Santaquin City Resolution 06-11-2015

A RESOLUTION OF SANTAQUIN CITY AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH BLU LINE DESIGN FOR UPDATING THE SANTAQUIN PARKS & RECREATION FACILITY PLAN, IMPACT FEE FACILITY PLAN AND IMPACT FEE ANALYSIS

WHEREAS, the City of Santaguin is a fourth class city of the State of Utah; and

WHEREAS, Utah Code, Title 11-36a, authorizes cities to assess impact fees for Public Facilities, such as water rights and water supply, wastewater collection and treatment, storm water, roadways, parks, recreation facilities open pace, and trails, so long as appropriate plans and analysis are performed; and

WHEREAS, Santaquin City currently assesses an impact fee for parks, recreation facilities, open space and trails; and

WHEREAS, the City desires to update its parks capital facility plan and the impact fee facility plan and impact fee analysis associated with its impact fee for parks, recreation facilities, open space and trails

NOW THEREFORE, be it resolved by the City Council of Santaquin City to authorize the Mayor to enter into a service contract with Blū Line Designs for consulting services related to updating the Santaquin Parks & Recreation Facility Plan as well as the Impact Fee Facility Plan and Impact Fee Analysis associated with the City's Parks and Recreation Impact Fee, as provided in the attached service agreement.

ADOPTED AND PASSED by the City Council of Santaquin City, Utah, this 30th day of June, 2015.

SANTAQUIN CITY

Attest

Susan B. Farnsworth, City Recorder

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made as of <u>June 30, 2015</u> hereinafter referred to as the "Effective Date", by and between Santaquin City, (Owner), and Blū Line Designs (Blū), a Utah s-corporation (Consultant), for planning and design services for the 2015 Parks, Recreation, Trails and Open Space Master Plan, Impact Fee Facilities Plan, and Impact Fee Analysis (Project).

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES: Consultant's Scope of Services (Services) to Owner shall consist of services set forth in *Exhibit A*.

2. COMPENSATION AND INVOICING:

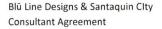
- A. For performance of services, Owner shall pay to Consultant the lump sum compensation agreed upon per *Exhibit B*.
- B. Consultant shall submit invoices at key milestones during the Project and bill a percentage complete of tasks identified in *Exhibit B*.
- C. Owner shall pay Consultant within 30 days of the invoice date.
- D. If Owner fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, then:
 - Amounts due Consultant will be increased at the rate of 1.0% per month from said thirtieth day;
 - 2. Consultant may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.

3. SCHEDULE:

- A. Services under this Agreement shall begin as of the Effective Date of this Agreement. Key tasks and milestones will generally occur as outlined in the Preliminary Project Schedule, *Exhibit C*.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's services is impaired, delayed, or suspended, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in scope, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its responsibilities in a timely manner so as to not delay the Consultant's performance of its services.

4. RESPONSIBILITY OF CONSULTANT:

- A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when directed by Owner.
- B. Neither Owner's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Owner



in accordance with applicable law for all damages to Owner caused by Consultant's negligent performance of any of the services furnished under this Agreement.

- C. Consultant shall appoint an individual acceptable to Owner to serve as Consultant's Project Manager and primary contact for the day-to-day activities of Consultant under this Agreement. During the term of this Agreement, Consultant shall be available for consultation at such times and at such location as Owner from time to time may direct.
- D. Consultant shall not make changes to key personnel designated in its Task Orders without Owner's prior approval which shall not be unreasonably withheld. Approval by Owner of any personnel or subcontractor shall not relieve Consultant of its liability or responsibility for the proper performance of the Services under this Agreement.
- E. Consultant agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Consultant shall indemnify and hold Owner harmless from any and all fines, penalties, costs, or liability arising from Consultant's failure to comply with all applicable laws.
- F. Consultant represents and warrants to Owner that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by the Project in any jurisdiction covered by this Agreement.
- G. Consultant represents and warrants to Owner that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement.
- **5. REVIEW AND INSPECTION:** Representatives from Owner are authorized to review and inspect Project activities and facilities during Consultant's normal business hours.
- 6. STANDARD OF CARE: Consultant represents that the Services performed by Consultant under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Consultant's profession currently practicing in the same locality as the Project under similar conditions.
- 7. OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall become and remain the property of Owner upon final payment to Consultant. Owner shall retain all common law, statutory and other reserved rights, including the copyright and patent thereto. Consultant shall not be responsible for the unauthorized reuse or modification of its work product.
- **8. CHANGES IN THE WORK:** At any time after execution of this Agreement, Consultant may identify, or Owner may request or direct, changes in Consultant's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Consultant under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, Consultant shall promptly notify and submit to Owner, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to Consultant's time or cost is justified, Owner will issue an addendum to the Scope of Services issued under this Agreement. Consultant shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by Owner.
- 9. INDEPENDENT CONSULTANT: Consultant shall at all times be an independent contractor under this Agreement with respect to performing services for Owner and is responsible for the means and methods used in performing the Services. The employees furnished by Consultant to perform the Services shall be and are Consultant's employees exclusively, and shall be paid by Consultant for all services in connection with this

Agreement. Consultant shall be responsible for all payments, obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax and other reports and deductions required by any applicable State, local or Federal law.

10. CONFIDENTIALITY:

- A. In the performance of the Services, Consultant may acquire confidential information from Owner. Consultant shall not disclose to anyone not employed by Owner, nor use except on behalf of Owner, any such confidential information acquired in the performance of the Services except as authorized by Owner in writing and, regardless of the term of this Agreement, Consultant shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain. Information regarding all aspects of Owner business and information concerning the Services (either directly or indirectly acquired by Consultant, its agents or employees or developed by Consultant, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by Owner without restriction. Notwithstanding the foregoing, Consultant may disclose confidential information if required by law or court order.
- B. Consultant agrees that all tangible, as well as intangible forms of Owner confidential and proprietary information which Consultant acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Consultant would exercise with respect to his or her own similar property and shall be returned to Owner upon request.
- 11. INDEMNIFICATION: Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Owner, its officers, directors and employees, against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, incurred in connection therewith, resulting from, or arising out of the negligent acts, errors or omissions of Consultant, its subcontractors, or anyone else for whom Consultant is legally liable, in the performance of Consultant's services under this Agreement. Consultant shall not be obligated to indemnify Owner in any manner whatsoever for Owner's own negligence. In no event shall Consultant's liability exceed the amount of its available insurance proceeds.

12. INSURANCE:

- A. Consultant shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having an A.M. Best's ratings of A- VII or greater.
 - 1. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
 - 2. Commercial General Liability Insurance in a broad form and in an amount not less than Two Million Dollars (\$2,000,000) aggregate and One Million (\$1,000,000) per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
 - Automobile Liability Insurance with a combined single limit of not less than One Million Dollars
 (\$1,000,000) per occurrence and in aggregate covering Consultant's liability for death, bodily injury
 and property damage resulting from Consultant's activities for the use of owned, hired and nonowned vehicles.
 - 4. Professional Liability Insurance including errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.
- B. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project, see <u>Exhibit D</u>. Renewal certificates will be provided to Owner prior to expiration of the current policies.
- C. Owner may immediately, and without notice, have all compensation withheld or suspended, suspend Consultant from providing further Services, or terminate Consultant from this Agreement for any lapse in coverage or material change in coverage which causes Consultant to be in noncompliance with the requirements of this section.

- D. Consultant shall require its subcontractors to indemnify Owner on the terms required by this Agreement and shall include Owner, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Consultant's coverage shall be deemed primary insurance to any similar insurance maintained by Owner.
- E. Consultant shall include a Waiver of Subrogation in favor of Owner on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.
- **13. IMMIGRATION STATUS:** Consultant hereby acknowledges and certifies to Owner that Consultant is participating in a federally approved immigration status verification system.
- 14. RECORDS RETENTION AND MAINTENANCE: Consultant shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

15. SUSPENSION AND TERMINATION:

- A. Owner may, by written notice to Consultant, terminate this contract in whole or in part at any time, for any reason whatsoever. Upon receipt of such notice, Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this contract, whether completed or in process.
- B. If the termination is for the convenience of Owner, Owner shall pay Consultant for all work satisfactorily performed prior to the effective date of termination plus reasonable termination costs and expenses.
- C. In the event Owner terminates this Agreement for cause, Consultant shall be fully responsible for all costs to complete the Services and for all reasonable costs and fees associated with the termination and completion of the Services. Consultant shall not be entitled to any payment until the completion of the Services, and then only to the extent any amount otherwise owed on account of Services performed prior to the termination and accepted by Owner and the Owner exceeds all costs and fees described above.
- D. If, after notice of termination for cause, it is determined that Consultant had not so failed, the termination shall be deemed to have been affected for the convenience of Owner. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this section.
- E. Owner may suspend Consultant's Services for such period of time as Owner deems necessary. If such suspension is for Owner's convenience, Owner will issue a change order in accordance with Section 8.
- F. The rights and remedies of Owner provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- **16. DISPUTES:** If any dispute arises out of or relates to this Agreement, or the breach thereof, if the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree that all disputes between them shall be submitted to nonbinding mediation. If an agreed upon decision cannot be reached between both Parties through the mediation process, the dispute will enter into litigation.

The prevailing party in any legal action between the parties herein shall be entitled to recover reasonable compensation of its attorney's fees and all costs incurred in such an action. The determination of the prevailing party and the amount of compensation to be awarded to that party shall be made by the judge who decides the claim, dispute or other matter. Interest shall also accrue and be payable on all liquidated, non-contingent sums at the highest rate permitted by law from the date such sums became due and payable.

- 17. SUCCESSORS AND ASSIGNS: Consultant shall not subcontract any part of the Services without prior written consent of Owner. Neither Consultant nor Owner shall assign any financial interest or right in this Agreement, including assignments resulting from a merger or acquisition, without both Parties' prior written consent which shall not be unreasonably withheld.
- **18. AFFIRMATIVE ACTION:** Consultant shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. In addition, Consultant shall comply with all policies, plans and procedures Owner may have with respect to these matters. All required federal clauses are incorporated herein by reference as if fully set forth.

19. SEVERABILITY AND SURVIVAL:

- A. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- B. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- **20. GOVERNING LAW:** This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Utah.
- **21. ENTIRE AGREEMENT**: This Agreement together with the Exhibits identified herein constitutes the entire Agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed written change order document.

IN WITNESS HEREOF, Owner and Consultant have executed this Agreement as of the date first above written.

FOR OWNER: Santaquin City	FOR CONSULTANT: Blu Line Designs A Utah s-corporation
15h 1-40	
Name Kirk F Hunsaker	Cory Shupe
title Mayor AGUIN	Owner
Incorporated January 4,	
ATTEST: 1932	
By (Signature)	
Susain B. Farnowing	
Name	
atu Recordes	

Title

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FOR OWNER: Santaquin City

Hunsaker

Incorporated January 4,

ATTEST:

Sparryon

By (Signature)

Name

aty Recordes

Title

FOR CONSULTANT:

Blu Line Designs

A Utah s-corporation

Cory Shupe

Owner

EXHIBIT A SCOPE OF SERVICES

TASK 1.0 - MOBILIZATION, DATA GATHERING, AND KICK-OFF

blū will immediately mobilize on the project by collecting all existing plans, data, studies, mapping, and other information from the City as a point from which to begin. We will hold a kick-off meeting with the Steering Committee to refine the desired scope and to establish the project budget and schedule. At this meeting we will discuss the City's future vision for the Parks, Recreation, Trails, and Open Space system; review all background information; and identify possible additional members of the Steering Committee. We will also schedule, organize, and perform a City tour with the Steering Committee of existing recreation facilities and potential development areas.

After holding the City tour, blū will review the gathered data, previous plans and studies, and consolidate observations from the City tour. We will provide supportive maps, graphics, and information that summarizes this research and analysis.

TASK 2.0 - EXISTING CONDITIONS AND LEVEL OF SERVICE ANALYSIS

Based on the data and information gathered in Task 1.0 blū will compile and analyze the City's current parks and recreation inventory and overlay that information with other existing recreational amenities (public and private). We will establish the City's current Level of Service based on this compiled information and develop a document and mapping (ESRI ArcMAP compatible) that summarizes it. This task will identify the capacity of existing facilities and begin to establish maintenance costs for the different types of recreational facilities within the City. We will also look at the Level of Service provided by other Utah communities of similar size. We will identify new development that will impact recreation facilities in Santaquin as part of this task.

TASK 3.0 - MASTER PLAN DEVELOPMENT

With a good understanding of the City's existing system and facilities, $bl\bar{u}$ will begin to develop recommendations for the Parks, Recreation, Trails and Open Space Master Plan. We will start by addressing any needs or deficiencies of the existing system identified in Task 2.0. To further support any proposed recommendations of the Master Plan, we will also conduct a statistically valid community survey to determine the interest for new parks, trails, and recreational facilities. The information gathered from this survey will supplement the previously gathered input from the City's recently updated General Plan.

As the plan and recommendations begin to formulate, blū will meet again with the Steering Committee to present different plan scenarios that meet the established needs. This will include preliminary concepts for proposed recreational parks/facilities in the City.

blū will gather and review all gathered input with the City and make revisions to the plan to come up with a preferred Master Plan. This plan will be presented one last time to the Steering Committee for final comment and modifications if necessary. The Master Plan will then be presented by blū at a Public Open House. Santaquin staff will present the plan to the Santaquin Recreation Board and Planning Commission for their input and recommendations. blū will prepare all maps and illustrations for each of these meetings and provide an electronic copy of such to the City for preparation of any powerpont type presentation materials desired. Based on the result of these meetings, we will prepare a final capital facility plan to be presented to the City Council for adoption. Notice of all public meetings under this task will be provided by Santaquin City.

TASK 4.0 - FUNDING OPPORTUNITIES

With an understanding of future recommendations based on the Final Master Plan blū will investigate and prepare a summary of viable funding opportunities for proposed recreational improvements. These may include various grants, matches, taxes, and/or bonds.

TASK 5.0 - IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS

Based on information gathered in the previous tasks, on the Master Plan, and on the desired Level of Service, our team will prepare an Impact Fee Facilities Plan and Impact Fee Analysis that is in compliance with Utah Code. This will include providing the required notices and documents for the public hearings.

Blū Line Designs & Santaquin City Consultant Agreement

ASSUMPTIONS AND EXCLUSIONS:

- 1. Meetings included in this scope of work generally include four (4) steering committee meetings, one (1) City Tour, one (1) public open house, one (1) council presentation, and impact fee hearing(s). Additional meetings may require an addition to the scope and fee of the project.
- 2. The City will reserve and pay for all facilities required for meetings and public open house.
- 3. The City is responsible for all advertising costs, mailings, announcements, etc. associated with the Project. All reimbursable costs not included in the attached Fee Proposal will be billed to the City at cost with a 10% mark up.
- 4. blū will provide preliminary concepts and estimates for proposed recreational parks/facilities identified in the Master Plan. These plans and estimates will be preliminary only and will not be used as final design/construction documents.
- 5. The scope of this project includes planning and impact fee analysis only. Engineering, surveying, electrical design, geotechnical investigations, environmental studies, etc. are not included in this Scope of Work.

If these assumptions change, the Consultant reserves the right to submit a modification to the proposed fee and Scope of Work. Additional work other than that outlined above in the Scope of Work will be performed only upon written authorization from Owner for additional fees estimated at the time of request.

EXHIBIT B Fee Proposal

	blu line designs				Direct Expenses				
	Principal Planner	Senior Planner/PM	Planner	Subtotal	Subtotal	Mileage	Printing	Total	Total Labor and Exp.
RFQ Tasks				Hours	Costs	0.550	1.000		
TASK 1.0 - MOBILIZATION, DATA GATHERING, AND KICK-OFF									
1.1 Mobilization/kick-off (Steering Committee Meeting)	2	4	0	6	\$ 740	106		\$ 58	\$ 798
1.2 Data Gathering	(1	4	5	\$ 504			\$ -	\$ 504
1.3 City Tour	4	4	0	8	\$ 1,000	150		\$ 83	\$ 1,08
1.4 Stakeholder Meeting No. 1 (Workshop)	0	0	0	0	\$ -	0	0	\$ -	\$
				0	\$ -			\$ -	\$
Subtotal Task 1 Labor	6	9	4	19	\$ 2,244	256	0	\$ 141	\$ 2,385
TASK 2.0 - EXISTING CONDITIONS AND L.O.S. ANALYSIS								Series Series	
Area)	1	2	4	7	\$ 753			\$ -	\$ 750
2.2 Existing Level of Service Analysis	1	2	4	7	\$ 754			\$ -	\$ 754
2.3 Maintenance Cost Analysis		2	4	7	\$ 754			\$ -	\$ 754
2.4 Level of Service Comparison	1	2	- 4		\$ 754			\$ -	
2.5 Steering Committee Meeting/ Coordination	2	4	4	10	\$ 1,124	106		\$ 58	\$ 1,182
				0				\$ -	\$
Subtotal Task 2 Labor	- 6	12	20	38		106	0	\$ 58	
TASK 3.0 - MASTER PLAN DEVELOPMENT									
3.1 Community Survey	1	2	4	7	\$ 754			\$ -	\$ 754
3.2 Preliminary Master Plan (Location, Categorize, Concepts, and		-	-	- 1	2 704			9	10-
Service Area)	1	9	16	25	\$ 2,626			٤.	\$ 2,626
3.3 Steering Committee Meetings/ Coordination	4	8	8			212		\$ 117	
3.4 Stakeholder Meeting No. 2 (Workshop)	1		0	0		212		\$ -	\$ 2,365
3.5 Preferred Master Plan		12	20	34		U		\$ -	
3.6 Stakeholder Meeting No. 3			20			0			
3.7 Public Open House		4	4	10		106		\$ 158	\$ 1,282
3.8 City Council Presentation		4	0			106			
3.9 Final Master Plan		6		6		100			
3.5 Filial Master Flati	-	0	12	19				\$ -	
Subtotal Task3 Labor	13	44	64	121		424	100	\$ 333	\$ 13,447
TASK 4.0 - FUNDING OPPORTUNITIES		Editor 1							
4.1 Funding Opportunities Research and Recommendations	1	2	4		\$ 754				\$ 754
					\$ -			\$ -	\$
Subtotal Task 4 Labor	AND DESCRIPTIONS	2	4	7	\$ 754	0	0	\$ -	\$ 754
TASK 5.0 - IMPACT FEE FACILITIES PLAN AND IMPACT FEE ANALYSIS									
5.1 Impact Fee Facilities Plan	1	2	0	3	\$ 370			\$ -	\$ 370
5.2 Impact Fee Analysis	1	2	0		\$ 370			\$ -	-
5.3 Noticing and Public Hearings		1	0		\$ 480	212		\$ 117	
o.o Hobbing and 1 dolle fredings		-	0	0		212		\$ -	\$ 55
Subtotal Task 5 Labor	2	8	0	10		212		\$ 117	
Maryllone - Dainh makis Commi									
Miscellaneous (Reimbursable Expenses) 6.1 Mileage						0.55	Control of the little of the l		
				0		998		\$ 549	
6.2 Printing					\$ -		100		
6.3 Sub-Consultant (Horrocks Engineers)					\$ -			\$ 7,760	
Subtotal Task 6 Labor						*		-	\$ 0.400
Subtotal Fask 6 Labor	· ·	U	U	0	\$ -	\$ -	\$ 100	\$ 8,409	\$ 8,409
Subtotal Labor Hours	20	70	00	105	đ 01.474	1			
Subtotal Labor Costs	\$3,640		92						
Guistotai Castill CUStS	\$3,640	\$9,000	\$8,832	195	\$ 21,472	l			
Billable Rate	\$ 129.99	\$ 120.00	\$ 96.00	\$ -					
	······Avianamanania isa								
				Labor	\$ 21,471	1			
					\$ 8,409				
				Total Fee	\$ 29,880	ı			

EXHIBIT C Project Schedule

PRELIMINARY SCHEDULE

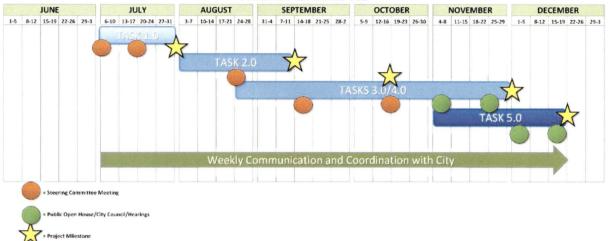


EXHIBIT D

Insurance Verification



COVERAGES

BLULINE-01 ENRIQUE

DATE (MM/DD/YYYY) 6/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

CERTIFICATE OF LIABILITY INSURANCE

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

Total in the discontinuity.							
PRODUCER	NAME: Enrique Cruz						
American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	PHONE (A/C, No, Ext); (801) 364-3434 (A/C, No): (801) 355-52 E-MAIL ADDRESS:						
	INSURER(S) AFFORDING COVE	NAIC #					
	INSURER A: Travelers Cas & Surety Co	31194					
INSURED	INSURER B : Trumbull Insurance Comp	any	27120				
Blu line designs Attn: Cory Shupe 45 W. Sego Lily Dr, Suite 500 Sandy, UT 84070	INSURER C. XL Specialty Insurance Co	37885					
	INSURER E :						
	INSURER F						

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. IN OTWITH-STANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) ADDL SUBR INSD WVD TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 1.000.000 06/04/2015 06/04/2016 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 6802897R749 300,000 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2.000.000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE PRO-JECT LOC 2,000,000 POLICY PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 6802897R749 06/04/2015 06/04/2016 BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) X NON-OWNED X HIRED AUTOS UMBRELLALIAB OCCUR EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$
WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY STATUTE 04/15/2015 04/15/2016 E.L. EACH ACCIDENT В ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 34WECBR0601 500,000 500,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT \$ DPS9688019 06/07/2015 06/07/2017 Per Claim 2 000 000 Architect/Engineer E 06/07/2015 06/07/2017 Aggregate Retro Date 04/01/08 DPS9688019 2,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION				
Santaquin City 275 West Main Street Santaquin, UT 84655	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
	Lingue Con {.				

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REVISION NUMBER:

ACORD 25 (2014/01)

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