



11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | Fax: 435.652.8416

WORK RELEASE NO. 2024-2

Hildale Wastewater Master Plan Update 2024

Hildale City
320 E Newell Avenue
Hildale, UT 84784

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2024-2 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

CLIENT:	<u>Hildale City</u>	ENGINEER:	<u>Sunrise Engineering, LLC</u>
By:	<u></u>	By:	<u></u>
Date:	<u></u>	Date:	<u>November 25, 2024</u>
Name:	<u>Jerry Postema</u>	Name:	<u>Joe Phillips, PE</u>
Title:	<u>Director</u>	Title:	<u>Vice President</u>

WORK RELEASE NO. 2024-2

This Work Release is entered into by and between Hildale City (CLIENT) and Sunrise Engineering, LLC (ENGINEER) pursuant to Article 1 of the parties' Agreement for Engineering and Technical Services, dated November 12, 2013, hereinafter referred to as the "Agreement".

RECITAL

Pursuant to the Agreement, CLIENT and ENGINEER desire to identify certain engineering and/or technical services to be performed by ENGINEER. Such services are hereinafter referred to as ENGINEER's "Services" or "Scope of Services", and the assumptions, terms, conditions, promises and obligations of ENGINEER's Services are as described in this Work Release; furthermore, the terms, conditions, promises and obligations of the Agreement are incorporated by reference into this Work Release.

CLIENT's project for which ENGINEER's Services are being retained is the "Relevant Project" as defined in the Agreement and summarized in Article 1: Background Information. The Relevant Project is generally referred to herein as "project" or "the project".

ARTICLES

It is agreed that ENGINEER will perform the following Services:

1. BACKGROUND INFORMATION

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

1. Relevant Project Name: **Hildale Wastewater Master Plan Update 2024**
2. Study Location: **Hildale, Washington County, Utah**
3. Summary of Study Objective: **Hildale City desires to update the Wastewater Master Plan including updated Impact Fee Facilities Plan and Impact Fee Certification. Included in this update will be evaluation of the entire sanitary sewer system for the service area including Hildale City, the Town of Colorado City, effluent from Centennial Park and Colorado City Municipal Airport to the system through the Centennial Park lift station, and potential future effluent from Apple Valley to the system through potential Apple Valley lift station(s).**
4. Funding Sources: **CLIENT intends to apply to the Utah Department of Environmental Quality and the Arizona Department of Environmental Quality.**
5. Relevant Studies, Reports, Plans: ***Wastewater Master Plan, Impact Fee Facilities Plan, & Impact Fee Analysis 2016* dated June 21, 2016; Documents related to Centennial Park Development, Wastewater Transmission & Treatment Facilities Project 2001.**
6. Report Format Standards: **ENGINEER's Document Standards**
7. Anticipated Deliverables: **Report entitled *Wastewater Master Plan, Impact Fee Facilities Plan, & Impact Fee Analysis Update 2024*.**
8. Project Assumptions: **Centennial Park installs and maintains its own collection lines. Capacity analysis will not include the Centennial Park collection lines and will begin at the outfall to CLIENT's system.**

2. SCOPE OF SERVICES

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

1. Management of Engineering Services

- a) All phases of ENGINEER's services will include management of ENGINEER's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Develop and submit an engineering services schedule.
 - ii) Coordinate services within ENGINEER's internal team, including subconsultants.
 - iii) Prepare and submit regular engineering services progress reports to CLIENT.
 - iv) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to ENGINEER's services.
 - v) With respect to ENGINEER's services and other directly relevant parts of the project, prepare for and participate in periodic progress meetings with CLIENT; and
 - vi) Prepare agendas prior to and minutes following meetings conducted by ENGINEER.

2. Funding Administration Phase

- a) Upon authorization by CLIENT, ENGINEER will:
 - i) Communicate with the Utah Department of Environmental Quality (UDEQ) and Arizona Department of Environmental Quality (ADEQ) to review the potential project funding opportunity.
 - ii) In CLIENT's behalf, prepare an application to UDEQ & ADEQ for funding of the project, including supporting documentation.
 - iii) If required, attend one UDEQ and one ADEQ meeting to support CLIENT's efforts to secure project funding. It is assumed that all funding-related meetings will be virtual.
 - iv) Advise CLIENT in CLIENT's efforts to secure and administer project funding.
 - v) If preliminary communications with UDEQ and ADEQ suggest that funding for the project is unlikely through either agency, CLIENT may direct ENGINEER to pursue alternative funding.
 - vi) CLIENT recognizes that funding for the project through one of the public funding agencies identified herein is not guaranteed.
- b) If the public funding agency to which ENGINEER applies on the CLIENTS's behalf declines to fund the project or funding terms are not deemed by the CLIENT to be in its best interest, CLIENT may self-fund the project, coordinate with ENGINEER to reduce project Scope of Services and Compensation or suspend or terminate ENGINEER's services for convenience.

3. Study or Report Phase

- a) Upon authorization by CLIENT, ENGINEER will:
 - i) Review and assess available, relevant project information and data, including pertinent reports or studies and related instructions from CLIENT.
 - (1) Based on review and assessment of available information and data, advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to ENGINEER additional information.
 - ii) Visit the site as needed to perform the Study or Report Phase.
 - iii) **Perform or provide the following Study or Report Phase tasks or deliverables:**
 - (1) **Gather and Review Data**
 - (a) Review prior & related studies.
 - (b) Review existing rate & impact fee ordinances.
 - (c) Receive & review anecdotal information from CLIENT.
 - (d) Identify known system needs & project priorities.
 - (2) **Prepare a System Analysis**
 - (a) Update project base map
 - (i) Incorporate compiled GIS data
 - (ii) Incorporate existing maps (as provided by the CLIENT)
 - (iii) Apply current land use & density plans
 - (iv) Gather and incorporate publicly available digital contour data

- (b) Update growth rate estimates to be used for future population projections. Project population for a 20-year wastewater system design.
- (c) Evaluate hydraulic capacity of the existing trunk lines based on estimated invert elevations and any identified problem areas in the collection system.
- (d) Evaluate the hydraulic capacity of the wastewater treatment facility.
 - (i) Provide recommendations for the existing and future capacity of the wastewater treatment facility
 - (1) Evaluate existing hydraulic capacity of wastewater treatment facility and address existing concerns
 - (2) Evaluate future hydraulic capacity of wastewater treatment facility for 20-year horizon
 - (3) Discuss options, costs, and environmental impacts for wastewater reuse
 - (4) Identify treatment improvement alternatives and recommend facility improvements
- (e) Analyze drainage basins/zones from previous master plan
 - (i) Review growth areas since previous master plan
 - (ii) Review current growth projections.
 - (iii) Adjust delineations as needed.
- (f) Analyze capacity of gravity collection system.
 - (i) Update wastewater model and run model to update capacity requirements.
- (g) Inflow and Infiltration Analysis (I&I)
 - (i) Walk the sewer line alignments in areas of suspected I&I to provide visual inspection of surface improvements.
 - (ii) Identify manholes or cleanouts that may be in low drainage areas or otherwise collecting I&I.
 - (iii) This scope includes surface observation only and does not include in-pipe inspections such as camera, dyes, smoke, etc.
- (3) Prepare Capital Improvements Analysis for proposed development in Centennial Park
 - (a) Analyze lift station capacity
 - (i) Review impacts of proposed 100-unit development
 - (ii) Review impacts of anticipated growth
 - (iii) Determine immediate and future lift station capacity requirements
 - (b) Analyze force main capacity
 - (i) Review impacts of proposed 100-unit development
 - (ii) Review impacts of anticipated growth
 - (iii) Determine immediate and future force main capacity requirements
 - (c) Analyze capacity of gravity main between force main and lagoons
 - (d) Analyze capacity of lagoons
 - (i) Review impacts of proposed 100-unit development
 - (ii) Review impacts of anticipated growth
 - (iii) Determine immediate and future lagoon capacity requirements
- (4) Develop Recommended System Improvements Plan
 - (a) Provide recommendations for improvements of the system for 20-year horizon.
- (5) Prepare Financial Analysis
 - (a) Prepare opinions of probable cost for recommended improvements.
 - (b) Prepare a 20-year cash flow analysis.
 - (c) Evaluate the existing sewer rate structure.
 - (i) Recommend a rate structure adjustment if necessary.
 - (d) Recommend a possible financing plan for recommended improvements.
 - (e) Recommend an annual rate increase if appropriate.

- (6) Develop Engineer's Opinion of Probable Cost for Operations and Maintenance costs resulting from the collection and treatment of flows from the Centennial Park collection zone.
- (7) Review Ordinances Related to the Sewer System
 - (a) Recommend modifications to or additions to ordinances.
 - (b) Recommend pretreatment ordinance.
- (8) Prepare Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) compliant with Utah's and Arizona's Impact Fees Acts.
 - (a) Base the IFFP and IFA on a 10-year planning horizon.
 - (b) Establish an existing Level of Service.
 - (c) Establish a proposed Level of Service.
 - (d) Identify improvements required to support new growth; differentiate project improvements and system improvements as defined by the Impact Fees Acts.
 - (e) Calculate the maximum allowable Impact Fee.
 - (i) Include capital and overhead costs for new improvements.
 - (ii) Include existing excess capacity and debt service.
 - (iii) Include necessary property acquisitions.
 - (iv) Include financing costs.
 - (v) Include study costs.
 - (f) Calculate Impact Fees specific to residential units, commercial units, and short-term rental units.
 - (g) Provide an Impact Fee Certification.
 - (h) Provide a Lay Person Summary.
- (9) Prepare Final Report
 - (a) Develop a draft report presenting background, methodology, findings, conclusions & recommendations.
 - (b) **The draft and final report will be delivered to CLIENT in .PDF format.**
- iv) Furnish the Study or Report Phase deliverables to CLIENT, review the deliverables with CLIENT, and receive CLIENT's comments.
- v) Revise the Study or Report Phase deliverables in response to CLIENT's comments, as appropriate, and submit revised deliverables to CLIENT.
- vi) Present the final Study or Report Phase deliverables to CLIENT's governing and advisory bodies per CLIENT's request.
- b) ENGINEER's services under the Study or Report Phase will be considered complete on the date when ENGINEER has delivered to CLIENT the final Study or Report Phase deliverables, as revised.

3. ADDITIONAL SERVICES

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

1. Additional Services Requiring CLIENT's Written Authorization

- a) If authorized in writing by CLIENT, ENGINEER will perform or furnish Additional Services of the types listed below. ENGINEER shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from CLIENT.
 - i) Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided in the Scope of Services.
 - ii) Preparation or review of environmental assessments and impact statements and assistance to or on behalf of CLIENT in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

- iii) Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT or others.
- iv) Services resulting from significant changes in the scope, extent, or character of the portions of the project designed, specified, studied or evaluated by ENGINEER, or the project's requirements, including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, drawings, specifications, or construction contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this Work Release or are due to any other causes beyond ENGINEER's control.
- v) Services required due to CLIENT's providing incomplete or incorrect project information to ENGINEER.
- vi) Providing renderings or models for CLIENT's use, including development, management, and other services.
 - (1) Undertaking investigations and studies not specified in the Scope of Services.
- vii) Furnishing the services of ENGINEER's subconsultants for tasks other than those identified in the Scope of Services.
- viii) Preparing for, coordinating with, participating in, and responding to structured independent review processes except where specified in the Scope of Services.
- ix) Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, CLIENT in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the project (but not including disputes between CLIENT and ENGINEER).
- x) To the extent the project is subject to laws and regulations governing public or government records disclosure or non-disclosure, compliance with such laws and regulations.
- xi) Other additional services performed or furnished by ENGINEER not otherwise provided for in this Work Release.

4. CLIENT'S RESPONSIBILITIES

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

1. CLIENT's General Responsibilities

- a) CLIENT will examine alternative solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER and render in writing timely decisions pertaining thereto.
- b) CLIENT will give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of ENGINEER's services.
 - ii) The presence at the site of any constituent of concern or hazardous material.
- c) CLIENT will advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services regarding the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- d) CLIENT will primarily communicate with any of ENGINEER's subconsultants through ENGINEER and will promptly inform ENGINEER of the substance of any communications between CLIENT and ENGINEER's subconsultants and will refrain from directing the services of ENGINEER's subconsultants.
- e) CLIENT will authorize ENGINEER to provide Additional Services as required.

2. Project Information

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide ENGINEER with information and data needed by ENGINEER for the performance of the Scope of Services, including CLIENT's design objectives and constraints, space, capacity, and performance requirements,

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

3. **CLIENT-Furnished Services**

- a) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will acquire or arrange for acquisition of the site(s) and any temporary or permanent rights of access, easements, or property rights needed for the project.
- b) Except where included in the Scope of Services to be performed by ENGINEER, CLIENT will provide, obtain, or arrange for all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the project.

5. **COMPENSATION**

CLIENT shall compensate ENGINEER for ENGINEER's performance of the Scope of Services as hereunder described:

1. **Table of Compensation**

Phase/Task/Deliverable	Reference	Amount	Basis of Compensation	Notes
Funding Administration	2.2	\$9,500	Hourly Rates	
Study or Report Phase Centennial Park	2.2	\$46,000	Lump Sum	
Study or Report Phase HCCU System	2.2	\$34,000	Lump Sum	
User Rate HCCU	2.2	\$7,500	Lump Sum	
IFFP & IFA – Hildale	2.2	\$5,400	Lump Sum	
IFFP & IFA – Colorado City	2.2	\$5,400	Lump Sum	
Total	-	\$107,800	-	Total does not include meetings
Conduct Client Progress Meeting	2.2	\$1,300	Lump Sum	Per meeting
Attend Council/Board Meeting	2.2	\$1,500	Lump Sum	Per meeting
Additional Services	3.1	\$0	Hourly Rates	

2. **Lump Sum Basis of Compensation**

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for the lump sum amounts identified by Phase/Task/Deliverable in the Table of Compensation.
- b) Lump sum fees include compensation for ENGINEER's services and services of ENGINEER's subconsultants, if any. Appropriate amounts have been incorporated in the lump sum amounts to account for labor costs, overhead, profit, and expenses.
- c) The portion of the lump sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total lump sum Phase/Task/Deliverable services performed during the billing period.

3. **Hourly Rates Basis of Compensation**

- a) CLIENT shall compensate ENGINEER for performance of the Scope of Services for an amount equal to the hours charged to the hourly rate Phase/Task/Deliverables by ENGINEER's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee schedule.
- b) Compensation items and totals based in whole or in part on hourly rates are estimates for planning purposes.

- c) The hourly rates and fees charged by ENGINEER constitute complete compensation for ENGINEER's services, including labor costs, material expenses, overhead, and profit.
- d) ENGINEER may alter the distribution of compensation between individual hourly rate Phase/Task/Deliverables identified in the Table of Compensation to be consistent with services rendered, but compensation will not exceed the total estimated compensation amount unless approved by CLIENT.

4. Estimated Compensation Amounts

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

5. Billing Schedule

- a) Invoices will be submitted no more than once monthly, unless otherwise agreed to by CLIENT and ENGINEER. Invoices are due and payable within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services to CLIENT.

6. EXHIBITS

Attached hereto and incorporated into the assumptions, terms, conditions, promises and obligations of this Work Release are the following Exhibit(s): Fee Schedule, Reimbursable Expense Schedule.

SUNRISE ENGINEERING

FEE SCHEDULE*

<u>Labor Code</u>	<u>Work Classification</u>	<u>Hourly Rate</u>	<u>Labor Code</u>	<u>Work Classification</u>	<u>Hourly Rate</u>
53	Administrative III	\$104	109	Engineer VII	\$221
100	Engineer Student Intern	\$109	110	Principal Engineer	\$249
101	Engineer Intern (EIT) I	\$123	500	Funding Specialist	\$156
102	Engineer Intern (EIT) II	\$137	601	GIS Tech	\$90
103	Engineer Intern (EIT) III	\$151	602	GIS Tech II	\$110
104	Engineer III	\$165	611	GIS Specialist I	\$135
105	Engineer IV	\$179	613	GIS Analyst	\$165
106	Engineer V	\$193	614	GIS Programmer	\$175
107	Senior Engineer	\$235	615	GIS Team Leader	\$180
108	Engineer VI	\$207			

REIMBURSABLE EXPENSE SCHEDULE*

<u>Expense</u>	<u>Rate</u>
Mileage	\$0.67/Mile
Per Diem	\$59/Day

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

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

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

STG 01-2025