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WORK RELEASE NO. 2021-1

LAGOON HEADWORKS RECONSTRUCTION 2021


HILDALE CITY
320 E. Newell Avenue
PO Box 840490
Hildale, Utah 84784

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2021-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by the CLIENT.

ENGINEER

SUNRISE ENGINEERING, INC.

By: 

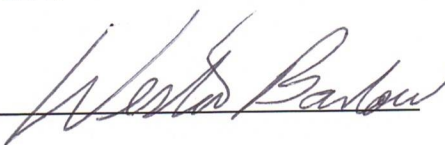
Name: Marvin J. Wilson

Title: Senior Vice President

Date: 09/17/2021

CLIENT

HILDALE CITY:

By: 

Name: Weston Barlow

Title: Utility Manager

Date: 10-8-2021

WORK RELEASE NO. 2021-1

This Work Release is entered into by and between the HILDALE CITY (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 12 November, 2013, hereinafter referred to as the "Agreement", CLIENT and ENGINEER desire to identify certain work and services to be performed by ENGINEER pursuant to the Agreement. CLIENT intends to retain miscellaneous engineering services hereinafter referred to as "Project" and for which ENGINEER agrees to perform various professional engineering services.

ARTICLES

It is agreed that the ENGINEER will perform the following:

ARTICLE 1. SCOPE OF WORK

The City desires to reconstruct the headworks to their wastewater treatment lagoons. The headworks will be located at a different location and will include a powered screen.

1) PRELIMINARY DESIGN

- a) Work with City to select a powered screen manufacturer and model.
- b) Work with selected manufacturer to get proposal and costs for equipment.
- c) Coordinate with local power company on potential additional power needs.

2) DESIGN SURVEY

- a) Perform a topographic design survey for project site.

3) FINAL DESIGN

- a) Provide miscellaneous project administration and management efforts relative to the final design, including site visits and meeting as may reasonably be necessary to develop the drawings, bid and contract documents, and specifications.
- b) Coordinate with screen manufacturer to ensure design fits the needs of the equipment.

- c) Prepare construction drawings identifying the scope, quality, and quantity of improvements to be made by the contractor.
 - i) It is anticipated that that the construction drawings will include cover and general sheets, governing entities' standard construction notes, site plan, utility plan, site and equipment details, and electrical.
- d) Prepare bid and contract documents in preparation for the project to be issued for public bid using EJCDC bid and contract documents.
- e) Prepare a project specifications manual to describe the quality of materials and workmanship to be incorporated into the project.
- f) Furnish the draft construction drawings and bid and specifications for review by the City And incorporate any review comments. City reviews are anticipated at the 60% phase and the 90% phase.
- g) Prepare final copies of the bid packer in electronic (.pdf) format for public bid.

4) REGULATORY COMPLIANCE

- a) Submit plans to the Division of Environmental Quality (DEQ) for approval.
- b) Respond to comments from DEQ, make revisions where necessary, and resubmit documents as required to receive approval from DEQ to construct the project.

5) BIDDING & NEGOTIATING

- a) Participate in a pre-bid meeting, answer questions, clarify expectations of the contractor, explain design rationale, etc.
- b) Answer bid phase questions related to the construction drawings or special provisions.
- c) Prepare and submit addenda to clarify requirements, scope, quality, and quantity of the improvements to be completed.
- d) Provide other bid phase services requested by the CLIENT and as allowed by available budget.

6) CONSTRUCTION MANAGEMENT

- a) Participate at the pre-construction meeting, answer questions relative to expectations of the contractor, clarify drawings and specifications, etc.
- b) Review contractor and screen supplier submittals.
- c) Attend weekly progress meeting with contractor and City.
- d) Provide additional three (3) site visits, review site conditions and status of the work, review compliance of work completed with the requirements of the documents and specifications, etc.

ARTICLE 2. ASSUMPTIONS/EXCLUSIONS

- 1) The budgetary numbers for preliminary design phase do not include a competitive proposal process to select screen manufacturer.
- 2) It is assumed for the design that reuse water from the treatment facility can be used for any water needs.
- 3) It is assumed that the site contains sufficient power supply for the desired improvements. If it is determined during the Preliminary Design phase that an increased power supply is needed, the additional coordination and design for that power supply will be considered an additional service.
- 4) It is assumed that no building will be required to be designed as part of this project.
- 5) No SCADA design will be required for this project.

ARTICLE 3. ADDITIONAL SERVICES

The CLIENT may authorize the ENGINEER to furnish or obtain from others additional services of the types listed below, which are not included in the basic Scope of Services and Fees given above. If such additional services are authorized by the CLIENT, an equitable increase in compensation for such additional services shall be negotiated.

- 1) Provide design for a culinary water connection.
- 2) Provide design for building/enclosure for headworks.
- 3) Services resulting from significant changes in the scope, extent, or character of the portions of the project and its design requirements including, but not limited to, changes in size, complexity, schedule, or method of financing.
- 4) Services caused by excessive reviews, indecisiveness, delays, significant obstacles to completion of the work in a timely manner, etc. beyond the control of the ENGINEER.
- 5) Any other on-call or miscellaneous tasks requested by the OWNER and agreed to by ENGINEER.
- 6) Other services performed or furnished by Sunrise Engineering not otherwise provided for in the Scope of Services.
- 7) Provide a full or part time construction observer during the construction phase of the project.

ARTICLE 4. COMPENSATION

CLIENT agrees to compensate ENGINEER for services in Article 1.1 – PRELIMINARY DESIGN on a Time and Materials basis at the rates and fees shown in the attached Exhibit A. The Anticipated budget amount for this task is Six Thousand Nine Hundred Dollars (\$6,900).

CLIENT agrees to compensate ENGINEER for services in Article 1.2 – DESIGN SURVEY on a Time and Materials basis at the rates and fees shown in the attached Exhibit A. The Anticipated budget amount for this task is Three Thousand Dollars (\$3,000).

CLIENT agrees to compensate ENGINEER for services in Article 1.3 – FINAL DESIGN for the lump sum amount of Thirty-Five Thousand Six Hundred Dollars (\$35,600).

CLIENT agrees to compensate ENGINEER for services in Article 1.4 – REGULATORY COMPLIANCE on a Time and Materials basis at the rates and fees shown in the attached Exhibit A. The Anticipated budget amount for this task is Two Thousand Five Hundred Dollars (\$2,500).

CLIENT agrees to compensate ENGINEER for services in Article 1.5 – BIDDING & NEGOTIATING on a Time and Materials basis at the rates and fees shown in the attached Exhibit A. The Anticipated budget amount for this task is Six Thousand Dollars (\$6,000).

CLIENT agrees to compensate ENGINEER for services in Article 1.6 – CONSTRUCTION MANAGEMENT on a Time and Materials basis at the rates and fees shown in the attached Exhibit A. The Anticipated budget amount for this task is Twenty-Four Thousand Dollars (\$24,000).

ARTICLE 5. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

HILDALE CITY
320 E. NEWELL AVENUE
PO BOX 840490
HILDALE, UTAH 84784

Invoices shall be submitted monthly based on the prior month's effort and are due and payable within (30) thirty days.

SUNRISE ENGINEERING

FEE SCHEDULE

EXHIBIT A

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$99	451	Training Specialist I	\$130
102	Engineer Intern (E.I.T.) II	\$108	456	Training Manager	\$156
103	Engineer III	\$139	460	Training Director	\$180
104	Engineer IV	\$163	500	Funding Specialist	\$129
105	Engineer V	\$183	510	Plan Reviewer	\$115
110	Principal Engineer	\$199	511	Building Inspector I	\$68
121	Electrical Engineer Intern (E.I.T.) I	\$117	512	Building Inspector II	\$91
122	Electrical Engineer Intern (E.I.T.) II	\$132	513	Building Inspector III	\$113
123	Electrical Engineer III	\$149	525	Building Official	\$132
124	Electrical Engineer IV	\$170	601	GIS Tech	\$71
125	Electrical Engineer V	\$195	602	GIS Tech II	\$82
126	Principal Electrical Engineer	\$208	611	GIS Specialist I	\$103
301	Engineering Tech I	\$79	613	GIS Analyst	\$118
302	Engineering Tech II	\$95	614	GIS Programmer	\$103
303	Engineering Tech III	\$109	615	GIS Team Leader	\$134
304	Engineering Tech IV	\$135	51	Administrative I	\$45
311	Electrical Tech I	\$91	52	Administrative II	\$59
312	Electrical Tech II	\$103	53	Administrative III	\$74
313	Electrical Tech III	\$122	96	Public Information Manager	\$118
314	Electrical Tech IV	\$134	705	Planner V	\$140
315	Electrical Tech V	\$147	712	Project Manager II	\$178
351	Construction Observer I	\$69	723	Water Rights Specialist III	\$129
352	Construction Observer II	\$85	921	Survey Tech	\$80
353	Construction Observer III	\$99	930	Survey CAD Tech	\$125
354	Construction Observer IV	\$115	935	One Man Survey Crew	\$150
401	CAD Drafter I	\$69	940	Survey Manager	\$160
402	CAD Drafter II	\$79	945	Registered Surveyor	\$170
403	CAD Drafter/Designer III	\$99	950	Principal Surveyor	\$185
404	CAD Drafter/Designer IV	\$110			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions.

Base 01-2021