

HANSEN, ALLEN & LUCE, INC.
ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT (this "AGREEMENT") is made and entered into as of the 1st day of August, 2018, by and between Tooele County ("CLIENT") and HANSEN, ALLEN & LUCE, INC., a Utah corporation authorized to do business in Utah ("HA&L"), who agree as follows:

1. **PROJECT.** CLIENT desires to engage HA&L to provide engineering, technical, and other services as described below in connection with CLIENT'S project (the "PROJECT"). The PROJECT is described as follows: Tooele Central Valley Water and Sanitary Sewer Regionalization Study.

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

2. **SCOPE OF SERVICES.** HA&L 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") as defined in Exhibit B. HA&L 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 HA&L for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis with a not to exceed budget of \$25,000 in accordance with the HA&L Standard Fee Schedule ("FEE SCHEDULE") attached to as Exhibit C. 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 HA&L in accordance with this AGREEMENT and FEE SCHEDULE.

4. **SCHEDULE.** SERVICES are anticipated to be completed within 60 calendar days following written authorization from the CLIENT to HA&L to proceed. However, HAL is not in control of the meeting schedules of stakeholders, which may necessitate additional time.

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 HA&L have executed this AGREEMENT as of the date first above written.

CLIENT: Tooele County

By: Wade B. Byrnes

Its: Commission Chair

Attest: Marilyn K. Hullett

Its: Clerk Auditor

HANSEN, ALLEN & LUCE, INC.

By: [Signature]

Its: Principal

Attest: [Signature]

Its: Principal

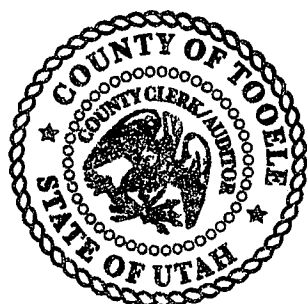


EXHIBIT A
HANSEN, ALLEN & LUCE, INC.
STANDARD TERMS AND CONDITIONS

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. ("HA&L"), 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 HA&L are limited to and shall be as set forth in the SCOPE OF SERVICES attached to the AGREEMENT as Task Orders.

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 HA&L 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 judgement 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 HA&L, CLIENT shall so advise HA&L 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 HA&L shall be paid for work performed prior to HA&L's receiving or issuing written notice of such termination and in addition HA&L 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 HA&L, 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 HA&L'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 HA&L for the proper performance of the SERVICES. HA&L 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 HA&L shall be permitted at HA&L's discretion to retain copies of such documents for HA&L's files. The CLIENT acknowledges HA&L's documents (including but not limited to data, reports, Drawings, Specifications, Record Drawings, and other deliverables) as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to HA&L. The CLIENT shall not reuse or make any modifications to the documents without prior written authorization of HA&L. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HA&L harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by the CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of HA&L.

CLIENT shall not rely in any way on any Document unless it is in printed form, signed or sealed by HA&L or one of its Consultants. A party may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving

electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

ARTICLE 6. OPINIONS REGARDING COST. In providing opinions of probable construction cost, the CLIENT understands that HA&L 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 HA&L's qualifications and experience. HA&L makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

ARTICLE 7. INDEMNITY. HA&L 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 HA&L or HA&L's consultants of any tier, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HA&L's SERVICES. CLIENT hereby agrees to indemnify and hold harmless HA&L and HA&L's consultants 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 HA&L's SERVICES.

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 amounts, limits, coverage, or conditions of the insurance held by HAL. 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 and liability (including without limitation attorney's fees, witness costs, courts costs, labor and direct expenses, losses and judgements) resulting from construction PROJECTS if HAL is not retained to perform construction phase services on the PROJECT, or for claims brought by third parties that are found to be without merit as to HAL. CLIENT shall have the right to investigate, negotiate and settle, with HAL's concurrence, any such suit or claim.

ARTICLE 8. INSURANCE.

- (A) HA&L shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "VII" or higher, or (ii) otherwise being acceptable to CLIENT with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.
- (1) Workers' Compensation Insurance: Statutory workers' compensation insurance. Such insurance shall also include employer's liability insurance in a limit of no less than \$1,000,000. No owner or officer may be excluded.
 - (2) General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, and independent contractors with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage, provided the general policy aggregate shall apply separately to HA&L on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit. HA&L shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion.
 - (3) Automobile Liability Insurance: Automobile liability insurance for HA&L's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of HA&L, with a \$1,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).
 - (4) Professional Liability Insurance: Professional liability insurance for HA&L's liability arising out of the rendering professional advice, including design and engineering work on the CLIENT's behalf in an amount not less than \$2,000,000 each claim, \$2,000,000 aggregate.
 - (5) Excess Liability Insurance: The amounts of insurance required in the foregoing subsections (1), (2), (3), (4), this subsection may be satisfied by HA&L purchasing coverage in the amounts specified or by any

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

combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above.

(B) **Evidence of Insurance:** On or before the effective date of each policy and on an annual basis at least 10 days prior to each policy anniversary, HA&L shall furnish the CLIENT with (1) certificates of insurance or binders, in a form acceptable to CLIENT, evidencing all of the insurance required by the provisions of this Article 8 and (2) a schedule of the insurance policies held by or for the benefit of HA&L and required to be in force by the provisions of this Article 8. Such certificates of insurance/binders shall be executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. Such certificates of insurance/binders shall identify underwriters, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Article 8. Upon request, HA&L will promptly furnish CLIENT with copies of all insurance policies, binders and cover notes or other evidence of such insurance relating to the insurance required to be maintained by HA&L.

ARTICLE 9. FORCE MAJEURE. HA&L is not responsible for damages or delays in performance caused by factors beyond HA&L'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 HA&L'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 HA&L's reasonable control occur, the CLIENT agrees HA&L is not responsible for damages, nor shall HA&L be deemed to be in default of this AGREEMENT.

ARTICLE 10. CORPORATE PROTECTION. It is intended by the parties to this AGREEMENT that HA&L's professional services in connection with the project shall not subject HA&L'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 HA&L, a Utah corporation, and not against any of HA&L'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 HA&L to those individuals and entities HA&L retains for performance of the services under this AGREEMENT, including but not limited to HA&L's officers and employees and their heirs and assigns, as well as HA&L's consultants 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 HA&L 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 HA&L 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 HA&L 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 HA&L 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 HA&L 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 HA&L 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 HA&L 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 HA&L 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 HA&L 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, HA&L 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 HA&L, nor the presence of HA&L or his or her employees and consultants 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. HA&L 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. HA&L shall not be responsible for job or site safety on the PROJECT or at the PROJECT SITE, and HA&L 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, HA&L and HA&L'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. HA&L shall not, under any circumstances, assume control of or responsibility for the PROJECT SITE or the persons operating on the PROJECT SITE nor shall HA&L 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. HA&L 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 of 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. HA&L's review shall be conducted with reasonable promptness while allowing sufficient time in HA&L's judgment to permit adequate review. Review of a specific item shall not indicate that HA&L has reviewed the entire assembly of which the item is a component. HA&L shall not be responsible for any deviations from the Construction Documents not brought to the attention of HA&L in writing by the Contractor. HA&L shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

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

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 HA&L's SCOPE OF SERVICES does not include any services related to the presence of any hazardous or toxic materials. In the event HA&L or any other party encounters any hazardous or toxic materials, or should it become known to HA&L that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HA&L's services, HA&L 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 HA&L, 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 HA&L.

SCOPE OF WORK

TOOELE COUNTY
TOOELE CENTRAL VALLEY WATER AND
SANITARY SEWER REGIONALIZATION STUDY

PROJECT UNDERSTANDING

Several parcels of land in Tooele County are being considered for development. The subject property includes about 900 acres and is located east of Sheep Land, adjacent to the Tooele County Desert Peak Sports Complex and the Utah Motor Sports Campus. The proposed development is expected to include commercial, light industrial and industrial properties.

The water and wastewater infrastructure needed by the proposed project have not been developed in this area of Tooele County. In order to support the project, water rights, sources, transmission and distributions systems need to be planned, designed and constructed. Waste water collection and conveyance are also required, as is acceptance of the wastewater at the wastewater treatment facility.

In support of the Working Group's evaluation, HAL proposes to provide conceptual analyses to provide the Working Group with a "30,000 foot level" perspective of the public infrastructure needs and related facility costs.

WORK PLAN

We have developed a work plan for the evaluation of the 900 acre development. The engineering analyses will address each of the scenarios described below (and in accordance with the additional detail provided in the request for proposals).

- | | |
|--------------------------|--|
| <u>Scenario No. 1</u> | 160 acres of entirely industrial and distribution facilities. |
| <u>Scenario No. 2</u> | 80 acres of industrial and distribution facilities and 80 acres of food processing. |
| <u>Buildout Scenario</u> | 820 acres of industrial and distribution facilities and 80 acres of food processing. |

TASK LIST

101. Communication, coordination and project management
102. Attend a kick-off meeting.
103. Review existing related literature, reports, master plans and data provided by each member of the working group.

EXHIBIT B

104. For each of the scenarios, estimate average day, peak day and peak instantaneous demand. Also, estimate water demand volumes, needed water rights, and storage volume.
105. Estimate wastewater hydraulic loading and peaking factors.
106. Develop a list of existing infrastructure owned by each Work Group organization that could potentially be used for support the development. It is assumed that each Work Group organization will provide information to HAL and indicate the relative portion of the infrastructure that may be used in support of the development.
107. Develop alternatives for water supply, water rights, transmission and distribution. It is generally assumed that the supply will come from facilities owned by Working Group organizations.

Preliminarily, it appears that the development's water demand will be significant. While transmission will likely require a significant investment, we anticipate that source and water rights will be the critical water supply issues. It may be advisable to share resource needs in this area. Also, water quality is expected to be poor in the immediate vicinity of the project. It is likely that the Work Group members will need to supply water from their existing sources or construct new sources in areas with high quality water.

108. Develop alternatives for collection, conveyance and treatment of wastewater.

For example, we know that wastewater treatment plants (WWTP) have been established by Grantsville City, Tooele City and Stansbury Park Improvement District. It will be important to identify available capacity at these facilities that can be dedicated to the development. It will also be necessary to identify whether lift stations, force mains and gravity lines to the Grantsville or Tooele City WWTPs are feasible or whether a gravity line to Stansbury Park is feasible.

109. Prepare cost estimates.
110. Attend a 50% progress meeting. Present results. Receive input from the Working Group representatives regarding prioritization and preferred alternatives.
111. Finalize water demand, hydraulic loading estimates, and cost estimates.
112. Prepare a technical memorandum summarizing methods, findings and recommendations.
113. Attend a project completion meeting to provide and discuss results and recommendations.

DELIVERABLES

1. Summary of existing infrastructure owned by each Working Group organization that could potentially be used to support the development.
2. Provide options for meeting the water demands and hydraulic loading requirements for each phase of development. Prioritization of the options will be provided.
3. Provide summaries by phase of required water rights, culinary water demand, storage volume, sanitary sewer hydraulic loadings for collection and treatment. Other typical factors may also be provided at the request of the Working Group.
4. Cost estimates will be provided for each option.

ASSUMPTIONS

The engineering cost estimate and schedule are based on the following assumptions:

1. Three scenarios will be evaluated as provided in the request for proposal.
2. For the wastewater evaluation, it is assumed that only hydraulic loading values need to be addressed. It is assumed that each business in the development will provide its own pre-treatment program to allow the direct discharge to the collection system and the waste water treatment plant.
3. Once HAL develops options to provide service, the Working Group will provide HAL input to determine preferred options and the Working Groups priorities.
4. Three meetings will be held. These meetings will be held in Tooele, Utah.

**EXHIBIT C
STANDARD FEE SCHEDULE
2018**

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.....	\$179.50/hr
Managing Professional.....	\$156.50/hr
Senior Professional II.....	\$145.25/hr
Senior Professional I.....	\$136.10/hr
Professional III.....	\$126.20/hr
Professional II.....	\$113.30/hr
Professional I.....	\$105.30/hr
Professional Intern.....	\$95.10/hr
Engineering Student Intern.....	\$49.35/hr
Senior Designer.....	\$101.50/hr
Senior Field Technician.....	\$101.60/hr
Field Technician.....	\$82.55/hr
CAD Operator.....	\$82.55/hr
Secretary.....	\$60.75/hr
Professional Land Surveyor.....	\$116.70/hr
1 Man GPS Surveying Services.....	\$137.90/hr

Expert Legal Services.....\$288.50/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).....	\$46.00 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
Drone Unit.....	\$500.00 per day plus data conversion costs
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 January of each year. Mileage rate changes are based on fuel prices.

