

HANSEN, ALLEN & LUCE, INC.
ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT (this "AGREEMENT") is made and entered into as of the 19th day of January, 2016, by and between Tooele County ("CLIENT") and HANSEN, ALLEN & LUCE, INC., a Utah corporation ("HAL"), who agree as follows:

1. PROJECT. CLIENT desires to engage HAL to provide engineering, technical, and other services as described below in connection with CLIENT'S project (the "PROJECT"). The PROJECT is described as follows: Waste Water Master Plan

The site of the PROJECT (the "PROJECT SITE") is located as follows: Tooele County

2. SCOPE OF SERVICES. HAL shall provide certain specified services (the "SERVICES") on the PROJECT in accordance with this AGREEMENT, the Hansen, Allen & Luce, Inc. Standard Terms and Conditions ("STANDARD TERMS") attached hereto as Exhibit A, and the Scope of Services ("SCOPE OF SERVICES") attached hereto as Exhibit B. HAL shall not be responsible to provide any services not expressly contained in the STANDARD TERMS or the SCOPE OF SERVICES.

3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis with a not to exceed budget of \$120,000 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit C. However, due to current funding limits, HAL will limit work to the available budget of \$25,000 until additional funding is available. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with this AGREEMENT and FEE SCHEDULE.

4. SCHEDULE. SERVICES will be completed within 300 calendar days following written authorization from the CLIENT to HAL to proceed.

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

6. CLIENT has read and understood the terms and conditions set forth on this AGREEMENT, the STANDARD TERMS, and all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of this AGREEMENT.

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

CLIENT: Tooele County

By: [Signature]

Its: Commissioner

Attest: Stacey G. Mayhew

HANSEN, ALLEN & LUCE, INC.

By: [Signature]

Its: Associate

Attest: Marvin E. Allen

Its: President

STATE OF: UTAH
COUNTY OF: TOOELE

Sworn to (or affirmed and subscribed before me this 21 day of Jan, 2016, by [Signature]

Stacey G. Mayhew Notary Public's Signature
Stacey G. Mayhew Notary Name

Personally Known _____ OR
Type of Identification Produced VIDE/DID

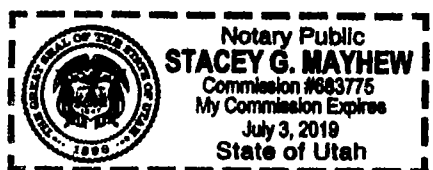


EXHIBIT A
HANSEN, ALLEN & LUCE, INC.
STANDARD TERMS AND CONDITIONS

The standard terms and conditions set forth herein are attached to and made a part of the Engineering Services Agreement (the "AGREEMENT") between Hansen, Allen & Luce, Inc. ("HAL"), a Utah corporation and CLIENT (as defined in the AGREEMENT).

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

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

ARTICLE 2. BILLING. Unless otherwise expressly provided in the AGREEMENT, billings will be based on actual accrued time, costs and expenses. CLIENT agrees to pay invoices upon receipt. If payment is not received by HAL within 30 days of the invoice date, the amount due shall bear interest at a rate of 1.5 percent per month (18 percent per annum), before and after judgment and CLIENT shall pay all costs of collection, including without limitation reasonable attorneys' fees (provided, however, if interest provided in this ARTICLE 2 exceeds the maximum interest allowed under any applicable law, such interest shall automatically be reduced to the maximum interest allowable by applicable law). If CLIENT has any objection to any invoice or part thereof submitted by HAL, CLIENT shall so advise HAL in writing, giving CLIENT's reasons, within 14 days of receipt of such invoice. Payment of the invoice shall constitute final approval of all aspects of the work performed to date as well as the necessity thereof. If the PROJECT or the AGREEMENT is terminated in whole or part prior to the completion of the SERVICES, then HAL shall be paid for work performed prior to HAL's receiving or issuing written notice of such termination and in addition HAL shall be reimbursed for any and all expenses associated with the termination of the PROJECT or the AGREEMENT, including without limitation any "shut-down" costs.

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

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

ARTICLE 5. DOCUMENTS. CLIENT shall furnish, or cause to be furnished, such reports, data, studies, plans, specifications, documents and other information deemed necessary by HAL for the proper performance of the SERVICES. HAL shall be entitled to rely upon documents provided by the CLIENT in performing the SERVICES. All documents provided by CLIENT shall remain the property of CLIENT; provided, that HAL shall be permitted at HAL's discretion to retain copies of such documents for HAL's files. All documents prepared by HAL in connection with the performance of the SERVICES, including but not limited to drawings, specifications, computer files, reports, field notes, laboratory test data, calculations, estimates, and other documents and instruments shall remain the exclusive property of HAL. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for by CLIENT, will be returned to HAL upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by HAL pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without HAL's prior written permission. If CLIENT has used or uses any portion of HAL's work without HAL's consent, CLIENT shall indemnify and save HAL harmless from any and all claims arising from or relating to, in any way, such unauthorized use.

ARTICLE 6. OPINIONS REGARDING COST. In providing opinions of probable construction cost, the CLIENT understands that HAL has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of HAL's qualifications and experience. HAL makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

ARTICLE 7. INDEMNITY. HAL hereby agrees to indemnify and hold harmless CLIENT and CLIENT's officers, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by any negligent acts, errors or omissions of HAL or HAL's consultants or subconsultants of any tier, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES. CLIENT hereby agrees to indemnify and hold harmless HAL and HAL's consultants and subconsultants of any tier and their officers, directors, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's other consultants or contractors, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES.

HANSEN, ALLEN & LUCE, INC.
STANDARD TERMS AND CONDITIONS (cont.)

ARTICLE 8. ENGINEER LIABILITY. HAL maintains worker's compensation and employer's liability insurance for HAL personnel, as may be required by state law. HAL also maintains liability and auto liability insurance as required by state law. HAL also maintains professional liability insurance. A Certificate of Insurance evidencing the coverage currently held by HAL may be supplied upon written request by CLIENT.

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

ARTICLE 9. FORCE MAJEURE. HAL is not responsible for damages or delays in performance caused by factors beyond HAL's control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of HAL's services or work product promptly, or delays cause by faulty performance by CLIENT or by contractor(s) or any level. When such delays beyond HAL's reasonable control occur, the CLIENT agrees HAL is not responsible for damages, nor shall HAL be deemed to be in default of this AGREEMENT.

ARTICLE 10. CORPORATE PROTECTION. It is intended by the parties to this AGREEMENT that HAL's professional services in connection with the project shall not subject HAL's individual employees, officers or directors to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HAL, a Utah corporation, and not against any of HAL's employees, officers or directors.

ARTICLE 11. EXTENSION OF PROTECTION. The CLIENT agrees to extend any and all liability limitations and indemnifications provided by the CLIENT to HAL to those individuals and entities HAL retains for performance of the services under this AGREEMENT, including but not limited to HAL's officers and employees and their heirs and assigns, as well as HAL's subconsultants and their officers, employees, heirs and assigns.

ARTICLE 12. STANDARD OF CARE. The SERVICES will be performed in accordance with generally accepted engineering principles and practices existing at the time of performance for the locality where the SERVICES were performed.

ARTICLE 13. GOVERNING LAW. The CLIENT and HAL agree that all disputes arising out of or in any way connected to this AGREEMENT, its validity, interpretation and performance and remedies for breach of contract, or any other claims related to this AGREEMENT shall be governed by the laws of the State of Utah.

ARTICLE 14. MEDIATION. In an effort to resolve any conflicts that arise during the design or construction of the PROJECT or following the completion of the PROJECT, the CLIENT and HAL agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

ARTICLE 15. LEGAL ACTION. All legal actions by either party against the other arising from the AGREEMENT, or for the failure to perform in accordance with the applicable standards of care provided in the AGREEMENT, or for any other cause of action, shall be barred 2 years from the date the claimant knew or should have known of its claim; provided, however, no legal actions shall be asserted by CLIENT or HAL after 4 years from the date of substantial completion of the SERVICES.

ARTICLE 16. LITIGATION ASSISTANCE. The SCOPE OF SERVICES does not include costs of HAL for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of HAL except for suits or claims between the parties to the AGREEMENT will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this AGREEMENT, unless and until otherwise required by a court or arbitrator.

HANSEN, ALLEN & LUCE, INC.
STANDARD TERMS AND CONDITIONS (cont.)

ARTICLE 17. CHANGES. CLIENT may make or approve changes by written change order within the SCOPE OF SERVICES. CLIENT shall pay any additional costs of such changes at the rates set forth in the current FEE SCHEDULE.

ARTICLE 18. TERMINATION. Either the CLIENT or HAL may terminate this AGREEMENT at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The CLIENT shall within thirty (30) calendar days of termination pay HAL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this AGREEMENT.

ARTICLE 19. SURVIVAL. All obligations arising prior to the termination of the AGREEMENT and all provisions of the AGREEMENT allocating the responsibility or liability between CLIENT and HAL shall survive the completion of the SERVICES and the termination of the AGREEMENT.

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

ARTICLE 21. INTEGRATION. The AGREEMENT and all the exhibits and attachments thereto constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by all parties thereto.

ARTICLE 22. CONTRACTOR AND JOB-SITE SAFETY. If contractor(s) are involved in the PROJECT, HAL shall not be responsible for the supervision or direction of any contractor or its employees or agents, and CLIENT shall so advise the contractor(s). Neither the professional activities of HAL, nor the presence of HAL or his or her employees and subconsultants at a construction site, shall relieve the contractor(s) and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HAL and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. HAL shall not be responsible for job or site safety on the PROJECT or at the PROJECT SITE, and HAL shall not have the right or obligation to stop the work of any contractor or other person at the PROJECT SITE. The CLIENT agrees that the contractor(s) are solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the contractor(s). The CLIENT also agrees that CLIENT, HAL and HAL's consultants shall be indemnified and shall be made additional insureds under the contractor(s) general liability insurance policy.

ARTICLE 23. NO SUPERVISION OR REPORTING DUTIES. HAL shall not, under any circumstances, assume control of or responsibility for the PROJECT SITE or the persons operating on the PROJECT SITE nor shall HAL be responsible for reporting to any federal, state or local agencies any conditions at the PROJECT SITE that may present potential dangers to public health, safety or the environment. CLIENT shall promptly notify the appropriate federal, state or local agencies, or otherwise disclose, any information that may be necessary to prevent any danger to health, safety or the environment, in accordance with applicable law and in a timely manner.

ARTICLE 24. SHOP DRAWING REVIEW. HAL shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose for checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. HAL's review shall be conducted with reasonable promptness while allowing sufficient time in HAL's judgment to permit adequate review. Review of a specific item shall not indicate that HAL has reviewed the entire assembly of which the item is a component. HAL shall not be responsible for any deviations from the Construction Documents not brought to the attention of HAL in writing by the Contractor. HAL shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

ARTICLE 25. HAZARDOUS MATERIALS. As used in this AGREEMENT, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the PROJECT SITE

ARTICLE 26. HAZARDOUS MATERIALS - SUSPENSION OF SERVICES. Both parties acknowledge that HAL's SCOPE OF SERVICES does not include any services related to the presence of any hazardous or toxic

HANSEN, ALLEN & LUCE, INC.
STANDARD TERMS AND CONDITIONS (cont.)

materials. In the event HAL or any other party encounters any hazardous or toxic materials, or should it become known to HAL that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HAL's services, HAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

ARTICLE 27. HAZARDOUS MATERIALS INDEMNITY. The CLIENT agrees, notwithstanding any other provision of this AGREEMENT, to the fullest extent permitted by law, to indemnify and hold harmless HAL, its officers, partners, employees and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorney's fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, or about or adjacent to the PROJECT SITE, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of HAL.

SCOPE OF WORK

TOOELE COUNTY WASTE WATER MASTER PLAN

PROJECT UNDERSTANDING

Tooele County has been experiencing growth and expects growth pressures to continue. This growth in the incorporated and higher density areas have thus far been addressed by the individual municipalities and service districts, who have developed local waste water systems. Due to the low population density and rural nature of Tooele County, the unincorporated areas have principally obtained water from small on-site wells. Waste water disposal has been provided by on-site wastewater disposal systems (septic systems).

With growth, the number of septic systems has been increasing. This increased septic density is a concern to the County since it may lead to the degradation of groundwater quality. Degraded groundwater is a significant health concern since the groundwater is the predominant supply of drinking water in the Tooele Valley, for both public and private water systems.

As a result of the concern about waste water, groundwater quality and drinking water supplies, Tooele County is moving forward with a wastewater master plan for the northern portion of the County; the area facing the largest and most immediate growth pressures. Hansen, Allen and Luce, Inc. (HAL) is pleased to prepare the waste water master plan study.

WORK PLAN

HAL has developed a work plan for preparation of the master plan requested by Tooele County. While our work plan includes the approach and methodologies that appear to best match the County's needs at this time, we invite the County to identify additional or different issues that we can incorporate in the final work plan.

Tooele County has identified the need to plan for three time frames: Short term (0 - 5 years), Medium Term (5-15 years) and Long Term (>15 years). These time frames are important in that they allow the County to address the immediate needs while planning funding and infrastructure for the future.

TASK 100 COORDINATION, LITERATURE REVIEW AND POPULATION GROWTH ESTIMATION

Activities:

101. **Project Start-up Meeting** with Tooele County representatives to review the scope of work, project goals and schedule.

102. **Coordination and communication** with Tooele County Representatives including phone calls and emails (meetings are listed individually under other tasks).
103. **Review existing available studies** which address water supply, water quality and waste water issues in the Tooele Valley. Available studies include: 1) the studies provided by Tooele County with the RFP, 2) the studies prepared by HAL for water and waste water development in the Tooele and Rush Valleys, 3) the existing USGS studies on the Tooele Valley and Rush Valley (A cursory review of Rush Valley is warranted due to the interaction between the two valleys), 4) existing studies prepared by the State of Utah which address water quality, supply and the suspected nitrate contamination in the Tooele Valley, 5) Tooele County Ordinances, 6) Existing waste water or waste water collection system master plans for existing entities, 7) Other studies identified during the literature research and review.
104. **Prepare a population and growth estimate** for the study area. This will be based on existing census data, data from the Utah Governors' Office of Management and Budget, data provided by Tooele County and other sources identified during the study. The population estimate will address the different study time frames and will weigh the populations around identified expected growth areas.

Output:

- Population and growth estimates for three time frames and growth areas
- Memo summarizing available information

TASK 200 WASTE WATER MASTER PLAN EVALUATION

Activities:

201. **Prepare GIS Database** of land use data, planning and zoning information, expected population densities, septic tank locations, delineated area of environmental significance, waste water loading sub-basins and other data identified during the study.
202. **Prepare wastewater volume and flowrate loading projections.** Estimates will be provided for multiple use zones within the County. Estimates will be prepared for existing conditions, and short, medium and long term growth projections.
203. **Prepare septic tank density study.** Evaluate current loading predictions, septic tank densities, density standards and estimated groundwater capacities. Existing assumptions and existing recommendations will be reviewed in comparison with recent standards and data. A separate report will be produced.
204. **Evaluate the continued use of existing waste water lagoons and provide technology guidance.** HAL's sub-consultant, Water Works Engineers, has considerable specialization in the design and operation of sewer lagoons and waste

water treatment systems. Water Works will evaluate existing lagoon systems based on available existing studies and provide recommendations for continued use. Water Works Engineers will also provide recommendations and planning guidance for the types of waste water treatment technology that will be most applicable for Tooele County in the future.

205. **Perform preliminary environmental review.** Review existing databases and reports to address environmental issues. Field work will not be performed.
 - a. Water quality
 - b. Anticipated groundwater level
 - c. Designated special flood hazard areas
 - d. Wetlands
 - e. Endangered Species
 - f. Identification of possible environmental impacts
 - g. Mitigation

206. **Conduct meetings with stakeholders**
 - a. Tooele City
 - b. Grantsville City
 - c. Stansbury Park Improvement District
 - d. SLC Tooele Valley Airport
 - e. Oquirrh Mountain Water Company
 - f. Kennecott Utah Copper
 - g. Erda Acres

207. **Prepare alternative waste water collection system schematic layouts** which address collection, and pumping, if applicable, for the medium and long term time frames. Prepare waste water hydraulic models for alternatives.

208. **Perform analysis of waste water collection alternatives.** Analysis will include hydraulic modeling of the waste water collection system alternatives and synthesis of collected data to identify the preferred alternative(s).

209. **Prepare cost estimates of alternatives.** Cost estimates will be based on the costs of recent construction with typical multipliers for design, administration and contingency.

210. **Conduct a meeting with Tooele County to discuss alternatives**

211. **Develop a plan and criteria for transitioning** from only septic systems to medium and long range planning systems which may involve septic systems, waste water lagoons, local or regional waste water treatment plants or a valley wide waste water treatment plant. Expansion of existing waste water treatment plants will also be considered, as will other alternatives identified during the study. Water Works Engineers will provide

guidance on different treatment alternatives and the applicability of the alternatives to Tooele County.

212. **Review Energy Efficiency options** in general terms as it relates to well, pump station and water system planning. Infrastructure location planning is critical in minimizing unnecessary electrical consumption costs. Recommendations will be provided.
213. **Develop and propose land use regulations and policies** for the short, medium and long term time frames. The intent of the regulations and policies is to provide development guidance for the short term time frame scenario. This will facilitate additional development, if feasible, while protecting the groundwater resources. Criteria will be provided. For the medium term and long term time frame scenarios, policies are anticipated to provide criteria and guidance on how to transition between levels of service for each time frame and are anticipated to provide policies for operation once the time frames are reached.
214. **Conduct a meeting with Tooele County** to discuss alternatives and estimated costs, and to select preferred alternatives.
215. **Prepare draft waste water master plan report** and submit to Tooele County for review. Tooele County will review the plan and provide comments and/or additional items to be included in the report.
216. **Conduct a meeting with Tooele County** to discuss the draft report and receive comments.
217. **Prepare final waste water master plan report** and deliver to Tooele County.

Output:

- Septic Tank Density Study Report
- Tooele County - Waste Water Master Plan

SCHEDULE

We anticipate that we can complete the project within 300 day of receiving authorization to proceed. *If you would prefer an adjustment to this schedule, please contact us.*

ENGINEERING FEE

Hansen, Allen & Luces, Inc. (HAL) requests a professional “**not to exceed**” engineering budget of **\$120,000** to perform the services included in the scope of work. Charges to the project will be based on actual expenses in accordance with HAL’s Fee Schedule, a copy of which is attached. If less effort is required by HAL to accomplish the tasks than is anticipated, you will only be invoiced for the actual effort required.

ASSUMPTIONS

The Hansen, Allen & Luce, Inc. (HAL) Scope of Work and Engineering Hours have been developed and estimated assuming that the project will proceed in general conformance with HAL's proposal. As part of this Scope of Work, the following assumptions were made:

1. The master plan will be in accordance with the Tooele County RFP and shall cover the study area provided on the map included with the RFP.
2. The Tooele County GIS department will provide available GIS data to HAL at no cost.
3. The population will reach a maximum density according to the existing zoning.
4. No field work or flow studies will be performed. Loading rates will be based upon published studies, typical values, the State of Utah standards for wastewater loading and values from Tooele County communities.
5. Meetings will be limited to those specifically listed in the scope of work.
6. Up to three draft and three final reports will be provide as hard copies. A PDF copy will also be provided.
7. Computer software for water and groundwater modeling will be a software package currently owned by HAL.

STANDARD FEE SCHEDULE

September 2015 – August 2016

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel expenses directly related to the completion of the project, in accordance with the following:

Senior Managing Professional.....	\$172.00/hr
Managing Professional	\$147.50/hr
Senior Professional II	\$136.90/hr
Senior Professional I	\$128.30/hr
Professional III	\$116.70/hr
Professional II	\$105.10/hr
Professional I	\$99.20/hr
Professional Intern.....	\$89.60/hr
Engineering Student Intern.....	\$46.50/hr
Senior Designer	\$97.60/hr
Senior Field Technician	\$97.60/hr
Field Technician	\$77.80/hr
CAD Operator.....	\$77.80/hr
Secretary.....	\$58.90/hr
Professional Land Surveyor.....	\$110.00/hr
1 Man GPS Surveying Services – Surveying Technician.....	\$97.60/hr
1 Man GPS Surveying Services - PLS	\$130.00/hr
2 Man GPS Surveying Services - PLS	\$145.00/hr
Expert Legal Services	\$275.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction.....	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	\$35.00 per day
Vehicle	\$0.65 per mile
Outside consulting and services.....	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$130.00 per day
Data Logger/Transducer	\$125.00 per week

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and direct expense charges will occur in September of each year. Mileage rate changes are based on fuel prices.

HAL PROPOSAL SPREADSHEET

CLIENT: TOOELE COUNTY
PROJECT: WASTE WATER MASTER PLAN

Pha	Task #	Task Activity	Billing Period	Principal MEA	Manging Prof.	Sr Prof (I)	Sr Prof (II)	BD/MS/CJ/LN	Hours			Miles Travel	Direct Expense	Expense Cost	Total HAL Cost	Outside Expense	COMMENT
									Prof I	Prof II	Secretary						

HAENSEN
ALLEN
& LUCE
INC.

I COORDINATION, LITERATURE REVIEW AND POPULATION GROWTH

101	Startup meeting	6	4.4					6.6									
102	Coordination and communication	6	13.2					26.4						137.50			\$1,741.08
103	Review existing studies	1	4.4					26.4				220		457.60			\$6,115.12
104	Prepare a population and growth estimates	1	4.4					26.4						184.80			\$4,328.72
200	Quality Control (QC) / Quality Assurance (QA)	1	1.1					1.1	8.8					105.60			\$2,261.60
	SUBTOTAL HOURS/UNITS:		23.1	0	0	0	65.3	8.8	8.8	0	0	220		13.20			\$343.53

II WASTE WATER MASTER PLAN

201	Prepare GIS database	1	4.4					17.6	26.4					290.40			\$5,395.16
202	Prepare loading projections	1	3.3					13.2	26.4					237.60			\$5,012.04
203	Septic tank density study	1	3.3					104.5						646.80			\$14,621.75
204	Evaluate the continued use of WW lagoons, etc.	1	8.8					8.8						52.80			\$1,181.84
205	Preliminary environmental review	1	22.0					22.0	24.2					277.20			\$5,923.84
206	Conduct stakeholder meetings	1	33					33			1100			911.00			\$5,146.90
207	Prepare collection alternative layouts	1	44.0					44.0						528.00			\$11,368.00
208	Perform analysis of waste water collection alternatives	1	44.0					44.0						528.00			\$11,368.00
209	Prepare cost estimates of alternatives	1	4.4					4.4						943.20			\$7,222.80
210	Conduct a meeting with Tooele County	1	4.4					4.4						124.30			\$1,445.02
211	Plan transition from septic to future facilities	1	39.6					39.6						237.60			\$5,318.28
212	Review energy efficiency options	1	4.4					4.4						105.60			\$2,363.68
300	Quality Control (QC) / Quality Assurance (QA)	1	4.4					4.4						52.80			\$1,374.12
	SUBTOTAL HOURS/UNITS:		34.1	0	0	0	429	251.9	8.8	8.8	1320	0		52.80			\$1,374.12

TOTAL HOURS BY EMPLOYEE:

PHASE	TASK	Labor Costs	Direct Exp Cost	Subtotal	Subconsultant Costs	Subtotal
I	COORDINATION, LITERATURE REVIEW AND POPULATION G	\$13,891.35	\$898.70	\$14,790.05	\$0.00	\$14,790.05
II	WASTE WATER MASTER PLAN	\$90,820.95	\$5,200.80	\$96,021.75	\$9,200.00	\$105,221.75
III		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL:	\$104,712.30	\$6,099.50	\$110,811.80	\$9,200.00	\$120,011.80