JOB NO.
246-002

SHEET NO:
SD1

246-002 LEEDS MAIN STREET SIDEWALK PROJECT

CONSTRUCTION NOTES

POWER (1-10):

1 EXISTING OVERHEAD POWER

COMMUNICATION (11-19)

41 EXISTING PHONE LINE

42 INSTALL COMMUNICATION SERVICE LINE

GAS (21-30):

21 EXISTING 2"ø GAS MAIN SERVICE LINE

WATER (31-40):

31 EXISTING WATER DISTRICT 10" MAIN

32 EXISTING LDWA WATERLINE

33 EXISTING FIRE HYDRANT

34 EXISTING WATER SERVICE

35 EXISTING WATER MANHOLE LID

36 EXISTING IRRIGATION LINE

38 EXISTING IRRIGATION VALVE

Know what's below. Call 811 before you dig.

811

BLUE STAKERS OF UTAH
UTAH ONE-CALL SYSTEM, INC.

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

STORM DRAIN PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

CENTURYLINK PHONE NOTES

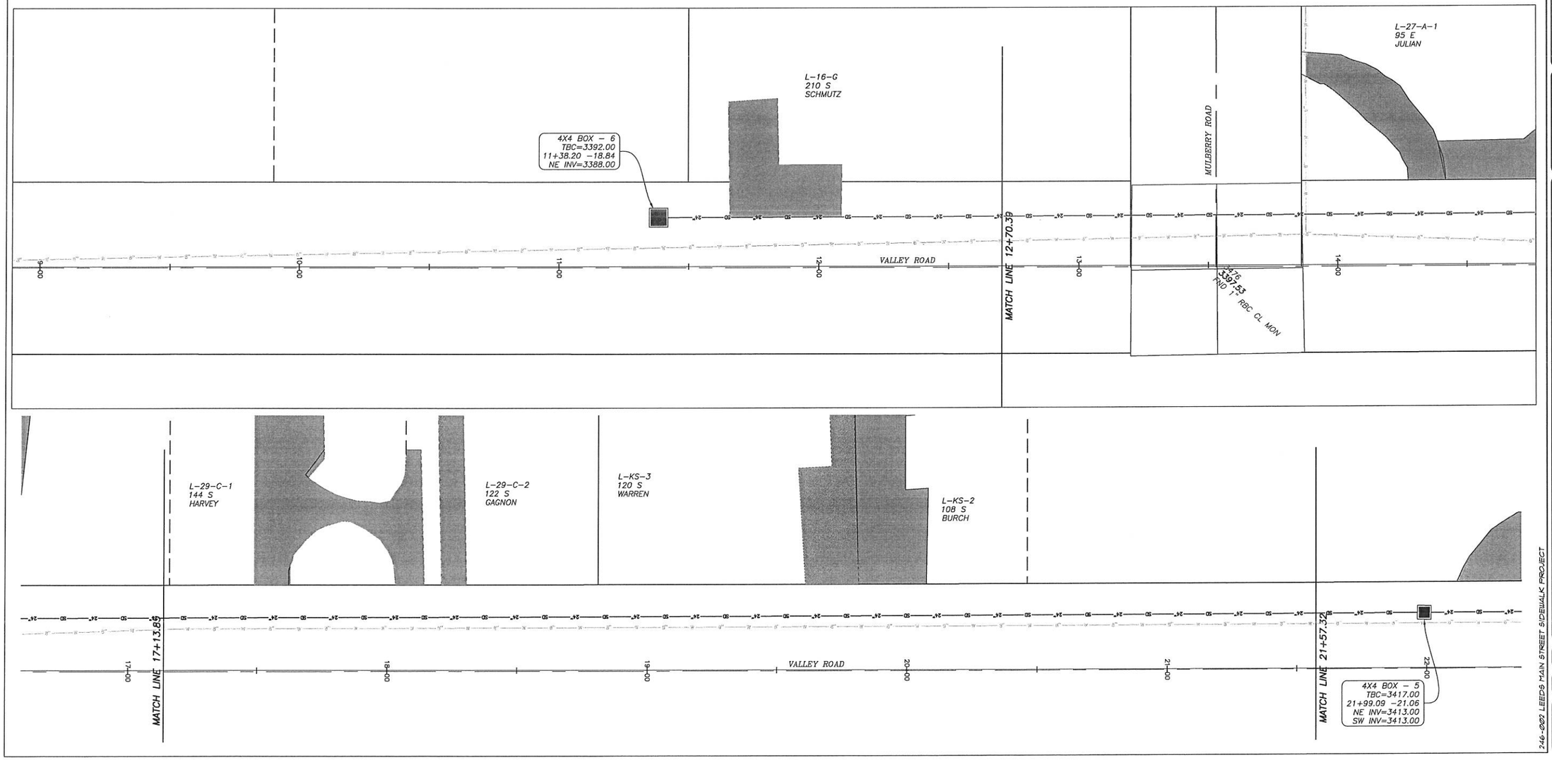
1. DEVELOPER TO PROVIDE ALL TRENCH AND CENTUYRLINK WILL PROVIDE 4" CONDUIT. CONTACT LUIS @ (435)632-6553 1 WEEK IN ADVANCE
2. INSIDE TERMINATION: DEVELOPER TO PROVIDE 4'X8' PLYWOOD BACKBOARD AND A #6 GROUND WIRE TO BUILDING NEUTRAL
   OUTSIDE TERMINATION: DEVELOPER TO PROVIDE 30" X 30"X10" WEATHERPROOF BOX AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
3. CONTACT CENTURYLINK ENGINEER AT (385)479-7339 OR BRAXTON.PETERSON@CENTURYLINK.COM 45 DAYS BEFORE ANY SERVICE IS REQUIRED TO SETUP SITE VISIT AND REPORT ANY CHANGES TO JUC APPROVED PLANS
4. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

LEGEND

- EXISTING WATER DISTRICT LINE
- EXISTING IRRIGATION LINE
- EXISTING OVERHEAD POWER
- EXISTING PHONE LINE
- EXISTING LDWA WATER LINES
- EXISTING EXISTING NATURAL GAS
- PROPOSED STORM DRAIN
- EXISTING DRIVEWAY
- EXISTING WATER MANHOLE
- EX 3/4" WATER LATERAL & METER
- EX FIRE HYDRANT
- EX WATER VALVE
- EX WATER VALVE

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SCALE IN FEET



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NO	DESCRIPTION	DATE	BY
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Hurricane City, Utah 84737
Phone (435) 656-9567

UTILITY PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'/HALF

JOB NO.
246-001

SHEET NO:
SD -2

246-001 LEEDS MAIN STREET SIDEWALK PROJECT

CONSTRUCTION NOTES

POWER (1-10):

[1] EXISTING OVERHEAD POWER

COMMUNICATION (11-19)

[41] EXISTING PHONE LINE

[42] INSTALL COMMUNICATION SERVICE LINE

GAS (21-30):

[21] EXISTING 2"ø GAS MAIN SERVICE LINE

WATER (31-40):

[31] EXISTING WATER DISTRICT 10" MAIN

[32] EXISTING LDWA WATERLINE

[33] EXISTING FIRE HYDRANT

[34] EXISTING WATER SERVICE

[35] EXISTING WATER MANHOLE LID

[36] EXISTING IRRIGATION LINE

[38] EXISTING IRRIGATION VALVE

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BLUE STAKES OF UTAH
811 BLUESTAKES.COM

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STORM DRAIN PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

CENTURYLINK PHONE NOTES

1. DEVELOPER TO PROVIDE ALL TRENCH AND CENTUYRLINK WILL PROVIDE 4" CONDUIT. CONTACT LUIS @ (435)632-6553 1 WEEK IN ADVANCE
2. INSIDE TERMINATION: DEVELOPER TO PROVIDE 4'X8' PLYWOOD BACKBOARD AND A #6 GROUND WIRE TO BUILDING NEUTRAL
   OUTSIDE TERMINATION: DEVELOPER TO PROVIDE 30"X 30"X10" WEATHERPROOF BOX AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
3. CONTACT CENTURYLINK ENGINEER AT (385)479-7339 OR BRAXTON.PETERSON@CENTURYLINK.COM 45 DAYS BEFORE ANY SERVICE IS REQUIRED TO SETUP SITE VISIT AND REPORT ANY CHANGES TO JUC APPROVED PLANS
4. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

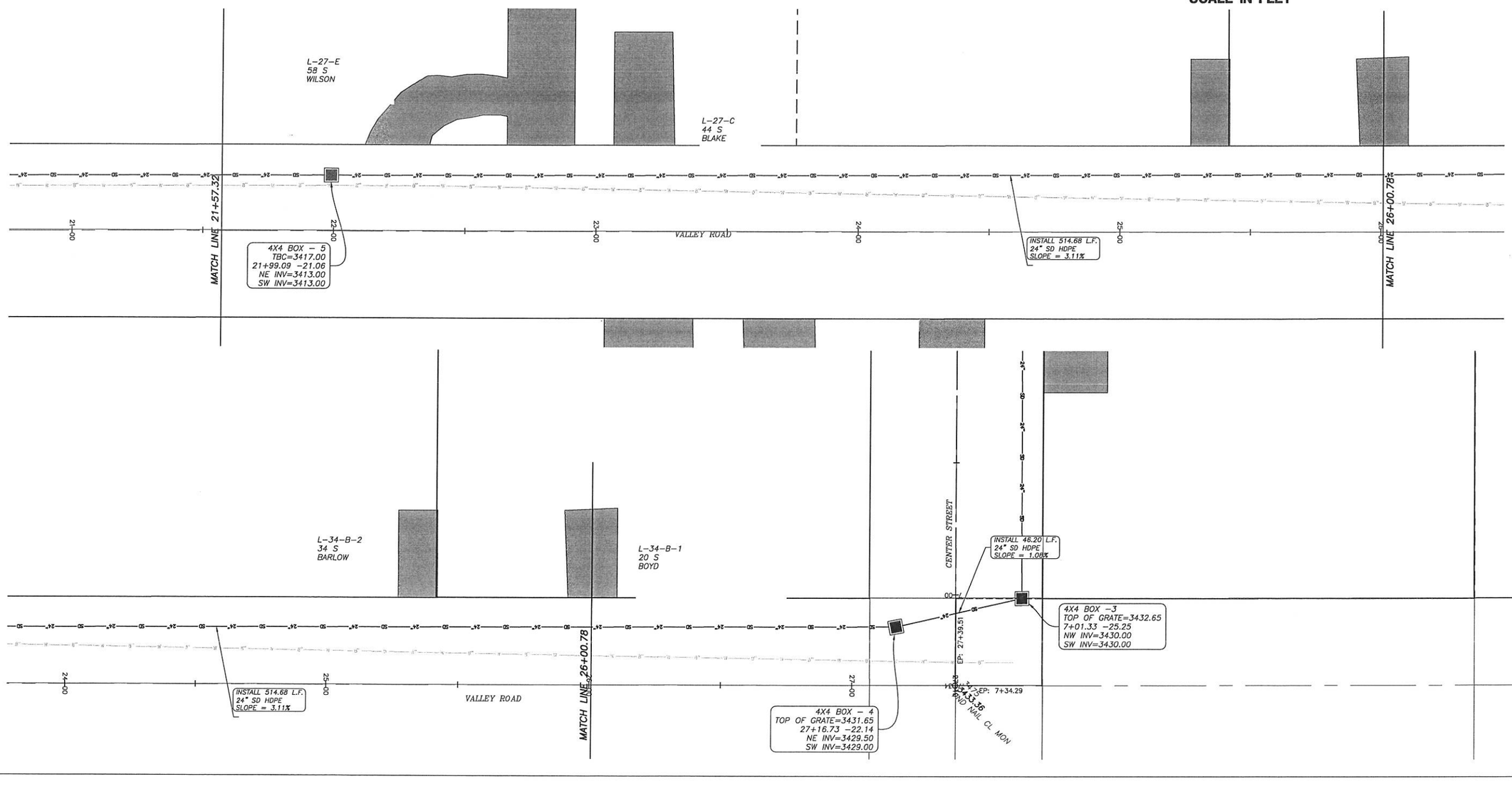
LEGEND

- EXISTING WATER DISTRICT LINE
- EXISTING IRRIGATION LINE
- EXISTING OVERHEAD POWER
- EXISTING PHONE LINE
- EXISTING LDWA WATER LINES
- EXISTING EXISTING NATURAL GAS
- PROPOSED STORM DRAIN
- EXISTING DRIVEWAY
- EXISTING WATER MANHOLE
- EX 3/4" WATER LATERAL & METER
- EX FIRE HYDRANT
- EX WATER VALVE
- EX WATER VALVE

N W E S

20 0 20

SCALE IN FEET



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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 1-435/635-8507

UTILITY PLAN FOR:
LEEDS MAIN STREET SIDEWALK PROJECT

LOCATED IN SECTION 12, T41S, R14W, & IN SECTION 7, T41S, R13W, S.L.B.&M.
LEEDS, WASHINGTON COUNTY, UTAH 84746

DATE: 8/11/2021
SCALE: 1"=20'/40'HALF

JOB NO.
246-001

SHEET NO:
SD3

246-001 LEEDS MAIN STREET SIDEWALK PROJECT