



3200 W 300 N
WEST POINT, UT 84015

**WEST POINT CITY COUNCIL
SPECIAL MEETING NOTICE &
AGENDA
November 17th, 2022
WEST POINT CITY HALL**

Mayor
Brian Vincent
Council
Gary Petersen, *Mayor Pro Tem*
Annette Judd
Jerry Chatterton
Brad Lee
Michele Swenson
City Manager
Kyle Laws

THIS PUBLIC MEETING WILL BE HELD IN-PERSON AT WEST POINT CITY HALL
The public may attend this meeting in-person at West Point City Hall under the following Guidelines:

- *Avoid entering if they have a fever of 100.4° or above, cough, trouble breathing, sore throat, or feel generally unwell*

A LIVE STREAM OF THE MEETING IS AVAILABLE FOR THE PUBLIC TO VIEW:

Online: <https://us02web.zoom.us/j/84473864026> or by Telephone: 1(669) 900-6833 – Meeting ID: 844 7386 4026

The public may participate in the Citizen Comment and Public Hearing Items PRIOR to the meeting via email:


- **Email:** carnold@westpointcity.org
- **Subject Line:** "Citizen Comment – November 17, 2022 City Council"
- **Email Body:** **Must** include First & Last Name and Address and a succinct statement of your comment.

GENERAL SESSION

5:30 PM – OPEN TO THE PUBLIC

1. Call to Order
2. Pledge of Allegiance
3. Prayer or Inspirational Thought (<i>Contact the City Recorder to request meeting participation by offering a prayer or inspirational thought</i>)
4. Communications and Disclosures from City Council and Mayor
5. Communications from Staff
6. Citizen Comment (<i>Emailed comments received prior to the meeting using the instructions above will be read to the Council at this time</i>) <ul style="list-style-type: none">- Please approach the podium & <u>clearly state your name and address prior to commenting</u>. Please keep comments to a maximum of 2 ½ minutes- Do not repeat positions already stated; public comment is a time for the Council to receive new information and perspectives
7. Consideration of Approval of Resolution No. 11-17-2022A, Approving a Contract for Professional Services for the Engineering Design of the Sewer Expansion Project – Mr. Boyd Davis
8. Motion to Adjourn the General Session

Posted November 16th, 2022:



Casey Arnold, City Recorder

CITY COUNCIL STAFF REPORT



Subject: Engineering Contract – Sewer Expansion Project
Author: Boyd Davis
Department: Engineering
Meeting Date: November 17, 2022

Background

The City Council recently approved an agreement with Davis County as the recipient of a \$2M grant from CSLFRF funds for the expansion of the sewer system. The County Commission will formally accept the agreement at their upcoming Commission Meeting and West Point City is now able to move forward and approve an engineering contract for the design of the sewer system.

Analysis

Bowen Collins and Associates, who completed the sewer feasibility study, has teamed up with JUB Engineers to do the design of the system. They have been selected to do the design work for the sewer expansion. Staff has been working with them over the past several weeks to prepare a detailed scope of work for the project. The scope of work is attached to this report, and you can see the detail that is included in each task. Below is a summary of the main tasks:

WORK PLAN TASKS

Task	Description	Primary Components
Task 1	Preliminary Design	<ul style="list-style-type: none">• Prepare and Maintain and Overall Project Schedule and Budget• Coordinate with the City and ARPA Consultant• Develop service agreement with NDSD• Review the Existing Master Plan• Perform density sensitivity analysis• Identify Properties or ROW Needed for the Project• Provide Prelim Public Information and Outreach Services
Task 2	Pipeline Design (Projects 1, 2, 3 and 4)	<ul style="list-style-type: none">• Prepare Detailed Design Drawings and Calculations• Obtain Agency Approvals
Task 3	Sewer Lift Station Design (Projects 5, 6, 7 and 8)	<ul style="list-style-type: none">• Prepare Detailed Design Drawings and Calculations• Obtain Agency Approvals
Task 4	Bidding Services	<ul style="list-style-type: none">• Prepared Bidding Documents and Advertise for Bid each project
Task 5	Construction Services (Projects 1, 2 and 5)	<ul style="list-style-type: none">• Provide Construction Services for specific projects being scoped at this time

Also included in the document is a cost proposal:

Project and Task Summary				
Task #	Task Description	Bid Project #	Description	Fee Total
1	Preliminary Design	-	Preliminary Design Services	\$780,743
2A	Final Design	1	Gravity Sewer for Areas 4, 5, and 6	\$200,050
2B	Final Design	2	Pipelines: Gravity and Forcemains Area 2	\$132,615
2B	Final Design	3	Pipelines: Gravity and Forcemains Area 7&8	\$108,880
2B	Final Design	4	Pipelines: Gravity and Forcemains Area 1	\$129,750
3	Final Design LS	5	Lift Station 2	\$206,320
3	Final Design LS	6	Lift Station 4	\$141,328
3	Final Design LS	7	Lift Station 3 and Forcemain Area 3	\$156,993
3	Final Design LS	8	Lift Station 1	\$141,328
4	Bidding	-	Bidding in each respective project	-
Design Subtotal				\$ 1,998,007
5.1	Eng. Serv. During Construction	1	Construction Services for Project 1	\$200,328
5.2	Eng. Serv. During Construction	2	Construction Services for Project 2	\$170,664
5.3	Eng. Serv. During Construction	5	Construction Services for Project 5	\$378,924
ESDC Subtotal				\$ 749,916
Total				\$ 2,747,923

The last three items, tasks 5.1-5.3, will not be part of this contract. They will be part of the construction contracts that will come later. The total contract price will be \$1,988,007 and is a maximum not-to-exceed price. The City will only pay actual costs.

Staff has reviewed the scope of work document and the price proposal and recommends that it be approved. This scope of work document will be an attachment to the actual contract that is still being prepared. The contract document will be added to this report once it is received.

Recommendation

Staff recommends approval of Resolution 11-17-2022A

Significant Impacts

None

Attachments

Resolution 11-17-2022A

Contract

RESOLUTION NO. 11-17-2022A

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES FOR THE ENGINEERING DESIGN OF THE SEWER EXPANSION PROJECT 2022

WHEREAS, West Point City plans to expand the Sanitary Sewer System (“System”) into the area northwest of the current City boundary; and

WHEREAS, West Point City has been awarded funds from Davis County as part of the Coronavirus State and Local Fiscal Recovery Funds program; and

WHEREAS, West Point City has solicited proposals from qualified engineering firms for the design of said System; and

WHEREAS, West Point City has recommended that Bowen Collins and Associates be selected as the firm to design the System.

NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED, by the City Council of West Point City as follows:

1. The agreement for professional services, attached hereto and incorporated by this reference, is hereby approved.
2. The Mayor is hereby authorized to sign and execute said agreement.

PASSED AND ADOPTED this 17th day of November, 2022.

WEST POINT CITY,
A Municipal Corporation

By: _____
Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds Subaward Agreement
Between
West Point, Utah
and
Bowen Collins & Associates, Inc

I. Overview.

- A. Parties. The parties to this agreement are West Point City, Utah, a body politic and political subdivision of the State of Utah (“West Point”), and Bowen Collins & Associates, Inc, a corporation organized in the State of Utah (“Bowen Collins”, “Contractor”).
- B. Definitions. The definitions in 2 C.F.R. § 200.1 are hereby incorporated into this agreement.
- C. Source of Funding. This agreement is funded by a portion of the \$2,000,000.00 allocated to West Point by West Point from their Coronavirus State and Local Fiscal Recovery Fund award created under section 603 of the American Rescue Plan Act of 2021 (“ARPA/CSLFRF”).
- D. Purpose. The purpose of this agreement is to establish the terms and conditions for an agreement between West Point and the Contractor. Information regarding the contract is summarized in Exhibit A: Contract Information.
- E. Term. This agreement shall govern the performance of the parties for the period of November 1, 2022 (the “Effective Date”) through June 30, 2024 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this agreement (“Agreement Term”).
 - a. If, through no fault of Contractor, such periods of time or dates are changed, or the orderly and continuous progress of Contractor’s services is impaired, or Contractor’s services are delayed or suspended, or West Point authorizes changes in the scope, extent, or character of the Project, then the time for completion of Contractor’s services, and the rates and amounts of Contractor’s compensation, shall be adjusted by the parties, as necessary, by way of an amendment to this agreement.

II. Scope of Funded Activities.

- A. Scope of Services. Contractor shall perform all activities described in Exhibit B: Scope of Services and Detailed Task Budget, which is attached to this agreement and incorporated into this agreement by this reference. Exhibit B includes detailed scope of services and detailed task budget.
- B. Budget. Contractor shall perform the Approved Activities in accordance with the program budget as approved by West Point, which is attached to this agreement as Exhibit B: Scope of Services and Detailed Task Budget and incorporated into this agreement by this reference. Exhibit C summarizes the approved budget.
- C. Prior Approval for Changes. Contractor shall not make internal modification of allocated funding, of more than five percent (5%) of agreement, in any task number/category without the prior written approval of West Point. Task numbers with budgets are included in Exhibit B. Contractor shall not make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget, except those noted above, without the prior written approval of West Point.

III. Compensation.

- A. Payment of Funds. West Point agrees to compensate Contractor for costs incurred and paid by Contractor in accordance with the Approved Budget and for the performance of the Approved Activities under this agreement in an amount not to exceed \$1,998,007.00 (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by West Point if a substantial change is made in the Approved Activities that affects this agreement or if this agreement is terminated prior to the expiration of the Agreement Term. Program funds shall not be expended prior to the Effective Date or following the

earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this agreement.

B. Invoices. On or before the 20th day of each month and in any event no later than 30 days after the earlier of the expiration or termination of this agreement, Bowen Collins shall submit invoices and associated receipts, in a format dictated by West Point,¹ for the most recent month ended, to Boyd Davis, West Point Assistant City Manager/City Engineer, by email at bdavis@westpointcity.org setting forth actual expenditures of Contractor in accordance with this agreement. Within 15 days from the date that West Point receives such invoice, West Point may disapprove the requested reimbursement claim. If the reimbursement claim is so disapproved, West Point shall notify Bowen Collins as to the disapproval. A decision by West Point to disapprove a reimbursement claim is final. There is no appeal process for Contractor. Contractor will be provided opportunity to correct and resubmit any disapproved invoice within 15 days after notice of disapproval. If West Point approves an invoice for payment, then West Point will disburse funds to Bowen Collins within 45 days.

a. *Failure to Pay:* If West Point fails to make any payment due Contractor for services and expenses within 45 days after approval of Contractor's invoice, then:

- i. amounts due Contractor will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 45th day; and
- ii. Contractor may, after giving seven days written notice to West Point, suspend services under this Agreement until West Point has paid in full all amounts due for services, expenses, and other related charges.

C. West Point's Subaward Obligations are contingent on Federal Funding and Contractor Compliance. The payment of funds by West Point under the terms of this agreement are contingent on the receipt of such funds by West Point from Davis County, Utah ARPA/CSLFRF funds and shall be subject to Contractor's continued eligibility to receive payment under the applicable provisions of state and federal laws. If the amount of funds that West Point receives from the ARPA/CSLFRF is reduced, West Point may reduce the contract amount under this agreement or terminate this agreement. West Point also may deny payment to Contractor for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this agreement, unless a waiver of timely submission has been agreed to by West Point in writing (email is sufficient), or for failure of Contractor to comply with the terms and conditions of this agreement.

IV. Financial Accountability.

A. Financial Management. Contractor shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this agreement. Contractor must account for payments received pursuant to this agreement in accordance with all applicable federal and state requirements, including the applicable portions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARPA/CSLFRF Assistance Listing Number 21.027 as specifically stated in Exhibit F: Mandatory Contract Provisions.

¹ This format may include, but is not limited to, the following: 1) An itemized, detailed description of the services provided and costs incurred by Contractor during the billing period; 2) The date services were rendered and costs incurred; 3) A uniquely identifiable invoice number; 4) Contractor's payment address; 5) Contractor's telephone number; and 6) Contractor's signature certifying that the requested payment complies with this provisions of this agreement.

Contractor shall adopt such additional financial management procedures as may from time-to-time be prescribed by West Point if required by applicable federal or state laws or regulations, or guidelines from U.S. Department of the Treasury. Contractor shall maintain detailed, itemized documentation and other necessary records of all payment received and expenses incurred pursuant to this agreement.

- B. Limitations on Expenditures. West Point shall only reimburse Contractor for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts, timesheets or other evidence of liability consistent with the established West Point and Bowen Collins procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement. West Point may not reimburse or otherwise compensate Contractor for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this agreement.
- C. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit B shall apply to this agreement. This agreement will not be subject to an indirect cost rate allocation and Exhibit B reflects no budgeted indirect costs.
- D. Financial and Other Reports. Bowen Collins shall submit to West Point such reports and back-up data as may be required by the Federal Government, Davis County or West Point, including such reports which enable West Point to submit its own reports to Davis County or the U.S. Department of the Treasury. This provision will survive the expiration or termination of this agreement with respect to any reports which Bowen Collins is required to submit to West Point following the expiration or termination of this agreement. Bowen Collins will be compensated for preparation of all required reports. Bowen Collins will inform West Point City of any reporting is requested outside the identified Scope of Services and the required increase in budget to provide the requested additional reporting. Reporting outside the scope of services will not be completed without the prior written authorization of West Point City.
- E. Improper Payments. Any item of expenditure by Bowen Collins under the terms of this agreement which is found by auditors, investigators, and other authorized representatives of West Point, the U.S. Department of the Treasury, Davis County Utah, the Utah State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Contractor, shall become Contractor's liability, and shall be paid solely by Bowen Collins, immediately upon notification of such, from funds other than those provided by West Point under this agreement or any other agreements between West Point and Bowen Collins. This provision shall survive the expiration or termination of this agreement.
- F. Audits and Access to Records. Audits and access to records shall be in accordance with the requirements of Exhibit F: Mandatory Contract Provisions. Bowen Collins certifies compliance with applicable provisions of 2 C.F.R. §§ 200.501-200.521, and continued compliance with these provisions during the term of this section. If Contractor is not required to have a Single Audit as defined by 2 C.F.R. § 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, then Contractor shall have a financial audit performed yearly by an independent Certified Public Accountant, if required by internal policy or indicated for external compliance requirements. Contractor shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this agreement upon request. Contractor certifies that it will provide West Point with notice of any adverse findings which impact this agreement. This obligation extends for one year beyond the expiration or termination of this agreement. If a single audit is not required of Bowen Collins, notice of completion will not be provided.
- G. Closeout. Final payment request(s) under this agreement must be received by West Point no later than 30 days after the earlier of the Expiration Date or the last day of the Agreement Term. West Point will not accept a payment request submitted after this date without prior authorization from West Point. In consideration of the execution of this agreement by West Point, Bowen Collins agrees that acceptance of

final payment from West Point will constitute an agreement by Bowen Collins to release and forever discharge West Point, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Contractor has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Contractor's obligations to West Point under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of West Point. Such requirements shall include submitting final reports to West Point and providing any closeout-related information requested by West Point by the deadlines specified by West Point. This provision shall survive the expiration or termination of this agreement.

V. Compliance with Applicable Laws.

- A. General Compliance. Bowen Collins shall perform all Approved Activities funded by this agreement in accordance with the requirements of Exhibit F: Mandatory Contract Provisions, this agreement, the award agreement between West Point, Davis County and the U.S. Department of the Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Contractor's current policies and practices. West Point may assist Contractor in complying with all applicable requirements. However, Contractor is responsible to become familiar with applicable laws and requirements and shall remain responsible for ensuring its compliance with all applicable requirements.
- B. Authority. This agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/CSLFRF grant, including, but not limited to, the following:
1. Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2);
 2. Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable April 1, 2022 through the end of the ARPA/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803); and
 3. Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds, June 17, 2022, Version: 4.1.

This agreement is also subject to all applicable laws of the State of Utah.

- C. Federal Regulations Applicable to This Agreement.
1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with the applicable portions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 ("Uniform Guidance"), as adopted by the U.S. Department of the Treasury at 2 CFR Part 1000 as follows:
 - 1) Procurement.
 - a) Federal. Contractor procurement shall be consistent with provisions in Exhibit F: Mandatory Contract Provisions Such standards include, but are not limited to, the following:
 - i. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 C.F.R. § 200.320, which allows for noncompetitive procurements only if one or more of the following circumstances apply: (1) the acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold; (2) the item is available only from a single source; (3) the public exigency or emergency for the requirement will not permit a delay resulting from

- publicizing a competitive solicitation; (4) the Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or (5) after solicitation of a number of sources, competition is determined inadequate. Contractor shall maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- ii. Contractor shall maintain written standards of conduct covering conflicts of interest. Contractor shall immediately disclose in writing to West Point any potential conflict of interest. In addition to any other remedies stated in or allowed pursuant to this agreement or otherwise, West Point may do any of the following regarding potential conflicts of interest: 1) Investigate; 2) Require information from Contractor; 3) Required remedial action; 4) Disapprove transactions; or 5) Require repayment of transactions.
 - iii. Pursuant to 2 C.F.R. § 200.321, Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - iv. Pursuant to 2 C.F.R. § 200.218(i), Contractor “must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”
- b) Local. In addition to the requirements described in subsection a) directly above, Contractor shall comply with the following:
- i. Reporting. Contractor shall document, in its monthly invoice and report to West Point, the status of all contracts executed in connection with this agreement.
 - ii. West Point’s Review of Solicitations. Except for micro-purchases made pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if Contractor proposes to enter into any contract for the performance of any of the Approved Activities under this agreement, then Contractor shall forward to West Point a copy of any solicitation (whether competitive or non-competitive) at least 30 days prior to the publication or communication of the solicitation. West Point will review the solicitation and provide comments, if any, to Contractor within ten business days. Failure to respond within ten business days does not constitute approval by West Point. Consistent with 2 C.F.R. § 200.324, West Point will review the solicitation for compliance with applicable procurement standards. West Point’s review and comments do not constitute a binding approval of the solicitation. Regardless of West Point’s review, Contractor remains bound by all applicable laws, regulations, and agreement terms. If during its review, West Point identifies any deficiencies, then West Point will communicate those deficiencies to Contractor as quickly as possible within the ten business day window outlined above.
 - iii. West Point’s Review of Contracts. If Contractor proposes to enter into any contracts for the performance of any of the Approved Activities under this agreement, then Contractor shall forward to West Point a copy of the written contract prior to contract execution. West Point shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Contractor within ten business days. Failure to respond within ten business days does not constitute approval by West Point. West Point’s review and comments do not constitute an approval of the contract. Regardless of West Point’s review, Contractor remains bound by all applicable laws, regulations, and Agreement terms. If during its

review, West Point identifies any deficiencies, then West Point will communicate those deficiencies to Contractor as soon as possible within the ten business day window outlined above. Contractor must correct the noted deficiencies before executing the contract.

- c) For the purposes of this contract, all team members submitted as part of RFSQ response shall be considered procured.
- 2) Subawards. In executing this agreement, Contractor may not enter a subaward without prior written approval from West Point.
- 3) Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARPA/CSLFRF funds, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.310 through 2 C.F.R. § 200.316.
- 4) Program Income. Will this project generate program income? Please mark the applicable box below:
- 5) Yes No
- 6) If this project will generate program income, then the Contractor, during the term of this agreement, must segregate the gross proceeds of the program income and follow the provisions in 2 C.F.R. § 200.307.

Regardless of West Point's assistance, it is Contractor's responsibility to properly comply with all Uniform Guidance requirements. Failure to do so may result in termination of this agreement by West Point.

- 2. Universal Identifier and System for Award Management (SAM). Pursuant to 2 C.F.R. Part 25, Contractor shall obtain, and provide to West Point, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.
 - 3. Suspension and Debarment pursuant to 2 C.F.R. Part 180. Contractor shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of the Treasury at 31 CFR Part 19. Contractor shall complete the Debarment and Suspension Certification, which is attached to this agreement as Exhibit D: Debarment and Suspension Certification and incorporated into this agreement by this reference. Contractor shall also ensure that the Debarment and Suspension Certification is executed by an authorized representative of Contractor who has the authority to legally bind the Contractor. West Point may terminate this agreement immediately if Contractor is or becomes debarred or suspended or if any of Contractor's principals are or become debarred or suspended.
 - 4. Federal Restrictions on Lobbying. Contractor shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Contractor may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Contractor shall certify in writing that Contractor has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit E: Lobbying Certifications, which is attached to this agreement and incorporated into this agreement by this reference.
- D. Mandatory Contract Provisions. Contractor shall include contract provisions required by Uniform Guidance and other state and federal laws and regulations, and as otherwise dictated by West Point, in its contracts with contactors. These mandatory contract provisions must include, but are not limited to, the contract provisions set forth in Exhibit F: Mandatory Contract Provisions, which is attached to this

agreement and incorporated into this agreement by this reference. Bowen Collins shall also comply with the mandatory contract provisions referenced.

- E. Equal Opportunity & Other Requirements. Contractor shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.
1. Civil Rights Laws. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
 2. Fair Housing Laws. Contractor shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
 3. Disability Protections. Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
 4. Age Discrimination. Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
 5. Americans with Disabilities Act. Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- F. Federal Funding Accountability and Transparency Act of 2006. Contractor shall provide West Point with all information requested by West Point to enable West Point to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note), if requested. Licenses, Certifications, Permits, Accreditation. Contractor shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to West Point proof of any licensure, certification, permit or accreditation upon request.
- G. Publications. Any publications produced with funds from this agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to West Point, Utah, through Davis County, Utah, by the U.S. Department of the Treasury."
- H. Program for Enhancement of Contractor Employee Protections. Contractor is hereby notified that it is required to:
1. Inform its employees working on any Federal award that they are subject to the whistleblower rights and remedies of the program;
 2. Inform its employees in writing of employee whistleblower protections under 41 U.S.C § 4712 in the predominant native language of the workforce, if required; and
 3. Include such requirements in any agreement made with a subcontractor or subgrantee.
- I. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 C.F.R. § 200.216, Contractor shall not obligate or expend funds received under this Subaward to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.
- J. Use of Name. Neither party to this agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized

representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

- K. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Contractor shall be listed if Contractor in the preceding fiscal year received 80% or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Code of 1986. If this requirement applies to Contractor, Contractor will submit the list of its five most highly compensated officers to West Point within 30 days of the execution of this agreement and yearly thereafter during the Agreement Term.
- L. Drug-free Workplace Requirements. Contractor agrees to comply with the Drug-free Workplace Act of 1988 (Title 41, Chapter 81 of the United States Code), as required, by providing a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed on employees for drug abuse violations.
 3. Making it a requirement that each employee to be engaged in the performance of the grant or agreement be given a copy of the statement required by subsection V.N.1. of this agreement;
 4. Notifying the employee in the statement required by subsection V.N.1 of this agreement that as a condition of employment the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
 5. Notifying the U.S. Department of the Treasury and West Point within ten days after receiving notice under subsection V.N.4.b. of this agreement from an employee or otherwise receiving actual notice of a conviction;
 6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by Section 8104 of the Drug-free Workplace Act of 1988 (Title 41, Chapter 81 of the United States Code); and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections V.N.1 through V.N.6 of this agreement.

Contractor acknowledges and agrees that payment under this agreement may be suspended and this agreement may be terminated by West Point, Davis County, or the U.S. Department of the Treasury if Contractor violates the Drug-free Workplace Act of 1988 or a number of Contractor's employees, who have been convicted of violations of criminal drug statutes for violations occurring in the workplace, indicates that Contractor has failed to make a good faith effort to provide a drug-free workplace as requirement by the Drug-free Workplace Act of 1988.

Contractor further acknowledges and agrees that Contractor may be suspended or debarred if Contractor violates the Drug-free Workplace Act of 1988 or a number of Contractor's employees, who have been convicted of violations of criminal drug statutes for violations occurring in the workplace, indicates that Contractor has failed to make a good faith effort to provide a drug-free workplace as requirement by the Drug-free Workplace Act of 1988.

- M. Stevens Amendments Requirements. Contractor shall identify that federal assistance funds were used to fund Approved Activities under this agreement in any publicity and/or signage relating to the funded project or program.
- N. Anti-boycott Israel Act. In accordance with Titl3 63G, Chapter 27 of the Utah Code Annotated, Contractor certifies that it is not currently engaged in a boycott of the State of Israel, and Contractor agrees not to engage in a boycott of the State of Israel for the duration of this agreement.

VI. Cooperation in Monitoring and Evaluation.

- A. West Point's Responsibilities. West Point shall monitor, evaluate, and provide guidance and direction to Contractor in the conduct of Approved Activities performed under this agreement. West Point must determine whether Contractor has requested payment in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Contractor to ensure that Contractor has met such requirements. West Point may require Contractor to take corrective action if deficiencies are found.

The type and degree of monitoring activities will depend on the results of Contractor's Risk Assessment, as detailed in West Point's Subaward and Monitoring Policy for the expenditure of ARPA/CSLFRF funds. West Point may utilize the services of ARPA/CSLFRF Consultant Firm, Resource Consultants LLC, in any/all monitoring activities.

Contractor Responsibilities.

- 1. Monitoring and Visits. West Point may monitor Contractor's performance, including through scheduled visits. Contractor shall allow West Point's representatives to have access to any records related to this agreement. Contractor shall permit West Point to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award. Contractor agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and executives in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this agreement.
 - 2. Audits. Contractor shall allow auditors access to any records related to this agreement, if requested. Contractor shall cooperate fully with any reviews or audits of the activities under this agreement by authorized representatives of West Point, Davis County, the Utah State Auditor, the U.S. Department of the Treasury, and the U.S. Government Accountability Office. Contractor agrees to ensure to the extent possible the cooperation of its agents, employees, and executives in any such reviews and audits. This provision shall survive the expiration or termination of this agreement.
- B. Records Retention and Access. Contractor shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this agreement. Contractor shall make all records, books, papers and other documents that relate to this agreement available at all reasonable times for inspection, review and audit by the authorized representatives of West Point, the Utah State Auditor, the U.S. Department of the Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office.

- C. Key Personnel. Contractor shall identify all key personnel who will be involved in performing Approved Activities and otherwise administering this agreement, including at least one project manager and one fiscal officer (Key Personnel). Contractor shall notify West Point of any changes to these personnel within 30 days of the change. Key personnel names, titles, and contact information shall be listed in Exhibit G: Key Personnel, which is attached to this agreement and incorporated into this agreement by this reference.

VII. Termination; Remedies; Financial Viability.

- A. Termination for Cause. West Point may immediately terminate this agreement for cause. For purposes of this section, “cause” may include, but is not limited to, misuse of funds, fraud, lack of compliance with applicable laws, regulations, or rules, failure to perform on time, or failure to comply with any of the requirements of this agreement.
- B. Termination without Cause. West Point may terminate this agreement for any reason, in its sole discretion, by providing Contractor with 30 days prior written notice.
- C. Termination by Mutual Agreement. West Point and Contractor may agree to terminate this agreement for their mutual convenience through a written amendment to this agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this agreement.
- D. Termination Procedures. If this agreement is terminated, Contractor may not incur new obligations for the terminated portion of this agreement after Contractor has received the notification of termination. Contractor must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Contractor shall not be relieved of liability to West Point because of any breach of agreement by Contractor. West Point may, to the extent authorized by law, withhold payments to Contractor for the purpose of set-off until the exact amount of damages due West Point from Contractor is determined.
- E. Remedies Other Than Termination. If West Point determines that Contractor has not complied with one or more of the provisions of this agreement, the requirements of the underlying Federal award, or state or federal law, then West Point may do any of the following:
 - 1. Require corrective action;
 - 2. Disallow expenditures and adjust payments to Contractor by deducting the disallowed expenditures;
 - 3. Withhold funds due Contractor to cover the costs of any audits, legal fees, and other expenses;
 - 4. Withhold payments to Contractor until West Point fully recoups any incorrectly paid funds;
 - 5. Require repayment; and
 - 6. Pursue any remedy allowed by law or in equity.
- F. Financial Viability. By signing this agreement, Contractor certifies to West Point that it is financially viable. Contractor shall remain financially viable throughout the duration of this agreement. If West Point receives note of any lien or IRS withholding against Contractor’s payments, or notice of a Contractor bankruptcy, then West Point may immediately terminate this agreement. Contractor shall provide West Point with proof of financial viability upon request.

VIII. General Conditions.

- A. Insurance. Contractor shall maintain the following insurance policies with minimum limits as set forth below:
 - 1. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements and names West Point as the certificate holder and additional insured, with coverages and minimum limits as follows:
 - i. Professional liability insurance, including \$2,000,000 per occurrence and \$3,000,000 aggregate;

ii. Occurrence form commercial general liability insurance with the following minimum limits:

1. Each occurrence - \$2,000,000.00;
2. Damage to Rented Premises - \$100,000.00;
3. Medical Expense (any one person) - \$10,000.00;
4. Personal and Adv. Injury - \$2,000,000.00;
5. General Aggregate - \$3,000,000.00; and
6. Products – Comp/Op Agg. - \$2,000,000.00;

2. A valid automobile liability insurance policy with a combined single limit for each accident of \$1,000,000.00; and
3. A valid Workers Compensation and Employers' Liability insurance policy with limits for workers compensation at the statutory limits and the following minimum limits for employers' liability:
 - a. Each accident - \$500,000.00;
 - b. Disease – Each employee - \$500,000.00; and
 - c. Disease – Policy Limit - \$1,000,000.00.

If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide West Point with the applicable state issued waiver.

Contractor will provide West Point with certificates or other records that demonstrate that Contractor is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If Contractor fails to provide West Point with the requested Certificates/Records within three business days of West Point's request, West Point may immediately terminate this contract. If Contractor fails to have the insurances required by this contract, West Point may immediately terminate this contract. The rights and obligations of the parties set forth in this section will survive the termination of this contract.

B. For any future construction contracts, West Point shall require the successful bidder to cause Contractor and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by the successful bidder for the Project. Alternative Coverage Other Than Insurance. Contractor may satisfy the requirements of Section A directly above by demonstrating to West Point that:

1. Contractor is a member of an insurance or indemnity trust, pool, or organization (e.g. Utah Local Governments Trust or Utah Counties Indemnity Pool);
2. Contractor has coverage similar to the required insurance policies required by Section A of this agreement directly above through the trust, pool, or organization; and
3. Contractor coverages are in amounts that satisfy the minimum limits required by Section A of this agreement directly above through the trust, pool, or organization.
4. Alternative coverage must be approved by West Point prior to final execution of this agreement.

Except for the foregoing, the parties are bound by the provisions of Section A of this agreement directly above.

C. Indemnification. Contractor shall indemnify West Point and its officers, employees, volunteers, and agents from and against all losses, damages, injuries, liabilities, suits, and proceedings related to this agreement that are caused in whole or in part by the negligent acts, errors, or omissions of Contractor or any of its officers, employees, volunteers, representatives, agents, contractors, or anyone else for whose acts Contractor may be responsible in the performance of Contractor's obligations under this agreement. Contractor's compliance with any provision of this agreement to secure and maintain insurance or

alternative coverage shall not waive or limit the obligations of this indemnification provision. The rights and obligations of the parties set forth in this section will survive the expiration or termination of this agreement.

- D. No Subrogation or Contribution. Contractor has no right of subrogation or contribution from West Point for any judgment rendered against Contractor. The rights and obligations of the parties set forth in this section will survive the expiration or termination of this agreement.
- E. Notices. All notices and other communications required or permitted by this agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

<u>If to West Point:</u> West Point City Attn: Boyd Davis West Point, UT 84015 Or email bdavis@westpointcity.org	<u>If to Contractor:</u> Bowen Collins & Associates, Inc. Attn: Keith Larson 154 E 14075 South Draper, UT 84020 Or email klarson@bowencollins.com
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- F. Independent Contractor. The parties intend that Contractor will be an independent contractor. Contractor has no authorization to bind West Point to any agreement, settlement, or liability. Contractor shall not act as an officer, employee, or agent of West Point.
- G. Assignment. Contractor may not assign or delegate any of its rights or duties that arise out of this agreement without West Point's prior written consent. Unless West Point otherwise agrees in writing, Contractor and all assigns are subject to all West Point's defenses and are liable for all Contractor's duties that arise from this agreement and all West Point's claims that arise from this agreement.
- H. Force Majeure. Contractor's performance will not be excused by force majeure.
- I. Waiver. No action or failure to act by West Point constitutes a waiver of any of its rights or remedies that arise out of this agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this agreement, except as specifically agreed in writing.
- J. Order of Interpretation. If this agreement conflicts with other documents, the conflict will be resolved in the following order:
 - 1. Authorized amendments to this agreement;
 - 2. This agreement;
 - 3. The attachments to this agreement.
- K. Integration. This agreement contains the entire agreement between the parties pertaining to the subject matter of this agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this agreement.
- L. Amendment. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
- M. Venue and Jurisdiction. West Point and Contractor agree that they executed and performed this agreement in West Point, Utah. This agreement will be governed by and construed in accordance with the laws of the State of Utah. The exclusive forum and venue for all actions arising out of this agreement is the Second Judicial District Court in and for the State of Utah. Such actions may not be commenced in, nor removed to, federal court unless required by law.
- N. Limitation of West Point's Authority. Nothing contained in this agreement may be deemed or construed to in any way stop, limit, or impair West Point from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- O. Severability. If any provision of this agreement is determined to be unenforceable in a Proceeding, the remainder of this agreement will remain in full force and effect to the extent permitted by law.

- P. Counterparts; Digital Signatures; Electronically Transmitted Signatures. If the parties sign this agreement in counterparts, each will be deemed an original but all counterparts together will constitute one agreement. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.
- Q. Opinions of Probable Cost. Contractor's opinions of probable Construction Cost are to be made on the basis of Contractor's experience and qualifications and represent Contractor's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Contractor has no control over the cost of labor, materials, equipment, or services furnished by others, or over bidders' methods of determining prices, or over competitive bidding or market conditions, Contractor cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Contractor.
- R. *Standard of Care*: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- S. Design Without Construction Phase Services. Contractor shall be responsible only for those Construction Phase services expressly identified in the Scope of Services. Where Contractor has not been retained for construction phase services, Contractor shall have no design, Shop Drawing review, or other obligations during construction and West Point assumes all responsibility for, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. West Point waives all claims against the Contractor that are connected to Construction Phase engineering or professional services except for those services that are expressly identified in the Scope of Services.
- T. In addition to other responsibilities of West Point as set forth in this Agreement, West Point shall at its expense:
1. Provide Contractor with all criteria and full information as to West Point's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which West Point will require to be included in the Drawings and Specifications; and furnish copies of West Point's standard forms, conditions, and related documents for Contractor to include in the Bidding Documents, when applicable.
 2. Furnish to Contractor any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 3. Following Contractor's assessment of initially-available Project information and data and upon Contractor's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Contractor to complete its Scope of Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

- d. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - e. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - f. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
4. Give prompt written notice to Contractor whenever West Point observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Contractor's services, or any defect or nonconformance in Contractor's services, the Work, or in the performance of any Contractor.
 5. Arrange for safe access to and make all provisions for Contractor to enter upon public and private property as required for Contractor to perform services under the Agreement.
 6. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Contractor (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as West Point deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 7. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Contractor and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 8. Place and pay for advertisement for Bids in appropriate publications.
 9. Advise Contractor of the identity and scope of services of any independent consultants employed by West Point to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
 10. If West Point designates a construction manager or an individual or entity other than, or in addition to, Contractor to represent West Point at the Site, define and set forth the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Contractor.
 11. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
 12. Inform Contractor in writing of any specific requirements of safety or security programs that are applicable to Contractor, as a visitor to the Site.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly constituted legal representatives and is effective as of the Effective Date.

WEST POINT CITY	BOWEN COLLINS & ASSOCIATES
By: _____ _____	By: <u>Keith J. Larson</u> _____
Date: _____	Print Name: <u>Keith J. Larson</u> _____
ATTEST:	Title: <u>Vice President</u> _____
By: _____	Date: <u>16 Nov. 2022</u> _____
Printed Name: _____	ATTEST (If applicable):
Title: _____	By: <u>Brant Packer</u> _____
Date: _____	Printed Name: <u>Brant Packer</u> _____
	Title: <u>Proj Manager</u> _____
	Date: <u>16 Nov. 2022</u> _____

Exhibit A: Contract Information

Contractor Name, which Must Match the name Associated with its Unique Entity Identifier:	Bowen Collins & Associates
Contractor Unique Entity Identifier:	YJUGJEWH2799
Federal Award Identification Number (FAIN):	1505-0271
Federal Award Date (see the definition of “Federal award date” in 2 C.F.R. § 200.1) of Award to the Recipient by the Federal Agency:	July 16, 2021 Date of award to Davis County, Utah
Contract Period of Performance Start Date:	November 17, 2022
Contract Period of Performance End Date:	June 30, 2024
Contract Budget Period Start Date:	November 17, 2022
Contract Budget Period End Date:	June 30, 2024
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to Contractor:	\$1,998,007.00
Total Amount of Federal Funds Obligated to Contractor by the Pass-Through Entity Including the Current Obligation:	\$1,998,007.00
Name of Federal Awarding Agency:	U.S. Department of the Treasury
Contact Information for West Point, Utah’s Authorizing Official:	West Point City Mayor Brian Vincent 801-776-0970
Contact Information for West Point, Utah’s Project Manager:	Boyd Davis Assistant City Manager / City Engineer bdavis@westpointcity.org 801-776-0970
Assistance Listings Number and Title (West Point Must Identify the Dollar Amount Made Available under each Federal Award and the Assistance Listings Number at the Time of Disbursement):	21.027 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
Identification of Whether Subaward is R&D:	Not R&D
Indirect Cost Rate for the Federal Award (Including if the De Minimis Rate Is Charged) per 2 C.F.R. § 200.414:	See Exhibit C: Approved Budget

Exhibit B: Approved Activities and Detailed Task Budget

SEWER EXPANSION PROJECT SCOPE OF SERVICES WEST POINT CITY

WORK PLAN SEPTEMBER 16, 2022

PROJECT UNDERSTANDING

West Point City is retaining the services of an engineering team to design sewer improvements to serve a large area of land within and adjacent to the City's boundaries. This includes up to 4 lift stations, approximately 21,000 LF of gravity sewer pipeline, and approximately 17,000 LF of sewer force mains. In order to secure the funds for the design effort, the City is entering into agreements with Davis County for ARPA grant funds to design system level sewer improvements for currently un-serviced areas of West Point City and Davis County.

WORK PLAN

To accomplish the objectives of this project, we propose the following detailed work plan. The work plan has been divided into the following tasks.

WORK PLAN TASKS

Task	Description	Primary Components
Task 1	Preliminary Design	<ul style="list-style-type: none">• Prepare and Maintain and Overall Project Schedule and Budget• Coordinate with the City and ARPA Consultant• Develop service agreement with NDSD• Review the Existing Master Plan• Perform density sensitivity analysis• Identify Properties or ROW Needed for the Project• Provide Prelim Public Information and Outreach Services
Task 2	Pipeline Design (Projects 1, 2, 3 and 4)	<ul style="list-style-type: none">• Prepare Detailed Design Drawings and Calculations• Obtain Agency Approvals
Task 3	Sewer Lift Station Design (Projects 5, 6, 7 and 8)	<ul style="list-style-type: none">• Prepare Detailed Design Drawings and Calculations• Obtain Agency Approvals
Task 4	Bidding Services	<ul style="list-style-type: none">• Prepared Bidding Documents and Advertise for Bid each project
Task 5	Construction Services (Projects 1, 2 and 5)	<ul style="list-style-type: none">• Provide Construction Services for specific projects being scoped at this time

The following sections detail the work plan for each of these tasks.

TASK 1A - OVERALL PRE-DESIGN SERVICES

Objective: Define final project design criteria and key elements for the pipeline and lift station projects (Projects 1 to 8) including: property and easement acquisition, pipeline hydraulic review for sewer lines, verification of pipeline size, depth and location, agency coordination and permitting requirements, utility requirements, construction constraints (constructability issues in high groundwater, public impact considerations, construction schedule constraints, etc.), and all other issues to be incorporated into the drawings and specifications.

Deliverables: Pre-design Memorandum documenting master plan review, density analysis, data collection, NDSD agreement, pipeline design criteria, survey, and geotechnical reports. Work with City staff and Resource Consultants to prepare for the design phase.

Tasks:

1A-1 Project Management, Contract Administration and Coordination: Provide overall project management and contract administration services. This will include regular internal coordination and progress meetings with team members and subconsultants to ensure project deliverables are on schedule and complete.

1A-2 Review and Confirm Existing Master Plan Information: Building upon the success of the recently completed master plan, BC&A/J-U-B will perform a review of the existing pipeline and lift station planning.

- a. Hydraulic review for pipeline capacity, velocity, head loss, slope, etc. as applicable for gravity and force main piping.
- b. J-U-B and BC&A cross review. J-U-B to provide fresh perspective on hydraulic calculations, pipe sizes, locations, slopes, and design criteria used in Master Plan.
- c. Confirm service area boundaries.
- d. Confirm pipe sizes, locations and profiles to be used in the final design phase.
- e. Prepare documentation of findings for inclusion in the pre-design memo.

1A-3 Data Collection and Agency Coordination: Gather existing utility information for study of potential challenges, conflicts or related constructability issues. This will include:

- a. Contact utility companies to obtain data on existing utility locations, sizes, depths, etc.
- b. Where necessary, request "design" Blue Staking to assist in identifying utility locations
- c. In challenging area, arrange for potholing of utilities for more significant utility locating.
- d. Prepare written documentation of findings in the pre-design memo.

1A-4 NDSD Coordination and Agreement: Our team will coordinate with NDSD regarding their ongoing master plan update to determine available capacity within their existing trunklines and treatment plant that will be available to service West Point City and future annexation areas. We will work with the City and NDSD to develop a service agreement that will document the capacity NDSD has available for future flows from the City.

1A-5 Density Sensitivity Analysis: A density sensitivity analysis will be performed to evaluate the effects of varying assumed development densities on proposed gravity sewer pipeline, lift station, and force main sizing. An evaluation will be performed to determine maximum densities for development for various key system capacity restrictions at locations listed below:

- a. North Davis Sewer District (NDSD) existing trunk line capacities
- b. Gravity sewer bridge or culvert crossing at the Howard Slough and 5000 W
- c. Proposed 5000 W gravity trunkline sizing

Pipe sizing alternatives based on key density assumptions will be developed for City consideration of the impacts of potential upsizing of sewer infrastructure to accommodate potential future density increases. The results will be incorporated in the preliminary design technical memo.

1A-6 ROW Acquisition: ROW acquisition and public outreach for properties that will need easements or acquisition will consist of the following:

Based on the information from the pre-design memo and 30% designs, write legal descriptions of perpetual sewer

easements and temporary construction easements with exhibits and provide acquisition assistance to the City.

- a. Primary activities associated with right-of-way and easement acquisition include the following tasks:
 - i. Make initial contact with affected property owners communicating the City's request to obtain the rights-of-way and easements for the project. (Assumes 7 property owners for potential lift station sites and 8 property owners for sewer line.)
 - ii. Draft and acquire written permission from affected property owners for the surveyors and geotechnical engineers to access their property as needed. (Assumes 7 property owners for potential lift station sites and 8 property owners for sewer line.)
 - iii. Meet with property owners to discuss critical issues that may affect pipeline routing and lift station location and any property negotiation. (Assumes 7 property owners for potential lift station sites and 8 property owners for sewer line.)
 - iv. Provide regular updates to the City and the Team with feedback from property owners to and to determine best negotiated alternatives for each property. (Assumes 2 hours per week)
 - v. Appraisals for acquisitions greater than \$10,000 and compensation estimates for acquisitions less than \$10,000. (Assumes 4 appraisals and 8 compensation estimates)
 - vi. Prepare and deliver right-of-way and easement agreements signed by the City to property owner. (Assumes 4 property owners for lift station sites and 8 property owners for sewer line.)
 - vii. Maintain communication with the property owners and negotiate acquisition of necessary rights-of-way and easements.
 - viii. Provide West Point City with executed copies of right-of-way and easement agreements. City to file easement and right-of-way deeds with the County.

1A-7 Public Outreach: Public outreach activities will consist of the following:

- i. Provide and maintain a project dedicated hotline phone number and email for stakeholders to call or message at any time (24/7 availability) during the pre-design and design of the project.
 - ii. Prepare a flyer to be distributed to 57 residents along the new sewer line and for City to distribute on their website and social media. (One flyer / project information sheet)
 - iii. Public open house, provide advertisement for city to distribute, create information boards and material, and facilitate open house. (Assumes one open house)
1. Maintain and track stakeholder database with stakeholder contact information and interactions (Assume 10 hours of data entry and reporting per month)
 2. Create content for a project webpage on the City's website for the public to obtain information about the project and any updates.
 3. Meeting with 57 homes owners to locate future sewer lateral. (Assumes 1 meeting and 1 follow up call per home for an average of 2 hours per home to locate sewer lateral and deliver locations to project team)
 4. Communicate regularly with property owners who are directly impacted and the public that interested in the project. Meet with residents on the project site as needed.
 5. Attend project bi-weekly meeting (assumes 70% virtual meeting)

1A-8 Survey: Provide survey services to complete the following items:

- a. Provide Drone LIDAR survey of the following sewer corridors:
 - i. Project 1 (Areas 4, 5, and 6)
 - ii. Projects 2, 3, and 4 (Areas 2, 7 & 8 and 1 respectively)
 - iii. Projects 5 to 8 (Lift Stations 2, 4, 3, and 1 respectively)
 - iv. Survey of private property depends on approval from property owners.
- b. Survey deliverable will include AutoCAD drawing showing the topography, aerial photography of the respective areas, and invert elevations of critical features such as culverts, sloughs, existing sewer connections, etc.

1A-9 Geotechnical Investigation: In coordination with subconsultant we will provide the following geotechnical engineering services:

- a. Background Review and Field Studies Plan
 - i. Obtain and review existing geologic and geotechnical maps, studies, borings logs, and reports for past projects in the project vicinity.

- ii. Prepare field study plan for Phase I and Phase II geotechnical reports addressing any revisions and/or updates to the sewer plans.
- b. Field Studies and Laboratory Testing
 - iii. Drill 14 test hole or cone penetration soundings to depths of 15 to 30 feet for the forced main and gravity pipelines.
 - iv. Install up to 8 temporary monitoring wells to define existing groundwater levels and potential fluctuation of groundwater.
 - v. Laboratory testing on soil samples collected in GCI laboratory. Tests envisioned index testing (moisture content, Atterberg limits, and grain-size distributions), some strength testing, and up to four (4) suites of soil corrosion/degradation potential assessment tests.
- c. Analyses, Recommendations and Reporting
 - vi. Present and discuss field data and results from previous tasks, including subsurface logs together with a map showing field study locations, and laboratory test results.
 - vii. Describe the geologic setting and interpreted subsurface conditions.
 - viii. Characterize site conditions and define construction related issues including areas with very soft surface soils
 - ix. Discuss geotechnical data, tests, analyses, findings and recommendations to mitigate the high groundwater, excavation challenges, slope stability and dewatering concerns.
 - x. Provide shallow reinforced foundation design recommendations.
 - xi. Provide evaluation of dewatering, pumpstation constructability, and pipeline and structure design parameters. Evaluate the potential for use of native soils for trench backfill.
 - xii. Submit draft reports for review, address review comments, and finalize TM's.
 - I. Phase I report tailored towards 5000 W gravity pipeline and pipe bridge included in Project 1. This phase excludes pump stations.
 - II. Phase II report covers associated pipelines and pump stations within Projects 2-8.

1A-10 Establish Pipeline Design Criteria: Pipeline sizing criteria, slopes, material, and connections will be standardized as part of this task to ensure a uniform system throughout each project.

1A-11 Utility Potholing: Utilities identified within the preliminary design task through data collection and survey will be potholed as needed. It is assumed that a total of 10 potholes will be performed.

1A-12 Project Sequencing and Critical Path Scheduling: A detailed schedule will be developed identifying the critical path items and required sequencing that will be needed to maximize the City's ability to use the available ARPA funds and determine the best sequency and bidding and construction sequency of each respective project.

1A-13 Opinion of Probable Cost: An Opinion of Probable Cost will be developed for each project. This will assist the City in determining approximate construction funding required and the timing for each proposed project.

1A-14 Kickoff, progress meetings, and ARPA coordination: To include one kickoff meeting and coordination meetings every two-weeks throughout the one-year design period meeting to include the City, ARPA consultant and members of the design Team as required (26 total coordination meetings). It is assumed 70% of the meeting will be virtual, with in person meetings periodically as required.

1A-15 Overall Predesign Technical Memorandum: Results from the Pre-design Services Task will be summarized in a Technical Memorandum that will be presented to the City to document the key assumptions for Projects 1-8. Drafts of the pre-design memo will be submitted to the City and Resource Consultants for review and comment prior to finalizing the memo and proceeding with the final design phases of each project.

TASK 1B – LIFT STATIONS PRELIMINARY DESIGN (PROJECTS 5-8)

Objectives: Define sewer lift station design criteria for Projects 5 to 8 including wet well sizing, pump sizing and selection, SCADA and controls, architectural and structural elements, and offsite utility needs.

Deliverables: A technical memorandum will be prepared to document the key assumptions, hydraulic design, wet well sizing, pump sizing, SCADA and control plan, 30% design drawings, and 30% engineer's estimate of probable

costs for the lift stations.

Tasks:

1B-1 Design Workshop and Progress Meetings: We will conduct a design workshop with the lift station design team and the City public works staff to discuss lift station equipment, maintenance, operation, and functionality preferences. We will also conduct up to 12 progress meetings to review design progress and to receive 30% design review comments from the City.

1B-2 Preliminary Hydraulic Analysis: We will prepare a preliminary hydraulic analysis to size the force mains and pumps for each of the four lift stations. This analysis will be finalized during the final design for each lift station after the specific locations for each station have been determined.

1B-3 Preliminary Wet Well Sizing, Pump Sizing and Selection: We will perform a preliminary analysis to size wet wells, pumps, and motors for each of the four lift stations. We will coordinate with up to three different pump manufacturers to identify the appropriate flooded suction pumps to meet the hydraulic requirements of the force main and comply with UDEQ pump station requirements.

1B-4 30% Arch, Struct, Mech Design Drawings and Engineer's Estimate of Probable Costs: We will prepare 30% architectural, structural, and mechanical drawings that will be used as a lift station template for each of the four lift stations. The design will reflect the outcome of the design workshop and progress meetings described above. We will also analyze and identify how to obtain 3-phase power, water, and natural gas (if available) for all four project sites. An overall offsite utility sheet will be prepared for all four lift station sites documenting the results of the offsite utility analysis. A 30% engineer's estimate of probable costs for each lift station will also be prepared.

1B-5 SCADA and Controls Predesign Memo: BC&A will subcontract with SKM, who provides controls and SCADA consulting services to the City, to prepare a SCADA and Controls predesign memo. The memo will include a bill of materials for a typical lift station SCADA control panel that closely matches what the City currently has at other sites, as well as take advantage of the latest available technologies. This will be used to assist in the programming of each lift station, which will also be performed by SKM during the design phase of the project.

1B-6 Lift Station Preliminary Design Technical Memorandum: One pre-design memo will be prepared for Projects 5-8 summarizing the results of the tasks described above, including a record of decisions made during the design workshop and progress meetings. The 30% engineer's estimate of probable costs for each lift station will be included in the memo. A draft of the memo will be submitted to the City and Resource Consultants for review and comment prior to finalizing the memo and proceeding with the design phases of each project.

TASK 1C – PRE-DESIGN SERVICES GRAVITY SEWER & FORCE MAIN DESIGN (PROJECTS 1-4)

Objective: For Each respective pipeline project define final project design criteria and key elements for the pipeline projects (Projects 1 to 4) including: property and easement acquisition, pipeline hydraulic review for sewer lines, verification of pipeline size, depth and location, agency coordination and permitting requirements, utility requirements, construction constraints (constructability issues in high groundwater, public impact considerations, construction schedule constraints, etc.), and all other issues to be incorporated into the drawings and specifications.

Deliverables: A technical memorandum will be prepared to document the key assumptions needed for the pipeline projects including a geotechnical report and 30% design plans and 30% engineer's estimate of probable costs.

Tasks:

1C-1 Project Management, Contract Administration and Coordination: Provide overall project management and contract administration services. This will include regular internal coordination and progress meetings.

1C-2 Data Collection and Agency Coordination: Gather existing utility information for study of potential challenges, conflicts or related constructability issues. This will include:

- a. Contact utility companies to obtain data on existing utility locations, sizes, depths, etc.
- b. Where necessary, request "design" Blue Staking to assist in identifying utility locations
- c. In challenging area, arrange for potholing of utilities for more significant utility locating.
- d. Prepare written documentation of findings in the pre-design memo.

1C-3 ROW Acquisition and Public Outreach: Engineers to provide information to public involvement facilitators and ROW acquisition agents for ROW acquisition and ongoing public outreach activities. ROW acquisition may be required for the Howard Slough crossing if the crossing is unable to remain in the public ROW.

1C-4 Utility Search and Base Mapping: Creating AutoCAD design file base maps of project area for sewer lines and creating maps with utility information.

1C-5 Prepare 30% Plan and Profile of Gravity Sewer Design: Prepare 30% plan and profile drawings of the gravity sewer pipelines for Projects 1, 2, 3 and 4. We will use the collected information described in the tasks above to develop the preliminary plan and profiles. Sewer depths will be confirmed based upon the gravity piping's ability to serve each service area for each project. The location of the pipe will be determined based on decisions made from utility research, meetings with City staff and affected agencies, and pre-design constructability reviews.

1C-5a Howard Slough Crossing Alternative Analysis: As part of Project 1 an evaluation of potential alternatives for the gravity sewer pipeline crossing at the Howard Slough and 5000 W will be performed. We will coordinate closely with UDOT to keep the crossing within the public ROW. At a minimum, we will evaluate the following 2 options:

- a. Gravity Sewer Bridge
- b. Box Culvert Extension and Gravity Sewer Culvert

1C-6 Progress Meetings: Regular meetings will be held with the City and Resource Consultants to discuss progress being made for each project and to make key decisions to ensure the design is achieving the City's project objectives. The meetings are described as follows:

- a. Kick-off Meeting: The focus of this meeting will be to coordinate the project team's design approach with the City, identify any additional data needs from the City, and to identify key stakeholders that need to be contacted to learn about major concerns and issues regarding the projects and their property.
- b. Progress Meetings: Each progress meeting will be focused on predesign progress, key decisions that need to be made, and the plan moving forward to complete the projects on time meeting the City's objectives. These meetings will include coordination with Resource Consultants.
- c. Plan Review Meeting: This meeting will focus on discussing the City's plan review comments from the 30% design drawings and comments from the predesign memos described below.

1C-7 Pre-design Memos: A pre-design memo will be prepared for Projects 1 - 4 summarizing the results of the tasks described above, including a record of decisions made during the progress meetings. Drafts of the pre-design memo(s) will be submitted to the City and Resource Consultants for review and comment prior to finalizing the memo and proceeding with the final design phase of this project.

TASK 2 – PIPELINE FINAL DESIGN SERVICES (PROJECTS 1-4)

Objective: Prepare final sewer line design drawings and specifications to be used for bidding documents for the sewer lines in Projects 1 to 4 that meet the requirements of 2 CFR 200.

Deliverables: Design drawings and cost estimates at 60%, 90%, and 100% completion, specifications at 90% and 100% completion, and final Engineers Construction Cost Estimate and bid documents for bid phase.

Tasks:

2-1 Prepare 60% Pipeline Design: Prepare the pipeline design for Project 1-4 that include the following:

- a. Prepare base drawings for the chosen alignments based on the pre-design memo and 30% design.
- b. Incorporate existing utility data into the drawings.
- c. Show approximate property lines based on County parcel maps, street right-of-way, and sewer, temporary construction, and temporary access easements needed for the project.
- d. Identify potential utility conflicts on the drawings and proposed pothole locations.
- e. Prepare 60% plan drawings showing sewer pipe and manhole locations, connection points, and major crossings.
- f. Submit a draft copy of the 60% Design to the City for review and comment.
- g. Incorporate City comments in the 60% Design.
- h. Prepare and submit 60% cost estimate to the City for review and comment.
- i. Incorporate City comments in the 90% Design.

2-2 Prepare 90% Pipeline Design:

- a. Prepare 90% plan drawings showing plan, profile and design details of final sewer alignment.
- b. Submit a draft copy of the 90% design including draft technical specifications to the City for review and comment.
- c. Prepare and submit 90% cost estimate to the City for review and comment.
- d. Prepare and submit 90% specifications to the City for review and comment.
- e. Incorporate City comments in the 100% Design.

2-3 Final Bid Documents and Specifications:

- a. Complete the technical specifications for the project including civil, earth work, and pipeline specifications. Add the bidding documents, contractual documents, and conditions of the contract. We will use West Point City's front-end documents.
- b. Prepare an updated engineer construction cost estimate of probable costs based on the final construction drawings.

2-4 Final Design Meetings:

- a. The final design meetings will include reviewing the design progress of each project at 60%, 90% and 100% completion, permitting issues, and City review comments.

2-5 Agency Coordination and Review:

- a. Submit plans to agencies such as West Point City, UDOT, Davis County Public Works Department, the Army Corps of Engineers, as required for final permitting and approval.
- b. Incorporate comments from the agencies into the final set of bid documents.

TASK 3 – SEWER LIFT STATION DESIGN SERVICES (PROJECT 5-8)

Objective: Prepare final sewer lift station design drawings and specifications to be used for bidding documents for Projects 5 to 8 (Lift Stations 1 to 4) that meet the requirements of 2 CFR 200.

Deliverables: Design drawings and cost estimates at 60%, 90%, and 100% completion, specifications at 90% and 100% completion, and Final Engineers Estimate of Probable Costs and bid documents for bid phase.

Tasks:

3-1 Prepare a Final Hydraulic Analysis of the Pumps and Force Main: We will prepare a final hydraulic analysis of the pumps and force main for each sewer lift station site. We will coordinate with up to three different pump manufacturers to identify the appropriate flooded suction pumps to meet the hydraulic requirements of the force main and comply with UDEQ pump station requirements.

3-2 Prepare 60% Sewer Lift Station: Prepare the 60% sewer lift station design that includes the following:

- a. Perform a utility search of existing utilities that may be located on each of the lift station sites. Show said utilities on the utility plan.
- b. Prepare a 60% site plan, site utility plan, grading plan, architectural plan and elevation views, structural building plan and elevation views, mechanical building plan and section views, electrical site plan, power, lighting and instrumentation plan, power one-line diagram, instrumentation P&ID following the concept identified in the City's master plan.
- c. Prepare 60% engineer's estimate of probable costs.
- d. Submit a draft copy of the 60% Design to the City for review and comment.
- e. Incorporate City comments in the 90% Design.

3.2a Prepare 60% Force Main Design (Project 7 only):

- a. Prepare a 60% sewer force main plan and profile design for Project 7 (Lift Station 3) that extends from the lift station to 5000 West located in 1300 North, approximately 1400 linear feet in length.
- b. Perform a utility search of existing utilities that may be located in the new pipeline corridor within 1300 North.
- c. Prepare 60% force main engineer's estimate of probable costs.
- d. Submit a draft copy of the 60% Design to the City for review and comment.
- e. Incorporate City comments in the 90% Design.

3-3 Prepare 90% Sewer Lift Station Design: Prepare the 90% sewer lift station design for each lift station that includes the following:

- a. Prepare a 90% site plan, site utility plan, grading plan, architectural plan and elevation views, structural building plan and elevation views, mechanical building plan and section views, electrical site plan, power, lighting and instrumentation plan, power one-line diagram, instrumentation P&ID sheets, and detail sheets for all disciplines of lift station.
- b. Submit a draft copy of the 90% Design to the City for review and comment.
- c. Incorporate City comments in the 100% Design.

3.3a Prepare 90% Force Main Design (Project 7 only)

- a. Prepare a 90% sewer force main plan and profile design for Project 7 (Lift Station 3) including necessary project notes and details for the force main.
- b. Submit a draft copy of the 90% Design to the City for review and comment.
- c. Incorporate City comments in the 100% Design.

3-4 Final Bid Documents and Specifications:

- a. Complete the technical specifications for the project including civil, architectural, structural, mechanical, and electrical specifications.

- b. Add the bidding documents, contractual documents, and conditions of the contract, ensure all bidding documents meet applicable federal rules.
- c. Prepare an updated engineer estimate of probable construction costs based on the final construction drawings.

3-5 Final Design Meetings and Work Shop:

- a. It is anticipated that 8 meetings will be held with the City during the final design phases of the project. This will include meetings to review the design progress of the project at 60%, 90% and 100% completion, including meetings for control strategies, permitting, monthly progress or other issues. A workshop meeting will also be held with the City public works staff to address specific design questions regarding the lift station layout, functionality, and equipment preferences.

3-6 Agency Coordination and Review:

- a. Submit plans to agencies such as West Point City Engineering Department and to the Utah Department of Environmental Quality (UDEQ). Incorporate comments from the agencies into the final set of plans.

TASK 4 – BIDDING PROCESS

Objective: Assist the City with the bidding process including the recommendation of the lowest responsible and responsive bidder.

Deliverables: Any needed addendums to contractors, bid opening report, award recommendation letter and construction contract documents.

Our project approach of phasing the work into 8 different projects will provide the City with flexibility to combine multiple projects together for bidding and construction in various combinations or to bid and construct them separately. In any case, the bidding scope will include the following:

Tasks:

4-1 Specifications and Bid Document Addendums:

- a. Prepare and issue addendums as needed to answer questions from bidders regarding the design drawings and specifications.

4-2 Bidding Assistance:

- a. Assist the City with advertising the project by preparing a bid advertisement and contacting preferred contractors regarding the project, following City procurement standards.
- b. Attend and conduct the pre-bid meeting, prepare and distribute meeting minutes to attendees.

4-3 Bid Opening and Recommendations:

- a. Review bids and prepare award recommendation letter to the City.

4-4 Conformed Contract Documents:

- a. Prepare construction contracts in accordance with federal requirements.
- b. Incorporate bid addendums into the design drawings and specifications.

TASK 5 – CONSTRUCTION SERVICES (CURRENTLY ONLY SCOPED FOR PROJECTS 1, 2, AND 5)

Construction Period Services is currently scoped as an optional task phase that can be added at a later date if desired. Only construction period services for projects 1, 2 and 5 have been included in the attached fee estimate tables at this time.

Objective: Assist the City with the construction process including part time construction management services as detailed by project assumptions, assistance through any changes to the contract requirements, and record drawing documentation.

Deliverables: Record drawings, construction contract documents, and other documentation related to changes during construction.

5-1 Pre-Construction Meeting: Engineer will prepare an agenda, schedule, attend and document a pre-construction meeting with the successful contractor.

5-2 Services during construction (submittals, payments, claims, and CO): We will provide engineering services during construction of the project. Services will include shop drawing, submittal and schedule reviews, response to RFI's, evaluation of field changes and change orders, and review of contractor pay requests. We will provide a cloud-based construction management software (VPO) for administration of the construction contract to allow efficient coordination between the City, design team, and contractor.

5-3 Project Observation and Special Inspections:

We will provide a part time construction manager for the projects. The onsite representative will observe construction activities, will coordinate with the City and will coordinate field issues. Our CM document regular construction progress and meetings. Specific tasks include:

- Complete weekly reports summarizing the work completed discussions with the Contractor and City personnel.
- Meet monthly with Contractor to review progress and critical path tasks
- Meet weekly with the Contractor to coordinate work efforts for the week and identify monitoring and testing needs on the project
- Provide field observations during the course of construction to assist in assessing compliance with the contract documents.
- Review and prepare monthly pay requests to assess accuracy. Make recommendations to the Project Manager for action on the pay requests.
- Meet with the Contractor to complete a final review and walk-through of the project
- Prepare final punch lists for the Contractor with items that must be completed, repaired, replaced or modified prior to formal project completion.
- Prepare monthly progress reports including summary of work performed, photographs and history of progress payments.
- Meet weekly with contractor, City, Design team and others as necessary to coordinate construction
- Complete Rebar and Concrete special inspection for Project 5, lift station 2.

Assumptions:

- **Project 1** – ½ time project observation (20 hours per week) is assumed for a project duration of 28 weeks.
- **Project 2** – ½ time project observation (20 hours per week) is assumed for a project duration of 24 weeks.
- **Project 5** – ½ time project observation (20 hours per week) is assumed for a project duration of 60 weeks.
- Part-time, 20 hours per week, on-site observation by TEAM's Construction Manager has been included in the budget for the project durations assumed. Based upon our previous experience with projects of similar size and scope, part time observation is often sufficient, but it is highly variable depending upon the skill, experience, responsiveness and effectiveness of the contractor and ultimately upon overall construction duration of the project. The Team will work with the City to adjust our level of effort for this task as needed to reflect the changing needs of each construction project.

- Special inspections are assumed to be limited to rebar and concrete.

5-4 SCADA Integration Programming: For project 5 (lift station 2) includes sub-consulting with SKM for the West Point City's preferred SCADA integration programming provider. See exclusions below for items not able to be accurately estimated prior to completion of final design or for items SKM preferred to be subcontracted under the contractor, for contractor coordination purposes.

5-5 Construction Staking: Construction staking for the projects will be done by our licensed surveyors. The construction staking done in the following manner.

- Construction staking notification 7 days in advance.
- Gravity Sewer Lines: One offset stake for each manhole and one stake 100' out of manhole. Manholes and 100' alignment stake will only be staked one time.
- Force Mains: one offset stake to center line with flow line grade every 500'. Force main to be staked one time.
- Lift Stations: Staking of offsets to corners of building. Lift station to be staked twice.

5-6 Public Involvement – Construction Phase. TLG will keep the public informed during the construction process. Public messages and flyers will be delivered to residents and potential business owners that may be impacted throughout the construction phase of the project.

1. Coordinate with contractor at bi-weekly meetings
2. Design, create, and distribute informational fliers and door hangers to provide stakeholders with knowledge of upcoming events or tasks. (One flyer per construction project)
3. Distribute weekly project status email updates to the affected and surrounding public, agencies and utility companies.
4. Provide and maintain a project dedicated hotline phone number and email for stakeholders to call or message at any time (24/7 availability) during the pre-design and design of the project.
5. Create content for a project webpage on the City's website for the public to obtain information about the project and any updates.
6. Communicate regularly with property owners who are directly impacted and the public that interested in the project. Meet with residents on the project site as needed.

5-7 Project Documentation: We will produce final record drawings for the project. Redlines from the contractor, the City, as well as our on-site representatives redlines will be incorporated in the final record drawings. Record drawings will be delivered in PDF format.

EXCLUSIONS

The following items are not currently included in our work plan. If these additional services are later desired by the City, BC&A/JUB has the staff and qualified subconsultants to complete these additional tasks.

1. **Aerial Photography:** We have able to design most recent projects using aerial photography provided free of charge by UTAH's AGRC. No additional scope or fee has been included for project specific acquired aerial photography but could be added if it is determined that higher resolution aerial photography is needed or desired during the design process.
2. **Equipment or Material Pre-Purchase Documents:** This scope of services assumes that adequate schedule will be available for design and construction of the project without the need to accelerate material or equipment delivery by pre-purchase. Development of pre-purchase documents can be added to the project at a later time if determined to be necessary.
3. **Traffic Control Plans.** Our typical approach to design is to delegate the preparation of all traffic control plans to the contractor. This is because the plans are highly dependent on the means and methods of construction which are under the direction of the contractor. However, traffic authorities at the governing agency or UDOT may request some traffic control plans as part of design. If this is the case, these services will need to be added to the scope and fee.

4. **Subsurface Potholing Investigation.** Due to current uncertainty as to how many potholes may be required, A total of 10 potholes have been included in the budget. Additional potholes or other subsurface utility investigations may be added, if they are found to be needed during the final design effort.
5. **Coordination Services Required for Alternative Project Delivery Method:** This scope of services assumes a traditional Design-Bid-Build approach. If it is determined during design that a CMGC delivery method or alternative delivery methods will be better suited for the project, BC&A will work with the City adjust our services accordingly.
6. **Prequalification of contractors.** Contractor qualification requirements will be included with the bid packages. If separate contractor pre-qualification packages are found to be needed, they may be added to the project.
7. **Bid Alternatives.** Budgets do not assume design and competitive bidding of multiple pipe materials.
8. **Materials Testing Services.** Materials testing services and compaction testing services are assumed to be paid for by the contractor, by the City, or be added to the consultant contract during the construction phases of the work.
9. **SCADA Panel and Commissioning:** SKM provided SCADA integration programming is included in the construction phases for the projects above, but the following services available to be provided by SKM subconsultant are currently planned to be added under a construction contract. Without completion of final design, the details are not yet available to provide detailed fee of these items, but they can be added to either the construction contract or the consultant contract during construction as needed:
 - a. Provide Fabricated UL listed PLC control panel with record drawings
 - b. Provide instruments per engineer spec and instrument schedule including loop drawings
 - c. Provide PLC and operator interface programming per existing West Point system standards
 - d. Provide start-up and commissioning services and include West Point operator training

Project and Task Summary				
Task #	Task Description	Bid Project #	Description	Fee Total
1	Preliminary Design	-	Preliminary Design Services	\$780,743
2A	Final Design	1	Gravity Sewer for Areas 4, 5, and 6	\$200,050
2B	Final Design	2	Pipelines: Gravity and Forcemains Area 2	\$132,615
2B	Final Design	3	Pipelines: Gravity and Forcemains Area 7&8	\$108,880
2B	Final Design	4	Pipelines: Gravity and Forcemains Area 1	\$129,750
3	Final Design LS	5	Lift Station 2	\$206,320
3	Final Design LS	6	Lift Station 4	\$141,328
3	Final Design LS	7	Lift Station 3 and Forcemain Area 3	\$156,993
3	Final Design LS	8	Lift Station 1	\$141,328
4	Bidding	-	Bidding in each respective project	-
Design Subtotal				\$ 1,998,007
5.1	Eng. Serv. During Construction	1	Construction Services for Project 1	\$200,328
5.2	Eng. Serv. During Construction	2	Construction Services for Project 2	\$170,664
5.3	Eng. Serv. During Construction	5	Construction Services for Project 5	\$378,924
ESDC Subtotal				\$ 749,916
Total				\$ 2,747,923

**West Point City
Sewer System Expansion Project 2022
Engineering Fee Estimate**

Project 1

Revised 9/16/2022

LABOR	BC&A ENGINEERS		OPTICAL GROUP					J&J ENGINEERS					SUBTOTAL HOURS	SUBTOTAL COST	SUBTOTAL EXPENSES	TOTAL COST
	Eng IV T. Spawrons	Eng III C. Nelson	Admin. Support M. Smith	Design Support J. Smith	Field Support J. Smith	Project Support J. Smith	Project Support J. Smith	Project Support J. Smith	Project Support J. Smith	Project Support J. Smith	Project Support J. Smith	Project Support J. Smith				
Hourly Rate	\$145.00	\$160.00	\$53.00	\$125.00	\$152.00	\$168.00	\$215.00	\$190.00	\$225.00							
Project 1 - Gravity Sewer for Areas 4, 5 and 6																
Task 1C - Pre-design Services																
1-1 Project Management, Contract Administration and Coordination	6	10	8	92	58	174	84	18	84	543	\$94,827	\$4,950		\$99,777		
1-2 Data Collection and Agency Coordination	5	10	4	12	12	30	10	2	8	83	\$11,607			\$11,607		
1-3 ROW Acquisition and Public Outreach						24	10	2	8	74	\$12,694			\$12,694		
1-4 Utility Search and Base Mapping				20	10	10	6	0	2	48	\$6,967			\$6,967		
1-5 Prepare 50% Pipeline Design				48	24	30	16	2	4	124	\$19,478			\$19,478		
1-5a Alternative Analysis - Howard Slough crossing (Bridge / Culvert)				12	12	24	16	2	4	74	\$12,076			\$12,076		
1-6 Record, Progress Meetings, and APPA Coordination (Resource Constraints)				16	16	16	16	4	16	66	\$9,996			\$9,996		
1-7 Pre-design Memo			4			20	16	2	8	50	\$6,750			\$6,750		
Task 2A - Final Design Services																
2-1 Prepare 60% Pipeline Design	0	0	8	168	68	138	72	18	40	462	\$75,344	\$3,767		\$79,111		
2-2 Prepare 80% Pipeline Design				60	30	48	24	2	6	172	\$27,464			\$27,464		
2-3 Final Bid Documents and Specifications				40	30	30	16	2	8	128	\$20,056			\$20,056		
2-4 Final Design Meetings			6	8	8	8	8	8	8	58	\$6,000			\$6,000		
2-5 Agency Coordination and Review						8	8	8	8	32	\$4,384			\$4,384		
Task 4 - Bidding Services																
4-1 Specifications and Bid Document Addendums	0	0	0	12	8	34	14	6	14	88	\$13,778	\$788		\$14,566		
4-2 Bidding Assistance				4	4	16	8	2	4	38	\$4,795			\$4,795		
4-3 Bid Opening and Recommendations						8	8	2	4	14	\$2,074			\$2,074		
4-4 Confirmed Contract Documents				8	4	6	2	2	2	10	\$1,032			\$1,032		
	5	10	16	212	134	340	180	42	4	26	\$185,899	\$9,504		\$195,403		
Subtotals																
Expenses include:																
Mileage reimbursement at \$0.625/mile																
10% Markup on Outside Services																
3% Markup on J&J Tramping subcontract services																
Billing rates updated annually																

TOTAL LABOR COST	\$185,899
BC&A 2023 Labor Rate Adjustment	\$58
J-U-B 2023 Labor Rate Adjustment	\$4,569
EXPENSES	\$9,504
TOTAL COST	\$200,050

West Point City
Sewer System Expansion Project 2022
Engineering Fee Estimate

Revised 9/16/2022

Project 2

LABOR	BC&A ENGINEERS		OFFICE STAFF					JUB ENGINEERS					SUBTOTAL HOURS	SUBTOTAL COST	SUBTOTAL EXPENSES	TOTAL COST
	Eng. I	Eng. II	Admin. Assist.	Eng. III	Cost Estimator	Project Manager	Project Manager	Project Manager	Project Manager	Project Manager	Project Manager					
Hourly Rate	\$145.00	\$160.00	\$53.00	\$161.00	\$103.00	\$126.00	\$215.00	\$190.00	\$225.00							
Project 2 - Gravity and Force mains Area 2																
Task 1C - Preliminary Services	5	10	8	88	48	38	56	12	44							
1-1 Project Management, Contract Administration and Coordination																
1-2 Data Collection and Agency Coordination	5	10	4	20	8	8	16	2	12							
1-3 ROW Acquisition and Public Outreach			6	6	8	8	4	2	4							
1-4 Utility Search and Issue Meeting			10	10	10	10	4	0	2							
1-5 Prepare 50% Preliminary Design			24	24	24	20	12	2	4							
1-6 Kickoff, Progress Meeting, and AHPA Coordination (Resource Consultants)			4	12	4	4	8	2	8							
1-7 Prebid Meeting			8	116	44	52	68	19	34							
Task 2B - Final Design Services	0	0	0	40	20	24	16	2	8							
2-1 Prepare 60% Piping Design			30	30	16	20	16	2	8							
2-2 Prepare 60% Piping Design			24	24	8	8	16	2	4							
2-3 Final Bid Documents and Specifications			6	6	6	6	4	2	4							
2-4 Final Design Meeting			15	15	15	15	16	2	8							
2-5 Agency Coordination and Review			0	0	0	0	26	6	14							
Task 4 - Bidding Services	0	0	0	16	4	4	8	2	4							
4-1 Specifications and Bid Document Addendums			8	8	8	8	8	2	4							
4-2 Bidding Assistance			4	4	4	4	4	2	4							
4-3 Bid Opening and Recommendations			4	4	4	4	4	2	4							
4-4 Confirmed Contract Documents			4	4	4	4	6	2	4							
Subtotal	5	10	16	228	92	84	150	28	92							

Expenses include:		TOTAL LABOR COST	\$120,987
Miscellaneous reimbursement at \$0.625/mile		BC&A 2023 Labor Rate Adjustment	\$105
10% Markup on Outside Services		J-U-B 2023 Labor Rate Adjustment	\$5,340
5% Markup on JUB Training subcontractor services		EXPENSES	\$6,183
Billing rates updated annually		TOTAL COST	\$132,615

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Project 3

**Bowen Collins and Associates
ENGINEERS AND TECHNICIANS**

LABOR	OFFICE STAFF		ENGINEERS AND TECHNICIANS										SUBTOTAL HOURS	SUBTOTAL COST	SUBTOTAL EXPENSES	TOTAL COST	
	Editor	Technician III	Tech I	Tech II	Eng. I	Eng. II	Eng. III	Eng. IV	Eng. V	Eng. VI	Eng. VII	Eng. X					
Hourly Rate	\$74	\$101	\$84	\$137	\$118	\$137	\$153	\$160	\$183	\$206							
Project 3 - Gravity and Force Mains Area 7&8																	
Task 1C - Pre-design Services																	
1-1	4	0	42	17	38	46	86	40	12	17	15	302	\$42,195	\$466	\$42,661		
1-2					4	6	10	5				45	\$7,760		\$7,760		
1-3					5	8	8	5				25	\$3,624		\$3,624		
1-4			12	2	8	8	5	2				18	\$2,614		\$2,614		
1-5			30	15	8	14	15	5	4			37	\$4,407		\$4,407		
1-6					5	6	18	8	4			41	\$11,264		\$11,264		
1-7	4				8	12	10	5	4	2		45	\$6,358		\$6,358		
Task 2B - Final Design Services	2	6	100	45	43	67	87	32	6	0	0	308	\$49,101	\$108	\$49,209		
2-1			50	15	8	25	35	8				139	\$18,939		\$18,939		
2-2			50	30	15	20	20	8				143	\$17,160		\$17,160		
2-3	2	6			8	10	20	8	6			60	\$8,906		\$8,906		
2-4					4	8	12	6				30	\$4,364		\$4,364		
2-5					8	4	4	4				16	\$2,132		\$2,132		
Task 4 - Bidding Services	2	0	22	9	17	0	32	13	0	0	0	95	\$12,211	\$63	\$12,274		
4-1			10	5	6	6	12	5				37	\$4,751		\$4,751		
4-2					8		12	5				25	\$3,880		\$3,880		
4-3					2		8	1				9	\$1,314		\$1,314		
4-4	2		12	4	2		2	2				24	\$2,966		\$2,966		
Subtotals	8	6	164	71	98	113	205	85	18	17	0	785	\$103,507	\$716	\$104,223		

Expenses include:
 Mileage reimbursement at \$0.625/mile
 10% Markup on Outside Services
 5% Markup on JUB Teaming subconsultant services
 Billing rates updated annually

TOTAL LABOR COST	\$103,507
BC&A 2023 Labor Rate Adjustment	\$4,658
J-U-B 2023 Labor Rate Adjustment	\$0
EXPENSES	\$716
TOTAL COST	\$108,880

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Project 4

LABOR	BC&A ENGINEERS		J-U-B Engineers ENGINEERS AND TECHNICIANS						SUBTOTAL HOURS	SUBTOTAL COST	SUBTOTAL EXPENSES	TOTAL COST
	Eng M T. Sparrow	Eng M C. Valiga	Senior Estimator A. Madsen	Estimator J. Foster	Project Manager T. Allen	Project Manager B. Miska	Project Manager B. Miska					
Hourly Rate	\$145.00	\$180.00	\$53.00	\$125.00	\$152.00	\$168.00	\$215.00	\$140.00	\$225.00			
Project 4 - Gravity and Eccomatin Area 1												
Task 1C - Pre-design Services	5	10	8	48	48	82	38	12	40	289	\$48,841	
1-1 Project Management, Contract Administration and Coordination	5	10	4	6	6	20	10	2	12	63	\$11,127	
1-2 Data Collection and Agency Coordination						8	4	2	6	36	\$6,150	
1-3 ROW Acquisition and Public Outreach						8	4	2	6	22	\$4,364	
1-4 Utility Search and Base Mapping				20	10	10	4	0	2	46	\$7,010	
1-5 Prepare 30% Pipeline Design				20	30	24	8	2	4	68	\$14,062	
1-6 Kickoff, Progress Meetings, and AIRPA Coordination (Resource Consultants)				4	4	4	2	2	4	12	\$2,362	
1-7 Pre-design Memo			4	4	4	2	2	2	4	22	\$3,698	
Task 2B - Final Design Services	0	0	8	64	54	120	56	10	30	342	\$57,482	
2-1 Prepare 60% Pipeline Design			8	16	16	30	16	2	8	118	\$21,890	
2-2 Prepare 80% Pipeline Design			8	16	16	30	16	2	8	118	\$21,890	
2-3 Final Bid Documents and Specifications			8	8	8	24	16	2	4	70	\$12,902	
2-4 Final Design Meetings			8	8	8	24	16	2	8	78	\$14,364	
2-5 Agency Coordination and Review			8	8	8	24	16	2	8	78	\$14,364	
Task 4 - Bidding Services	0	0	0	0	4	30	14	6	10	64	\$12,048	
4-1 Specifications and Bid Document Administration			0	0	4	15	8	2	4	34	\$6,296	
4-2 Bidding Assistance			0	0	4	4	2	2	4	16	\$3,042	
4-3 Bid Opening and Recommendations			0	0	4	4	2	2	2	10	\$1,932	
4-4 Confirmed Contract Documents			0	0	4	4	2	2	4	14	\$2,718	
Subtotal	5	10	16	112	105	232	106	28	80	695	\$118,371	

TOTAL LABOR COST	\$118,371
BC&A 2023 Labor Rate Adjustment	\$105
J-U-B 2023 Labor Rate Adjustment	\$5,222
EXPENSES	\$6,052
TOTAL COST	\$129,750

Expenses include:
 Mileage reimbursement at \$0.625/mile
 10% Markup on Outside Services
 5% Markup on JUB Teaming subcontractor services
 Billing rates updated annually

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Project 5

**Bowen Collins and Associates
ENGINEERS AND TECHNICIANS**

LABOR	OFFICE STAFF												SUBTOTAL HOURS	SUBTOTAL COST	SUBTOTAL EXPENSES	TOTAL COST
	Task 1 T. Trammell \$101.00	Task 2 W. Hibert \$126.00	Task 3 S. Riggs \$137.00	Task 4 W. Anderson \$137.00	Task 5 S. Meyer \$190.00	Task 6 S. Pugh \$135.00	Task 7 S. Gilbert \$198.00	Task 8 J. Lane \$135.00	Task 9 S. Colmaugh \$184.00	Task 10 D. Youngstrom \$205.00	Task 11 B. Wyatt \$183.00	Task 12 B. Packer \$197.00				
Projects - Lit Station 2	10	48	160	208	158	74	20	44	40	8	30	145	1113	\$164,967	\$23,422	\$188,389
Task 3 - Final Design Services																
3-1 Prepare Final Hydraulic Analysis of the Pumps and Force Main		20	60	76	40	14	6	18	16	2	10	5	15	\$2,365		
3-2 Prepare 60% Sewer LIT Station Design		20	100	120	80	52	8	18	16	2	10	30	306	\$47,408		
3-3 Prepare 90% Sewer LIT Station Design		10	6	10	40	8	4	6	6	4	10	20	170	\$72,012		
3-4 Final Bid Documents and Specifications		0	0	0	0	0	0	0	0	0	0	0	0	\$26,026		
3-5 Final Design Meetings (8) / Workshops (1)		0	0	0	0	0	0	0	0	0	0	0	0	\$8,286		
3-6 Agency Coordination and Review		0	0	0	0	0	0	0	0	0	0	0	0	\$8,880		
Task 4 - Bidding Services																
4-1 Specifications and Bid Document Addendums		0	0	5	5	0	0	5	2	0	0	22	49	\$5,347	\$1,785	\$10,132
4-2 Bidding Assistance														\$2,293		
4-3 Bid Opening and Recommendations														\$1,570		
4-4 Contract Documents														\$798		
Subtotal	10	48	160	213	193	74	20	49	42	8	30	167	1162	\$173,314	\$25,207	\$198,521

Expenses include:
 Mileage reimbursement @ \$0.625/mile
 10% Markup on Outside Services
 9% Markup on JUB Training subconsultant services
 Billing rates updated annually

TOTAL LABOR COST	\$173,314
BC&A 2023 Labor Rate Adjustment	\$7,799
JUB 2023 Labor Rate Adjustment	\$0
EXPENSES	\$25,207
TOTAL COST	\$206,320

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Project 6

CAD/DR	Bowen Colvine and Associates ENGINEERS AND TECHNOLOGISTS															SUBTOTAL COST	SUBTOTAL EXPENSE	TOTAL COST							
	10	24	160	105	126	116	37	10	22	20	4	15	110	5	769										
Hourly Rate	\$107.00	\$95.00	\$126.00	\$137.00	\$137.00	\$140.00	\$135.00	\$196.00	\$135.00	\$184.00	\$205.00	\$103.00	\$197.00												
Project 6 - Lift Station 1																									
Task 3 - Final Design Services	10	24	160	105	126	116	37	10	22	20	4	15	110	5	769	\$112,497	\$13,261	\$125,758							
3-1 Prepare Final Hydraulic Analysis of the Pump and Force Main					10										15		\$2,365								
3-2 Prepare 90% Sewer Lift Station Design		10	60	40	30	30	7	4	9	8	1	5	20	20	224	\$2,379									
3-3 Prepare 90% Sewer Lift Station Design			100	60	30	40	28	4	9	8	1	5	20	20	313	\$44,321									
3-4 Final Bid Documents and Specifications		4		5	20	10	4	2	4	4	2	5	10	15	66	\$11,918									
3-5 Final Design Meetings (8) / Workshops (1)					16										47	\$7,707									
3-6 Agency Coordination and Review					20										60	\$13,620									
Task 4 - Bidding Services	6	0	0	5	5	10	0	0	5	2	0	0	22	40	49	\$8,347	\$1,765	\$10,112							
4-1 Specifications and Bid Document Addendums					5				4	2			5	16	5	\$2,693									
4-2 Bid/Pre Assistance															8	\$1,576									
4-3 Bid Opening and Recommendation					5										4	\$768									
4-4 Construct Contract Documents															21	\$3,200									
Subtotal	10	24	160	110	131	126	37	10	27	22	4	15	132	88	808	\$170,844	\$18,046	\$188,890							

TOTAL LABOR COST	\$170,844
BC&A 2023 Labor Rate Adjustment	\$5,438
J-U-B 2023 Labor Rate Adjustment	\$0
EXPENSES	\$15,046
TOTAL COST	\$191,328

Expenses include:
 Mileage reimbursement at \$0.625/mile
 10% Markup on Outside Services
 5% Markup on JUB Training/subconsultant services
 Billing rates updated annually

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Project 7

LABOR	BOWEN COLLINS AND ASSOCIATES ENGINEERS AND TECHNICIANS												SUBTOTAL COST	SUBTOTAL HOURS	SUBTOTAL EXPENSES	TOTAL COST				
	Principal Eng. A. M. Nelson	Principal Eng. B. S. Meyer	Principal Eng. C. W. Adams	Principal Eng. D. Young	Principal Eng. E. J. Lab	Principal Eng. F. S. Pugh	Principal Eng. G. D. Young	Principal Eng. H. S. Meyer	Principal Eng. I. S. Meyer	Principal Eng. J. S. Meyer	Principal Eng. K. S. Meyer	Principal Eng. L. S. Meyer								
Hourly Rate	\$101.00	\$126.00	\$137.00	\$137.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00		
Project 7 - Lift Station 2 and Force Main																				
Task 3 - Final Design Services																				
3-1 Prepare Final Hydraulic Analysis of the Pump and Force Main	10	24	156	108	162	115	37	10	19	20	4	4	15	138	5	15	\$2,355	\$127,457	\$13,251	\$140,748
3-2 Prepare 60% Sewer Lift Station Design	15	60	42	30	30	7	4	8	1	5	20	20	20	20	20	20	\$2,376	\$32,276		\$32,276
3-3 Prepare 60% Sewer Force Main Design	15	24	24	24	24	4	4	4	4	4	4	4	4	4	4	4	\$7,100	\$7,100		\$7,100
3-3a Prepare 60% Sewer Lift Station Design	15	100	60	40	40	20	4	4	4	4	4	4	4	4	4	4	\$43,648	\$43,648		\$43,648
3-3a Prepare 60% Sewer Force Main Design	15	4	12	8	20	10	4	2	6	4	2	2	15	15	15	15	\$1,944	\$1,944		\$1,944
3-4 Final Bid Documents and Specifications	10	4	8	8	8	8	8	8	8	8	8	8	8	8	8	8	\$13,064	\$13,064		\$13,064
3-5 Final Design Meeting (3 / Worklog 11)																	\$13,062	\$13,062		\$13,062
3-6 Agency Coordination and Review																	\$13,020	\$13,020		\$13,020
Task 4 - Bidding Services																				
4-1 Specifications and Bid Document Advertisements	0	0	5	5	5	10	0	0	5	2	0	0	22	48	5	48	\$5,347	\$5,347		\$5,347
4-2 Bidding Assistance																	\$2,085	\$2,085		\$2,085
4-3 Bid Opening and Recommendations																	\$1,975	\$1,975		\$1,975
4-4 Contract Documents																	\$188	\$188		\$188
Subtotal:	10	24	196	113	167	126	37	10	24	22	4	4	15	160	5	909	\$138,834	\$18,046	\$156,880	\$150,834

Expenses include:
 Mileage reimbursement at \$0.65/mile
 10% Markup on Outside Services
 1% Markup on JUB Training subcontractor services
 Billing rates updated annually

TOTAL LABOR COST	\$138,834
BC&A 2023 Labor Rate Adjustment	\$6,113
JUB 2023 Labor Rate Adjustment	\$0
EXPENSES	\$15,046
TOTAL COST	\$156,993

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Project 8

Bowen Collins and Associates

LABOR	OFFER/ESTIMATE												SUBTOTAL HOURS	SUBTOTAL COST	SUBTOTAL EXPENSE	TOTAL COST	
	1. Hubert	2. Ramon	3. Ryan	4. Subroto	5. Arindita B. Ghosh	6. S. Mohan	7. S. Raju	8. S. Srinivas	9. S. Srinivas	10. S. Srinivas	11. S. Srinivas	12. S. Srinivas					
Hourly Rate	\$101.00	\$98.00	\$128.00	\$137.00	\$137.00	\$160.00	\$135.00	\$196.00	\$135.00	\$184.00	\$205.00	\$161.00	\$197.00				
Project 8 - JUB Station 1																	
Task 3 - Final Design Services																	
3-1 Prepare Final Hydraulic Analysis of the Pumps and Force Main	10	24	160	105	126	116	37	10	22	20	4	15	110	709	\$112,497	\$13,261	\$125,758
3-2 Prepare 80% Sewer LR Station Design	10	60	30	40	30	30	7	4	9	8	1	5	30	15	\$3,225		
3-3 Prepare 90% Sewer LR Station Design	10	100	50	50	40	40	20	4	9	8	1	5	20	224	\$32,576		
3-4 Final Bid Documents and Specifications	4	4	100	5	20	10	4	2	4	4	2	5	10	313	\$44,374		
3-5 Final Design Meetings (5) / Workshop (1)					15	16	16						15	47	\$11,918		
3-6 Agency Coordination and Review					20	20							40	80	\$7,707		
Task 4 - Bidding Services	0	0	0	5	5	10	0	0	5	2	0	0	22	40	\$13,000	\$8,347	\$10,132
4-1 Specifications and Bid Document Addendums					5	5			4	2			5	16	\$2,693		
4-2 Bidding Assistance														8	\$1,876		
4-3 Bid Opening and Recommendations					5	5							4	4	\$768		
4-4 Confirmed Contract Documents													5	21	\$3,200		
Subtotal	10	24	160	110	131	126	37	10	27	22	4	15	132	808	\$120,644	\$15,646	\$136,890

Expenses include:
 Mileage reimbursement at \$0.625/mile
 10% Markup on Outside Services
 5% Markup on JUB Teaming subconsultant services
 Billing rates updated annually

TOTAL LABOR COST	\$120,644
BC&A 2023 Labor Rate Adjustment	\$5,438
J-U-B 2023 Labor Rate Adjustment	\$0
EXPENSES	\$15,046
TOTAL COST	\$141,328

West Point City
Sewer System Expansion Project 2022
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Project 1 CM

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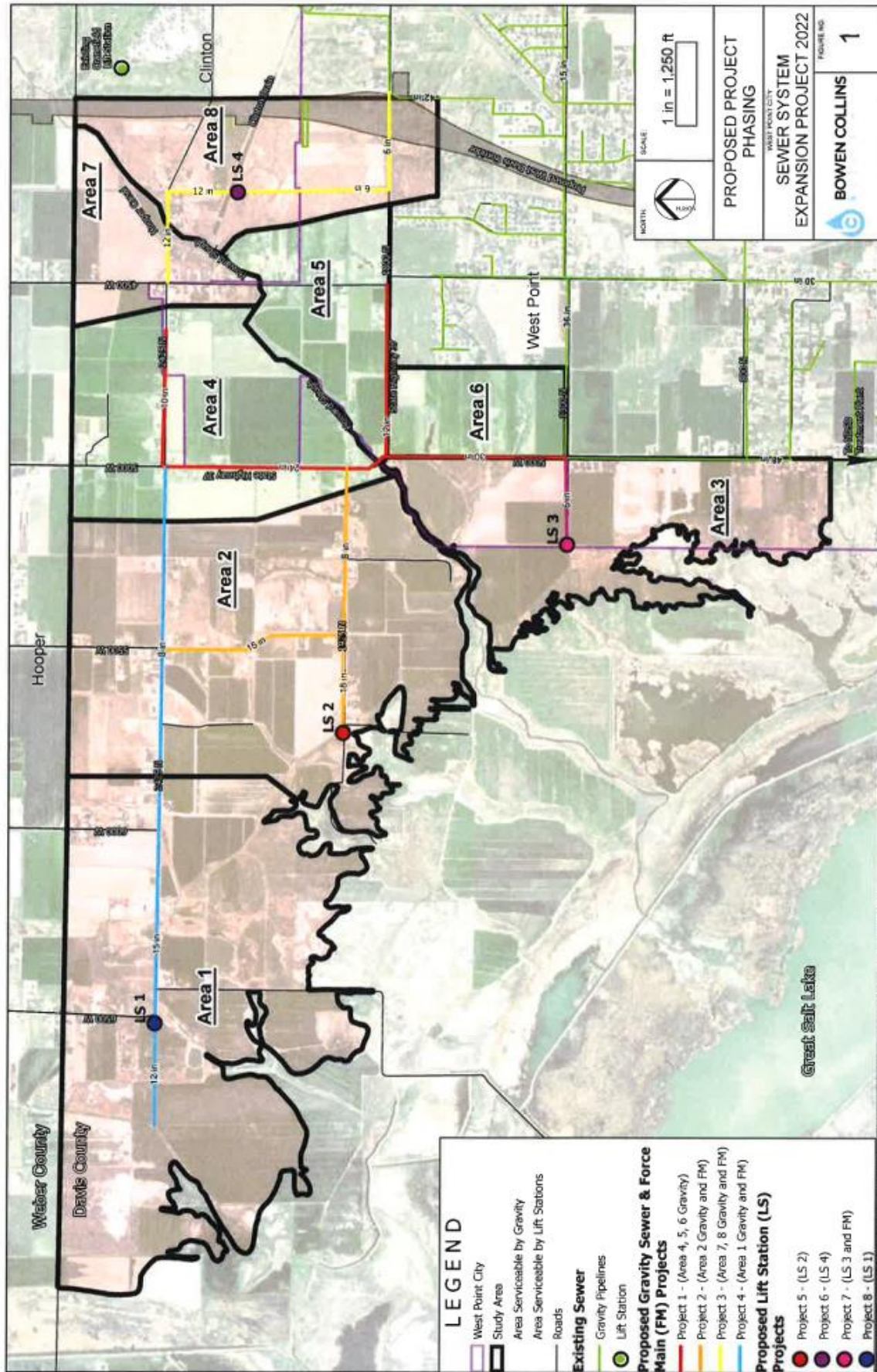
LABOR	SOWEN COLLINS and Associates ENGINEERS AND TECHNICIANS												SUBTOTAL HOURS	SUBTOTAL COST	SUBTOTAL EXPENSE	TOTAL COST	
	Eng. I	Eng. II	Eng. III	Eng. IV	Eng. V	Eng. VI	Eng. VII	Eng. VIII	Eng. IX	Eng. X	Eng. XI	Eng. XII					
Hourly Rate	\$145.00	\$180.00	\$197.00	\$200.00	\$200.00	\$158.00	\$146.00	\$133.00	\$92.00	\$198.00	\$141.00	\$208.00	\$188.00	\$215.00	\$116.00	\$25.00	
Project 8 - Gravity Sewer for Areas 6, 8 and 8 Construction Services	5	19	10	10	10	16	18	58	277	8	8	12	70	60	4	58	1200
Task 8 - Construction Services																	
8.1 Pre-Construction Meeting																	
8.2 Review Drawings (Utilities, Pipelines, Owners, and City)																	
8.3 Obtain Permits and Submit Applications (50 days for 20 permits)																	
8.4 Construction Services																	
8.5 Public Involvement																	
8.6 Project Documentation																	
Subtotals:	5	19	10	10	10	15	22	68	277	8	8	12	70	50	4	58	1200
Expenses include:																	
Meal reimbursement at \$0/meal																	
17% Markup on Outside Services																	
5% Markup on JAB Training subcontract services																	
(Billing rates updated annually)																	
TOTAL LABOR COST																	
ICMA 2022 Labor Rate Adjustment																	
JAB 2022 Labor Rate Adjustment																	
EXPENSES																	
TOTAL COST																	

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Project 2 CM

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LADDER	Eowyn Collins and Associates ENGINEERS AND TECHNICIANS				JULB Engineers REGISTERED PROFESSIONALS												SUBTOTAL HOURS	SUBTOTAL GROSS EXPENSE	SUBTOTAL TOTAL COST
	Eng I T. Salmore	Eng II C. Thompson	Eng III S. Packer	Eng IV K. Larson	Project Manager A. Salmore	Senior Engineer C. Thompson	Engineer S. Packer	Engineer K. Larson	Senior Engineer A. Salmore	Senior Engineer C. Thompson	Engineer S. Packer	Engineer K. Larson	Senior Engineer A. Salmore	Senior Engineer C. Thompson					
Hourly Rate	\$145.00	\$190.00	\$190.00	\$206.00	\$487.00	\$200.00	\$158.00	\$148.00	\$132.00	\$92.00	\$198.00	\$141.00	\$208.00	\$168.00	\$215.00	\$225.00			
Block 5 - Construction Services	5	15	10	10	15	20	480	15	50	238	8	8	10	64	40	50	1044		
5-1 Pre-Construction Services		4				15	4		4	4				4		4	32		
5-2 Services During Construction (Standards, Payments, Claims, and COB)		15	10	10	15	15	476						40	28	32	156	156		
5-3 Project Observation and Special Inspections (1/2 time for 24 weeks)					15			15			8				2	10	10		
5-4 Construction Staging									45	234	8	8	10	12	8	12	50		
5-5 Public Involvement																	50		
5-6 Project Documentation																	50		
Subtotal						20	480	15	50	238	8	8	10	64	40	50	1044		
EXCLUDED LOGS:																			
Message reimbursement at 50.025/mile																			
10% Markup on Outside Services																			
5% Markup on JULB Training/educational services																			
Billing rates updated annually																			
TOTAL LABOR COST																	\$152,233		
BCMA 2023 Labor Rate Adjustment																	\$590		
JULB 2023 Labor Rate Adjustment																	\$7,373		
EXPENSES																	\$7,648		
TOTAL COST																	\$170,864		



C: Approved Budget

Consult West Point’s Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items. Detailed Task Budget is available in Exhibit B.

<u>REVENUES</u>		Total Revenue
Bowen Collins & Associates, Inc. Coronavirus State and Local Fiscal Recovery Funds Awarded		\$ 1,998,007.00
<u>Budget Cost Categories</u>	OMB Uniform Guidance Federal Awards Reference 2 C.F.R. Part 200	Total Expenditures
1. Personnel (Salary and Wages)		\$
2. Fringe Benefits		\$
3. Travel		\$
4. Equipment		\$
5. Supplies		\$
6. Contractual Services and Subawards		\$ 1,998,007.00
7. Consultant (Professional Service)		\$
8. Construction		\$
9. Occupancy (Rent and Utilities)		\$
10. Research and Development (R&D)		\$
11. Telecommunications		\$
12. Training and Education		\$
13. Direct Administrative Costs		\$
14. Miscellaneous Costs a. Advertising and public relations costs b. Materials and supplies costs, including costs of computing devices		\$
15. <i>Add additional cost items as needed</i>		
16. Total Direct Costs (add lines 1-15)		\$ 1,998,007.00
17. Total Indirect Costs		\$ 0
Rate %:		\$
Base*:		
18. Total Costs Federal Grant Funds (Lines 16 and 17) <u>MUST EQUAL REVENUE TOTALS ABOVE</u>		\$ 1,998,007.00

* *The Base is modified total direct costs (MTDC) of the subaward project. Pursuant to 2 C.F.R. § 200.1, MTDC means all direct salaries and wages, applicable fringe benefits, materials and [supplies](#), services, travel, and up to the first \$25,000 of each [subaward](#) (regardless of the [period of performance](#) of the subawards under the award). MTDC excludes [equipment](#), [capital expenditures](#), charges for patient care, rental costs, tuition remission, scholarships and fellowships, [participant support costs](#) and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the [cognizant agency for indirect costs](#).*

Exhibit D: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Instructions for Certification

1. By signing and submitting this document, the Contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when entering into this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the U.S. Department of the Treasury may pursue available remedies, including suspension and/or debarment.
3. Contractor shall provide immediate written notice to West Point if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms applicable to this certification are set forth in 2 C.F.R. Part 180. You may contact West Point for assistance in obtaining a copy of those regulations.
5. Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation, unless authorized by the U.S. Department of the Treasury.
6. Contractor agrees that it will include a similar certification in all of its solicitations and contracts relating to this agreement.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the U.S. Department of the Treasury may pursue available remedies, including suspension and/or debarment.

Certification

By signing below, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation.

 16 Nov. 2022

Signature and Date

Keith J. Larson

Printed Name

Vice President

Title

Bowen Collins & Associates

Organization

Exhibit E: Lobbying Certification

(For Contracts, Grants, Loans, and Cooperative Agreements)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Contractor's Authorized Official

Keith J. Larson, Vice President
Name and Title of Contractor's Authorized Official

16 Nov. 2022
Date

Exhibit F: Mandatory Contract Provisions

Bowen Collins shall include the following mandatory contract provisions in its contracts/agreements with additional engaged contractors/subcontractors:

- A. In accordance with 41 U.S.C. § 4712, an employee of the Contractor, or an employee of a subcontractor of the Contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Contractor shall ensure that the requirements in this provision are included in all contracts and purchase orders for work or products relating to this contract.
- B. In accordance with 41 U.S.C. § 4304, the following costs are not allowable under this contract:
 - 1. Costs of entertainment, including amusement, diversion, and social activities, and any costs directly associated with those costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
 - 2. Costs incurred to influence (directly or indirectly) legislative action on any matter pending before the United States Congress, a state legislature, or a legislative body of a political subdivision of a state.
 - 3. Costs incurred in defense of any civil or criminal fraud proceeding or similar proceeding (including filing of any false certification) brought by the federal government where the Contractor or a subcontractor is found liable or had pleaded nolo contendere to a charge of fraud or similar proceeding (including filing of a false certification).
 - 4. Payments of fines and penalties resulting from violations of, or failure to comply with, federal, state, local, or foreign laws and regulations, except when incurred as a result of compliance with specific terms and conditions of the contract or specific written instructions from the contracting officer authorizing in advance those payments in accordance with applicable provisions of the Federal Acquisition Regulation.
 - 5. Costs of membership in any social, dining, or country club or organization.
 - 6. Costs of alcoholic beverages.
 - 7. Contributions or donations, regardless of the recipient.
 - 8. Costs of advertising designed to promote the Contractor, a subcontractor or its/their products.
 - 9. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
 - 10. Costs for travel by commercial aircraft that exceed the amount of the standard commercial fare.
 - 11. Costs incurred in making any payment (commonly known as a “golden parachute payment”) that is in an amount in excess of the normal severance pay paid by the Contractor or a subcontractor to an employee on termination of employment and paid to the employee contingent on, and following, a change in management control over, or ownership of, the Contractor or a subcontractor or a substantial portion of the Contractor or a subcontractor’s assets.
 - 12. Costs of commercial insurance that protects against the costs of the Contractor or a subcontractor for correction of the Contractor or a subcontractor’s own defects in materials or workmanship.
 - 13. Costs of severance pay paid by the Contractor or a subcontractor to foreign nationals employed by the Contractor under a service contract performed outside the United States, to the extent that the amount of severance pay paid in any case exceeds the amount paid in the industry involved under the customary or prevailing practice for firms in that industry providing similar services in the United States, as determined under the Federal Acquisition Regulation.
 - 14. Costs of severance pay paid by the Contractor or a subcontractor to a foreign national employed by the Contractor or a subcontractor under a service contract performed in a foreign country if the

termination of the employment of the foreign national is the result of the closing of, or the curtailment of activities at, a Federal Government facility in that country at the request of the government of that country.

15. Costs incurred by the Contractor or a subcontractor in connection with any criminal, civil, or administrative proceeding commenced by the federal government or a state.
16. Costs of compensation of a Contractor's employee or a subcontractor's employee for a fiscal year, regardless of the contract funding source, to the extent that such compensation exceeds \$625,000 adjusted annually for the U.S. Bureau of Labor Statistics Employment Cost Index for total compensation for private industry workers, by occupational and industry group not seasonally adjusted, except that the executive agency may establish exceptions for positions in the science, technology, engineering, mathematics, medical, and cybersecurity fields and other fields requiring unique areas of expertise upon a determination that such exceptions are needed to ensure that the executive agency has continued access to needed skills and capabilities.
17. Costs of compensation of a Contractor's employee or a subcontractor's employee for a fiscal year, regardless of the contract funding source, to the extent that such compensation exceeds \$487,000 per year, adjusted annually to reflect the change in the Employment Cost Index for all workers, as calculated by the Bureau of Labor Statistics, except that the head of an executive agency may establish one or more narrowly targeted exceptions for scientists, engineers, or other specialists upon a determination that such exceptions are needed to ensure that the executive agency has continued access to needed skills and capabilities.

C. In accordance with 2 C.F.R. § 200.404, the Contractor agrees as follows:

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when a project is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

1. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the Contractor's business or the proper and efficient performance of the applicable Federal award.
2. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the applicable Federal award.
3. Market prices for comparable goods or services for the geographic area.
4. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to Bowen Collins West Point City, and Davis County, their employees, where applicable their students or membership, the public at large, and the federal government.
5. Whether the Contractor significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the applicable Federal award's cost.

D. In accordance with 2 C.F.R. § 200.321, the Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

E. In accordance with Appendix II to 2 C.F.R. Part 200 (A), the parties agree as follows:

1. Disputes arising in the performance of this contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of Bowen Collins's [title of employee]. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to Bowen Collins's [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Bowen Collins's [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. Unless otherwise directed by Bowen Collins, the Contractor shall continue performance under this contract while matters in dispute are being resolved.
3. Should either party to this contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within one year after the first observance of such injury or damage.
4. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between Bowen Collins and the Contractor arising out of or relating to this contract or its breach will be decided by mediation, if the parties mutually agree, or in a court of competent jurisdiction within Davis County, Utah.
5. The duties and obligations imposed by this contract and the rights and remedies available under this contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Bowen Collins or the Contractor shall constitute a waiver of any right or duty afforded any of them under this contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

F. In accordance with Appendix II to 2 C.F.R. Part 200 (B), the parties agree as follows:

1. Bowen Collins may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in Bowen Collins's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Bowen Collins to be paid to the Contractor. If the Contractor has any property in its possession belonging to Bowen Collins, the Contractor will account for the same, and dispose of it in the manner that Bowen Collins directs.
2. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Bowen Collins may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If it is later determined by Bowen Collins that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Bowen Collins, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
3. If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to

complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Bowen Collins may terminate this contract for default. Bowen Collins shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Bowen Collins may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Bowen Collins resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Bowen Collins in completing the work. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (Examples of such causes include: acts of God, acts of Bowen Collins, acts of another contractor in the performance of a contract with West Point City, epidemics, quarantine restrictions, strikes, and freight embargoes); and
- b. The Contractor, within 10 days from the beginning of any delay, notifies Bowen Collins in writing of the causes of delay (If in the judgment of Bowen Collins, the delay is excusable, the time for completing the work shall be extended. The judgment of Bowen Collins shall be final and conclusive on the parties, but subject to appeal under the disputes clauses).

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Bowen Collins.

G. In accordance with Appendix II to 2 C.F.R. Part 200 (C), the parties agree as follows:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer;
 - b. Recruitment or recruitment advertising;
 - c. Layoff or termination;
 - d. Rates of pay or other forms of compensation; and
 - e. Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise

have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under Section G, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding this section and the provisions of Sections 1 through 8 of Section G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. In accordance with Appendix II to 2 C.F.R. Part 200 (E), the parties agree as follows:

1. Overtime requirements. Neither the Contractor nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the section set forth directly above, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor or such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the section set forth directly above, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the section set forth directly above.

3. Withholding for unpaid wages and liquidated damages. The U.S. Department of the Treasury, Davis County, West Point City, or Bowen Collins shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or a subcontractor under any such contract or any other federal contract with the Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or a subcontractor for unpaid wages and liquidated damages as provided in the section set forth directly above.
4. Subcontracts. The Contractor or a subcontractor shall insert in any subcontracts the clauses set forth in Sections 1 through 4 of Section H and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 1 through 4 of Section H.

The parties further agree as follows:

1. The Contractor or a subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 2. Records to be maintained under the section set forth directly above shall be made available by the Contractor or a subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or a subcontractor will permit such representatives to interview employees during working hours on the job.
- I. In accordance with Appendix II to 2 C.F.R. Part 200 (G), the parties agree as follows:
1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401 et seq. (as amended). The Contractor agrees to report each violation to Bowen Collins and understands and agrees that Bowen Collins will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the U.S. Department of the Treasury.
 2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. (as amended). The Contractor agrees to report each violation to Bowen Collins and understands and agrees that Bowen Collins will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the U.S. Department of the Treasury.
- J. In accordance with Appendix II to 2 C.F.R. Part 200 (H), the parties agree as follows:

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2

C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Bowen Collins. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Bowen Collins, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor, as a bidder or proposer, agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the procurement process and throughout the period of any contract that may arise from the procurement process. The Contractor, as a bidder or proposer, further agrees to include a provision requiring such compliance in its lower tier covered transactions.

K. In accordance with Appendix II to 2 C.F.R. Part 200 (I), the parties agree as follows:

1. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.
2. The following certification language must be included for contracts, grants, loans, and cooperative agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Bowen Collins shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of the Contractor's Authorized Official

Name and Title of the Contractor's Authorized Official

Date

L. In accordance with Appendix II to 2 C.F.R. Part 200 (J) and 2 C.F.R. 200.323, the parties agree as follows:

In accordance with 2 C.F.R. 200.323, in the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. In accordance with Appendix II to 2 C.F.R. Part 200 (K) and 2 C.F.R. 200.216, the parties agree as follows:

Bowen Collins and the Contractor are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

N. In accordance with Appendix II to 2 C.F.R. Part 200 (L) and 2 C.F.R. 200.322, the parties agree as follows:

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

O. In accordance with 2 C.F.R. 200.329 (d), the parties agree as follows:

For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

P. In accordance with 2 C.F.R. 200.329 (e), the parties agree as follows:

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Contractor must inform Bowen Collins and Bowen Collins must then inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Q. In accordance with 2 C.F.R. 200.329 (f), the parties agree that the Federal awarding agency may make site visits as warranted by program needs.

R. In accordance with 2 C.F.R. 200.308 (h), (i), and (j), the parties agree as follows:

The Contractor must request prior written approval promptly from Bowen Collins and Bowen Collins must then request prior written approval promptly from the Federal awarding agency for budget revisions whenever paragraph 1, 2, or 3 of this section applies:

1. The revision results from changes in the scope or the objective of the project or program.
2. The need arises for additional federal funds to complete the project.
3. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. Part 200, Subpart E.

No other prior approval requirements for budget revisions may be imposed unless an exception has been approved by OMB.

When a Federal awarding agency makes a Federal award that provides support for construction and non-construction work, the Federal awarding agency may require the recipient to obtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

S. In accordance with 2 C.F.R. 200.308 (i), the parties agree that when requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.

T. In accordance with 2 C.F.R. 200.308 (j), the parties agree as follows:

Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

- U. In accordance with Title VI of the Civil Rights Act of 1964, the parties agree that the Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement. The Contractor must require any contractors or subcontractors to agree to this language and must incorporate this language in every contract or agreement relating to this RFP.
- V. The Contractor shall obtain all applicable federal, state, and local licenses to provide the goods or perform the services under this contract. These licenses must be maintained by the Contractor for the duration of the contract.
- W. The Contractor shall be registered with the Utah Department of Commerce, Division of Corporations and Commercial Code. The Contractor may obtain forms and information regarding this registration requirement by calling (801) 530-4849 or 1-877-526-3994, or by accessing the following website: www.commerce.utah.gov.
- X. Utah law governs any judicial, administrative, or other action, suit, claim, investigation, or proceeding ("Proceeding") brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.

Bowen Collins Agrees to Include Required Contract Provisions in any and all contracts/subcontracts related to this agreement.



Signature of Contractor's Authorized Official

Keith J. Larson, Vice President

Name and Title of Contractor's Authorized Official

16 Nov. 2022

Date

Exhibit G: Key Personnel

WEST POINT INFORMATION	
Administrative Address:	3200 West 300 N West Point, UT 84015
Invoice Address:	Same or email to Boyd Davis bdavis@westpointcity.org
Project Manager Name:	Boyd Davis
Project Manager Title:	Assistant City Manager/City Engineer
Project Manager Email:	bdavis@westpointcity.org
Project Manager Phone:	801-776-0970
Fiscal Officer Name:	Ryan Harvey
Fiscal Officer Title:	Administrative Services Director
Fiscal Officer Email:	rharvey@westpointcity.org
Fiscal Officer Telephone:	801-776-0970
CONTRACTOR INFORMATION	
Administrative Address:	154 E 14075 S Draper, UT, 84020
Invoice Address:	Same or email to cnelson@bowencollins.com
Project Manager Name:	Cristina Nelson
Project Manager Title:	Principal
Project Manager Email:	cnelson@bowencollins.com
Project Manager Telephone:	801-495-2224
Fiscal Officer Name:	Michelle Skousen
Fiscal Officer Title:	Lead Accountant
Fiscal Officer Email:	mksousen@bowencollins.com
Fiscal Officer Telephone:	801-495-2224